

*Fort Stewart/Hunter Army
Airfield Collective Bargaining
Agreement
(May 2021)*

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Article 1
PURPOSE

Section 1. This Agreement is by and between Fort Stewart and Hunter Army Airfield elements of the 3rd Infantry Division; Installation Management Command; Forces Command (FORSCOM); US. Army Medical Department Activity; U.S. Army Dental Activity; Network Enterprise Center; Mission and Installation Contracting Command, Army Sustainment Command; the FORSCOM Mission Support Element; hereinafter referred to as Management or Employer; and Local No. 1922, American Federation of Government Employees (AFL-CIO), hereinafter referred to as the Union.

Section 2. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the federal service and the wellbeing of employees to promote an effective and efficient means of accomplishing agency missions; encourage the highest levels of employee performance and ethical conduct; ensure employees are accountable for their conduct and performance on the job; expand agency flexibility to address operational needs; reduce the cost of agency operations, including with respect to the use of taxpayer-funded Union time; are consistent with applicable laws, rules and regulations; do not cover matters that are not, by law, subject to bargaining; and preserve management rights under the law.

Section 3. The parties acknowledge that during the negotiations that resulted in this agreement the Union had the right and opportunity to make proposals with respect to personnel policies, practices, and general working conditions affecting members of the bargaining unit. The Union acknowledges that the Employer may make changes to such personnel policies, practices, and general working conditions, provided such changes are not inconsistent with the terms of this agreement and the Union is consulted and given the opportunity to negotiate the impact and implementation as provided in Article 4 of this agreement.

Article 2
DEFINITIONS

Section 1. The parties agree that the following definitions of terms will govern dealing between the parties and will be mutually agreed on definitions where they appear in this agreement.

Section 2. Definitions.

a. Bargaining Unit — That group of individual employees occupying appropriated fund positions at Fort Stewart and Hunter Army Airfield represented by the Union as stated in the original grant of exclusive recognition, dated 30 September 1964, and subsequently amended. This unit description excludes all those employees occupying positions which are excluded by 5 USC 7112.

b. Consult — Meaningful discussions and/or written communications between the parties for the purpose of reviewing impact and implementation of management plans or proposals on matters pertaining to working conditions of bargaining unit employees, with the opportunity to make suggestions prior to Management’s final decision, and with no obligation to arrive at a mutually acceptable decision.

c. Supervisor — Any individual, as defined in 5 USC 7103, who has the authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances or to effectively recommend such action, if the exercise is not merely routine or clerical in nature but requires consistent exercise of independent judgment.

d. Management Official — Any individual, as defined in 5 USC 7103, who is in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

e. Union — Refers to Local 1922 of the American Federation of Government Employees which is affiliated with the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO).

f. Steward — A representative appointed by the Union for the purpose of providing a vehicle for employees to utilize in the representation of matters to appropriate management officials.

g. Civil Service Reform Act (CSRA) — Refers to PL 95-434, the Civil Service Reform Act of 1978, as amended.

h. Union Officials — Elected officers of the Union in the positions of President; Executive Vice President; Vice President, Fort Stewart; Vice President, Hunter Army Airfield; Secretary-Treasurer; Chief Steward, Fort Stewart; and Chief Steward, Hunter Army Airfield.

i. Negotiate — Good-faith bargaining between the parties with the objective of arriving at a formal decision or agreement on matters pertaining to impact and implementation of working conditions of bargaining unit employees.

j. Taxpayer-funded Union Time (TFUT) – time granted to a Federal employee to perform non-agency business during duty hours pursuant to applicable laws, rules, or regulations.

k. Agency Business – work performed by Federal employees, including detailees or assignees, on behalf of an agency, but does not include work performed on TFUT.

l. Discounted Use of Government Property – charging less to use government property than the value of the use of such property, as determined by the General Services

Administration, where applicable, or otherwise by the generally prevailing commercial cost of using such property.

m. Alternate Work Schedule – Both compressed and flexible work schedules.

n. Compressed Work Schedule – In the case of a full-time employee, an 80 hour biweekly basic work requirement that is scheduled by the Agency for less than 10 workdays; and in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by an Agency for less than 10 workdays and that may require the Employee to work more than 8 hours in a day.

o. Flexible Work Schedule -- A work schedule established under 5 U.S.C. 6122, that 1) in the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the agency; and 2) in the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by the agency.

p. Flexitour -- A type of flexible work schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed until the agency provides an opportunity to select different starting and stopping times.

q. Gliding Work Schedule -- A type of flexible work schedule in which a full-time employee has a basic work requirement of 8 hours in each day and 40 hours in each week, may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours.

r. Maxiflex Work Schedule -- A type of flexible work schedule that contains core hours on fewer than 10 workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.

s. Alternative Worksite -- A location in the employee's home, designated by the employee as the location they will use to perform their official duties, and/or another location(s) agreed to by the employee and his or her supervisor.

t. Official Duty Station – An employee's Official Duty Station is the Official Duty Station as defined in 5 C.F.R. § 531.605.

u. Telework – Performance of official duties at an Alternative Worksite (i.e., home or other location).

v. Teleworker – An employee (i.e., permanent, part-time, temporary) who works at an Alternative Worksite (i.e., home, telework center, or other location) on an occasional and/or recurring schedule with a Telework Agreement.

w. Telework Agreement – A written agreement completed and signed by an employee and appropriate official(s) in his or her mission area/agency/staff office that outlines the terms and conditions of the telework arrangement.

Article 3
LEGAL AUTHORITY

Section 1. This agreement is governed by existing Federal laws, Government-wide rules or regulations, and Department of Defense or Department of the Army rules and regulations. The parties agree that the definitions of terms in Article 2 will govern dealing between the parties and will be mutually agreed on definitions where they appear in this agreement.

Section 2. In the event of new or amended governing directives that affect or contradict certain Articles of this Agreement, the Union and the Employer may agree to negotiate implementation of the directives, which could result in a new amended article.

Section 3. It is agreed by the Parties that when changes are made to governing directives above the installation level that establishes new personnel policies, practices or procedures not currently contained in this agreement, a new article will be appropriately negotiated to update the agreement. The Employer shall provide the Union written electronic notification of all proposed governing directives or other type of proposals that the Agency intends to implement, which could affect Bargaining Unit Employees. If the Employer proposes new changes to existing governing directives and the proposed directive does not state the intended changes, Bargaining Unit obligations must be met on the entire directive unless there is evidence that obligations have been previously met. Negotiations will commence no later than 30 days after receipt of the changed directive by the Parties. Negotiations shall occur prior to implementation, unless higher authority directs implementation prior to meeting Bargaining Unit obligations. The new amendments resulting from these negotiations will not be put into effect prior to approval of Defense Civilian Personnel Advisory Services. The same conditions under which the basic agreement is reviewed and approved will govern review and approval of new articles or supplements.

Article 4
MANAGEMENT RIGHTS

Section 1. Subject to Section 2 of this Article and in accordance with 5 USC 7106, nothing in this negotiated agreement shall affect the authority of any management official:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.

b. In accordance with applicable laws:

1) To hire, assign, direct, layoff, and retain employees of the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

2) To assign work, to make determination with respect to contracting out, and to determine the personnel by which Employer operations are conducted.

3) With respect to filling positions, to make selections for appointment from among properly ranked and certified candidates from referral lists or any other appropriate sources.

4) To take whatever actions, in accordance with prevailing law and regulations, to carry out the Employer's mission during emergencies.

Section 2. Nothing in this negotiated agreement shall preclude the Employer and the Union from negotiating in accordance with 5 USC 7106(b):

a. The Employer has chosen not to negotiate over the substance of any subjects set forth in section 7106(b)(1) of Title 5 United States Code. This includes the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work.

b. Procedures which management officials of the Employer will observe in exercising any authority under 5 USC 7106.

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106 by management officials.

Article 5 EMPLOYER OBLIGATIONS

Section 1. The Employer agrees not to apply a new non-governmental wide policy affecting Bargaining Unit Employees without notifying the Union President or their designated representative in accordance with applicable laws, rules, and regulations.

Section 2. The Employer is obligated to consult and/or negotiate with the Union President or their designated representative concerning personnel policies and practices, and matters affecting work conditions, as appropriate, subject to law and policy requirements. The Employer agrees to notify the Union in accordance with Article 4 where anticipated changes relative to the foregoing matters may have an impact on employees of the bargaining unit.

Section 3. The Employer will endeavor to assure that all levels of staff and Management are apprised of their responsibilities under applicable laws, rules, and regulations.

Section 4. The Employer agrees to consider conducting labor relations training for Union stewards and representatives when the Union requests such training and the work load permits.

Section 5. The Employer agrees to consider allowing the Union to brief supervisors, upon request, on topics of interest to both parties.

Article 6

MATTERS APPROPRIATE FOR CONSULTATION AND/OR NEGOTIATIONS

Section 1. It is agreed and understood that matters appropriate for negotiations or consultation between the parties are impact and implementation (I & I) policies, programs, and practices affecting the working conditions of unit employees which are within the discretion and control of the Employer and in accordance with laws, rules, and regulations.

Section 2. The Employer and Union agree that the following procedures are applicable concerning proposed changes to provisions in this agreement and concerning impact and implementation issues of personnel policies, practices, and working conditions affecting members of the bargaining unit when such changes result from a new regulation or other directive of or appropriate authority.

a. The Employer (i.e., authoritative individual or "Office") will provide the Union written notification of the proposed changes or implementation including employee's full name and official DoD email address and/or office telephone number (with a copy provided to the Civilian Personnel Advisory Center (CPAC) not later than ten (10) calendar days before the change or implementation goes into effect. The ten (10) calendar day time frame will commence on the first full calendar day following the date on which the Union is otherwise appropriately notified. In the case of an emergency situation, the ten (10) calendar day time frame will be waived with the understanding the Union will be notified.

b. The Union will within ten (10) calendar days inform the Employer (normally, the individual or office originating the management correspondence) in writing of the Union's views on any I&I issues of the proposed change and indicate the Union's intent to consult or conduct I&I negotiations concerning the proposed change. Failure of the Union to respond in writing within ten (10) calendar days or request in writing an extension of consideration time during that period will be considered acceptance of the proposed change or implementation. Such extension of consideration time will not normally exceed five (5) calendar days unless otherwise mutually agreed upon.

c. If the Employer fails to provide Notice of Change in working conditions affecting an employee subject applicable laws, rules, and regulations, the Union is entitled to grieve

the same on behalf of the employee within thirty (30) days of the change in working conditions under the grievance procedure in Article 16 described herein.

Section 3. It is further recognized that this agreement is not an all-inclusive document and the fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and negotiate on I&I matters not originally covered by this agreement.

Article 7 RECOGNITION AND COVERAGE

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit. AFGE Local 1922 was granted exclusive recognition in Executive Order 10986 dated 30 September 1964. The unit was amended in labor case #40-07192 dated 4 November 1977. The Unit was further clarified to add DENTAC in case #40-8882 on 30 August 1978. The unit was clarified in FLRA case #AT-RP-07-0009 dated 8 May 2008. The parties agree under the Statute that each of the amendments that have taken place over the years include IMCOM, NEC, MICC, ASC and Mission Support Element following reorganizations, realignments and consolidation of temporary and permanent bargaining units that have taken place on various dates to include 1 Oct 2002, 30 January 2008, 11 October 2009, 1 August 2010 and 31 December 2013. The unit was further amended and clarified in FLRA case #AT-RP-13-0032 dated 31 December 2013. The parties stipulated and agree that Army Sustainment Command (ASC), Logistics Readiness Center – Fort Stewart/Hunter Army Airfield constitutes a successor employer to the IMCOM for those employees previously employed by the IMCOM within the Directorate of Logistics and now employed by ASC.

Section 2. The Union recognizes the responsibilities of representing the interests of all such employees with respect to appropriate laws, rules and regulations, and other matters affecting general working conditions of bargaining unit employees.

Section 3. The recognized bargaining unit does not include those employees described at 5 USC 7112 (b) and those not listed in the bargaining unit certificate:

- a. Management officials
- b. Supervisors
- c. Confidential employees.
- d. Employees engaged in personnel work in other than a purely clerical capacity.
- e. Employees engaged in administering the provisions of Title VII, PL 950454 (codified as 5 USC 71)
- f. Professional employees.

g. Employees engaged in intelligence, counterintelligence, investigative or security work which directly affects national security.

h. Employees primarily engaged in agency investigative or audit functions which directly affect the internal security of the agency.

j. Temporary employees (less than six (6) months)

Section 4. Individual determinations regarding the appropriateness of positions as being either included or excluded from the bargaining unit, where contested, may be resolved through FLRA regulations and procedures.

Article 8

UNION REPRESENTATION/ TAX PAYER FUNDED UNION TIME

Section 1. The Union may designate a maximum of one (1) steward per fifty (50) bargaining unit employees (BUE), to ensure an equitable distribution of stewards among organizations so that each employee in the unit will have reasonable access to a steward. This does not include the Chief Steward for Fort Stewart or the Chief Steward for Hunter Army Airfield.

Section 2. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis a complete list of Union Officials, stewards, and alternate stewards together with the organizational areas and locations where each has been assigned responsibility for representation.

Section 3. The Union will verify to the Employer at least quarterly that this list of Union Officials and stewards is current and/or update the list. Only such designated employees will be eligible for Tax Payer Funded Union Time. The Employer agrees to recognize the officers, duly designated representatives, and stewards of the Union.

Section 4. Representational duties will be confined to the steward's assigned directorate or organizational staff element. Exceptions to this may be made where there is a personal conflict of interest. In such cases, the Chief Steward for that site (Fort Stewart or HAAF) would assume the representational duties.

Section 5. Time during work hours granted to Union Officials and stewards, not charged to leave, will be designated as Tax Payer Funded Union Time. Tax Payer Funded Union Time will not be accrued and carried over to following pay periods. The Union President has full discretion on distribution of official time within organizational elements up to the maximum time allowed. Tax Payer Funded Union Time is limited pursuant to the following table:

POSITION	Ratio / Union	Per Pay Period
President	1	50%
Executive Vice President	1	35%
Secretary/Treasurer	1	5%
Vice President, FS	1	5%
Vice President, HAAF	1	5%
Chief Steward, FS	1	5%
Chief Steward, HAAF	1	5%
Stewards	1 per 50 BUE	5%

Section 6. Activities for which properly designated Union representatives may appropriately use Tax Payer Funded Union Time (i.e., excused absence) during duty hours without charge to leave or loss of pay include, but are not specifically limited to, the following:

a. Stewards:

- 1) Prepare and present to Management an employee grievance filed under the negotiated grievance procedure in accordance with the procedural steps.
- 2) Attend formal and investigatory meetings between Management and employees within the steward's assigned representational area when such meetings are called by Management.
- 3) Participate in arbitration hearings in either a representational capacity or as a witness subject to the provisions of Article 17, Grievance Procedure.
- 4) Consult with Management within the steward's assigned area of responsibility over grievances, personnel policies, practices, or matters affecting working conditions of unit employees in the assigned area. Stewards at Fort Stewart will not participate as representatives in grievances at Hunter Army Airfield and vice versa.
- 5) Participate in periodic CPAC/Union meetings (Limited to the Union President or their designee and one (1) other officer/steward). In cases where Management has three (3) or more present, the Union will be allowed to have the same number of representatives at the meeting.
- 6) Participate in Management-Labor Council Meetings or Forums.

b. Union Officials:

1) Consult with Management either at Management's request or upon request of the Union on appropriate matters which would affect activity employees.

2) Attend formal meetings between Management and employees from throughout the bargaining unit when such meetings are called by Management.

3) Prepare and present Union grievances or ULPs to Management.

4) Prepare responses to Management grievances.

5) Participate in arbitration, MSPB, and EEO hearings in either a representational capacity or as a witness subject to the provisions of applicable laws, rules, regulations, this contract, and decision of the administrative judge.

Section 7. Subject to workload considerations, a reasonable amount of time during work hours may be granted to Union Officials, stewards, and aggrieved employees for attendance at hearings and meetings with Management. Subject to workload considerations, a reasonable time may also be allowed for officers and stewards to meet with employees to discuss, prepare for, and present grievances, appeals, discrimination complaints, and other appropriate matters.

Section 8. It is not intended that Tax Payer Funded Union Time will be granted to any one steward for repeated service as a Union representative when such repeated service would unduly interfere with the performance of their regular duties.

Section 9. Use of Tax Payer Funded Union Time for activities not authorized by this agreement, or failure to adequately describe the time used, may result in the retroactive denial of use of official time.

Section 10. It is agreed that there will be only one (1) representative on Tax Payer Funded Union Time at the first step of a grievance or complaint. Further, Tax Payer Funded Union Time will not be permitted for employees who are already in a leave status (e.g., annual leave, sick leave, LWOP, etc.), are working overtime unless health or safety is involved, or to perform representational duties outside the bargaining unit in which they are employed.

Section 11. It is expected that the use of telephones to conduct Union representational duties normally should not exceed ten (10) minutes per discussion.

Section 12. Internal Union activities are not considered to be of benefit to the Employer and will be conducted only during the employee's own time and not during duty time or in work areas. These activities include, but are not limited to, solicitation of membership; dues collection; voting or campaigning for Union office; distribution and posting of literature; and representational duties outside the bargaining unit described in this agreement.

Section 13. Should it be necessary for a Union steward to leave their work area, they shall request permission from their supervisor and the supervisor of the section they intend to visit as much in advance as possible. The steward will report to their supervisor upon their return to their workstation. Such visits will be conducted as close as practicable to the aggrieved employee's work site.

Section 14. Prior to entering a work area which is under the authority of another supervisor, the Union representative will decide with that supervisor to contact the employee. However, if the supervisor cannot release the employee at that time, the supervisor will advise the steward of a time when the employee will be available. Where delays in presenting grievances are caused by the supervisor's inability to release an employee, normally no more than twenty-four (24) hours, additional time for such purpose may be granted understanding the fact that workload considerations are paramount. Union Officials, stewards, and the employees they contact will report to their supervisors upon their return to work.

Section 15. An employee desiring to leave their job to secure the advice and assistance of the steward assigned to represent the area will obtain their supervisor's permission before doing so. However, if the supervisor cannot release the employee at that time, the supervisor will advise the employee of a time when they can be released from duty. The employee will report back to their supervisor upon returning to duty. Any employee desiring to confer with the steward assigned to the area will also obtain oral permission from the steward's supervisor before interrupting the steward's work.

Section 16. Contact between an employee and their steward assigned to represent their respective area will normally take place within the immediate vicinity of the employee's assigned work area so long as privacy can be assured.

Section 17. Each Union officer and steward shall report to work at their regular work site at the beginning of their respective shift, unless otherwise agreed to by a higher-level supervisor. Each Union officer and steward shall enter and remain in their work area only on their respective shift unless otherwise agreed to by a higher-level supervisor. Union representatives will not be on official time for conferences with

Management held outside their regularly scheduled working hours.

Section 18. To account for the total hours and usage spent by Union Officials and stewards on approved Union activities, the following procedures will be followed: Union Officials and stewards will submit an Office of Personnel Management (OPM) Form 71 and annotate the proper date, time, and total hours in the “Other Paid Absence” section. In the “Remarks” section, Union Officials and stewards will annotate the reason for the use of official time by citing to a specific activity authorized in Section 6.

Section 19. Union Officials and stewards may receive and investigate, but shall not solicit, grievances from employees.

Section 20. Upon request of their steward, an employee’s supervisor will arrange for a private facility in instances where the steward and employee request a private discussion.

Section 21. Action shall be taken by Management to make all supervisors of Union Officials and Stewards aware of the requirement that no restraint, interference, coercion, or discrimination will be used against a Union representative because of the performance of their representational duties and responsibilities. Failure to comply with this policy may constitute grounds for disciplinary action.

Section 22. Stewards are authorized to perform and discharge the representational duties and responsibilities which may be properly assigned to them by the Union. Each Union representative is authorized to consult with their respective Management official at their level and to conclude agreements on appropriate matters subject to approval by the Union President and authorized Management official. This presupposes prior notification to the CPAC.

Section 23. Authorized representatives of the American Federation of Government Employees who are not employees of the Employer will be allowed to visit the installation at reasonable times with as much advance notice as practicable to the Deputy to the Garrison Commander, or their designated representative, but not less than five (5) days. However, when the visit is only to the Union office to meet with individuals who are not otherwise in a duty status, no advance notice is required subject to applicable security regulations.

Article 9 UNION OBLIGATIONS

Section 1. The Union agrees to encourage employees to actively support the Employer in its efforts to promote an effective and efficient means of accomplishing agency missions; encourage employees are accountable for their conduct and performance on

the job; expand agency flexibility to address operational needs; reduce the cost of agency operations, including with respect to the use of taxpayer-funded Union time; are consistent with applicable laws, rules, and regulations; do not cover matters that are not, by law, subject to bargaining; and preserve management rights under the law.

Section 2. The Union agrees to make equitable use of its stewards to the degree practicable within the activities to which the stewards are assigned. Stewards normally will represent unit employees within the activity to which the steward is assigned. It is also understood that participation in labor organizations safeguard the public interest and contribute to efficiency.

Section 3. The Employer will neither designate a representative for an employee nor will the Employer require any employee or individual to serve as a representative of another employee. The Union recognizes that, in accordance with applicable regulations, it may not represent employees who are supervisory personnel or otherwise not in the bargaining unit, nor does this agreement apply to these employees.

Section 4. The Union agrees not to discriminate or refrain from representing any employee in the bargaining unit because of their failure to become or remain a member of Local 1922, AFGE.

Article 10 MUTUAL OBLIGATIONS

Section 1. Supervisors will confer with the appropriate Union representative to assure uniform interpretation, understanding, and implementation of the basic agreement.

Section 2. In the event of conflict in interpretation, both the supervisor and Union representative will refer the matter for clarification to the Civilian Personnel Officer and the Union President.

Section 3. Both stewards and the Employer will have a working understanding of this agreement and be able to explain its provisions to the employees they represent.

Article 12 BULLETIN BOARDS

Section 1. The Union shall be afforded the right to post bulletin boards on the same basis as Management in terms of the number, size, and locations of official Management bulletin boards within serviced directorates and tenant commands. Union bulletin boards will be of reasonable shape, appearance, and dimensions. The Union will be responsible for the upkeep/maintenance of all such bulletin boards. If the Union desires to post material(s) on any bulletin boards maintained by Management they will notify the Management official asking to place the particular materials on a bulletin board(s) and identifying which bulletin board(s). Such requests will include a copy of the material to be posted. Approval or denial of such requests will be exclusively within

the purview of the Employer. The presumption is for approval, and the Union can appeal to the next higher Management official.

Section 2. Information posted on such bulletin boards will not be scurrilous, defamatory, libelous, or otherwise grossly inappropriate with regard to Management officials or others.

Section 3. The Union may share information on the Agency websites granted it complies with appropriate guidelines. All requests from the Union shall route through the appropriate Public Affairs Office for screening and determination of the appropriateness of posting. Union posted material will require renewal of content every 30 days.

Article 13 UNION-CIVILIAN PERSONNEL OFFICE MEETINGS

Section 1. The CPAC and the Union agree to hold meetings as deemed appropriate by the parties.

Section 2. Union-CPAC meetings should not deal with individual employee personal problems. They should be designed to accomplish such matters as:

- a. Provide the Union an opportunity to express its views on matters of general concern to activity employees.
- b. Identify problems in their embryonic stage.
- c. Provide Management an opportunity to share with the Union unclassified information concerning its mission, workload, budget, and other matters which will affect the workforce.
- d. Solicit Union support for such matters as worker suggestion, safety, blood-donor, charity drive, energy conservation, and employee productivity programs, and seek its assistance in reducing sick leave, Absence Without Leave (AWOL), and delinquent debts.

Section 3. Prior to any meeting, unless agreed upon beforehand, each party should provide the other party an agenda in writing of the topics to be discussed including an estimated duration of the discussion delineated by topics. When practicable, an agenda will be submitted five (5) working days in advance of the scheduled meeting.

Section 4. These meetings will be conducted informally and will be attended by an equal number of Management and Union representatives.

Section 5. A summary of matters discussed at the meetings may be prepared by the attending Management representative/designee and copies submitted to the Union, upon request.

Article 14

DEFENSE PERFORMANCE MANAGEMENT AND APPRAISAL PROGRAM (DPMAP)

Section 1. Performance Plan

a. Performance appraisals are an integral aspect of the organizational environment and will be administered through the Defense Performance Management and Appraisal Program (DPMAP) as outlined in DoD Instruction 1400.25, Volume 431. As such, the Employer will establish a performance evaluation plan (Plan) for each employee. The Plan will consist of critical elements that are aspects of the employee's work where acceptable performance is essential to his or her position. Each element will have a performance standard that, at a minimum, states the expectations or requirements established by the Employer that must be met by the employee in order for his or her performance to be rated as satisfactory in that element. An employee's performance will be rated in each element of the Plan. Both the Employer and the Union agree that frequent performance based discussions between supervisors and employees are beneficial to all parties. All parties recognize the importance of continuous feedback and strive to provide timely and relevant input in the event deficiencies are noted, especially outside of scheduled progress reviews, where the employee is afforded the opportunity to correct and recover from deficiencies.

b. An employee will not be held accountable or responsible for any changes to the elements and standards under his or her Plan until they are received by the employee from his/her Supervisor.

Section 2. Delivery of the Plan

a. The performance plan will be discussed between the supervisor and the employee upon initiation along with no less than one progress review generally taking place midway through the appraisal cycle. The monitoring of one's performance plan is to occur throughout the performance period.

b. In meetings to discuss the Plan, the rating official will discuss all elements as well as expectations for the satisfactory performance with the employee she or he supervises.

Section 3. Progress Review

a. If the Employer identifies unsatisfactory performance during the rating period, the Employer will provide specific examples of the deficient performance to the employee

and guidance and advice on what the employee must do to improve her or his performance to a level of “Fully Successful”. Where unsatisfactory performance is identified and supported by substantial evidence, the Employer will place the employee on a performance improvement plan in accordance with applicable regulations.

b. In recognition of the importance of continuous feedback providing benefits to both the Employer and employee in the pursuit of maintaining satisfactory performance, an employee should not receive an overall rating of less than “Fully Successful” in the event that an employee does not receive a scheduled counseling, or any counseling for a performance deficiency.

Section 4. Written Performance Appraisal

a. Normally, within 30 calendar days after the end of the appraisal period, each employee will receive a written performance appraisal from her or his immediate supervisor (rating official) that will be based on her or his performance compared to the standard for each element.

b. Supervisors will assign a rating of record based on performance against the elements and standard in an employee’s performance plan. Each performance element that is evaluated at the “Outstanding” or “Unacceptable” level must be accompanied by a narrative justification as to the employee’s accomplishment or lack of accomplishment.

c. A narrative statement is required when an employee has performed under an approved performance plan for at least 90 calendar days and there are more than 90 calendar days left in the appraisal cycle. This narrative will be considered by the incoming supervisor.

d. A rating of record is required when an employee has performed under an approved performance plan for 90 calendar days or more and the employee OR supervisor leaves the organization with less than 90 calendar days remaining in the appraisal cycle.

e. When employees are detailed to another supervisor for less than 90 calendar days, it remains the responsibility of the supervisor of record to develop and discuss a performance plan for that employee and complete the rating of record under the normal appraisal cycle. The supervisor of record is responsible for conferring with the supervisor of the detail to obtain any input necessary to assess the employee’s performance.

f. Employees who are detailed for 90 calendar days or more must have a written performance plan, which includes narrative statements (not a numerical rating) of the employee’s performance on the elements and standards from the supervisor for the detail, which reflects work assignments and goals for the detailed position.

g. An employee must be under her or his current Plan for at least 90 calendar days before receiving a written performance appraisal.

h. The Employer and employee will acknowledge the performance appraisal in DPMAP. The employee’s acknowledgement does not signify the employee’s agreement.

Article 15
DISCIPLINARY ACTION

Section 1. The Employer and the Union agree that all employees are bound to adhere to the standards of conduct as outlined in appropriate regulations.

Section 2. Employer will ensure that newly assigned employees are informed of the standards of conduct specified in the appropriate regulations upon their entry on duty, and supervisors will ensure that these standards of conduct are brought to the attention of all employees at least annually.

Section 3. Any disciplinary action taken against an employee will be administered in accordance with governing regulations and will be taken only for such causes as to promote the efficiency of the service.

Section 4. Any grievance over a disciplinary action arising from an alleged violation of the standards of conduct may be filed at the Third Step under Article 17, Grievance Procedure. An employee must file the grievance within thirty calendar (30) days after the effective date of the disciplinary action.

Section 5. If at any time an employee is being questioned by a supervisor or Management official on a matter that they reasonably believe may lead to disciplinary action, they have an absolute right to request that a Union representative be present as provided for in Section 7114 (a)(2)(B) of Title 5 USC. When an employee requests Union representation (unless subsequently waived), no further questioning or interrogation will take place until a Union representative is present. Absent extenuating circumstances, such representation will be provided within twenty-four (24) hours of the employee's request.

Section 6. A formal notice of proposed disciplinary action to activity employee will contain a statement whereby the employee may indicate that the Union may receive a copy of said proposed action.

Section 7. Management recognizes its responsibility to initiate disciplinary action, where warranted, within a reasonable amount of time after knowledge of the incident or infraction.

Section 8. When an employee does not elect to have the Union represent them, the Union will be permitted to have an observer present at all adverse action hearings on TFUT, subject to the terms of Article 6, only where settlement or resolution of the matter will be discussed. If resolution or settlement is not discussed, the Union may only attend such meetings.

Section 9. If an employee is to be served with a warrant or subpoena, it should, to the extent practicable, be done in private without the knowledge of other employees.

Article 16
SETTLEMENT OF GENERAL DISPUTES

Section 1. Should any dispute arise between the Employer and the Union concerning the interpretation or application of this agreement, representatives of the parties shall make an earnest effort to resolve the matter through consultation and discussion for a period not to exceed thirty (30) calendar days, unless the parties mutually agree to extend the time frame.

Section 2. If such efforts fail to produce a mutually satisfactory understanding, either party may present its position in writing to the other party or their designated representative. If no satisfactory solution is reached at this level between the two parties, either party to the agreement will have the authority to invoke arbitration in accordance with the Arbitration Article and 5 USC Chapter 71.

Article 17
GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide a mutually acceptable method for the prompt settlement of grievances.

Section 2. Most grievances arise from misunderstands or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by the parties to settle grievances at the lowest possible level.

Section 3. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, their performance, their loyalty, or desirability to the organization. Similarly, the occurrence of occasional grievances or appeals will not be construed as reflecting unfavorably on the quality of supervision or on the general management of an organization.

Section 4. A grievance includes any of the following grievances that is not specifically excluded under Section 6 of this Article:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning:
 - 1) The effect, interpretation, or a claim of breach of this collective bargaining agreement;
 - 2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or

regulation affecting conditions of employment.

Section 5. An aggrieved employee affected by discrimination, a removal or reduction in grade, or adverse action may at their option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purpose of this section and pursuant to Section 7121 (e)(1) of the 5 USC, an employee shall be deemed to have exercised their option under this section when the employee files a timely notice of appeal under the appellant procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 6. The following items are specifically excluded from coverage under this procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for national security reasons pursuant to Section 7532 or 5 USC.
- d. Any examination, certification, or appointment relating to employment.
- e. The classification of any position, which does not result in the reduction in grade or pay of an employee including Fair Labor Standards Act (FLSA) determinations.
- f. Reduction-in-force.
- g. Non-selection from a properly ranked referral and selection register.
- h. Non-adoption of a suggestion.
- i. Termination of probationary employees or termination of temporary employees with less than six (6) months.
- j. Notice of proposed adverse actions.
- k. Furlough.
- l. The assignment of ratings of record; or the award of any form of incentive pay, including cash awards; quality step increases; or recruitment, retention, or relocation payments. Any dispute that may limit the agency's discretion to employ Chapter 75 procedures to address unacceptable performance of an employee or limits the use of procedures under Chapter 43 of Title 5 USC before removing an employee for unacceptable performance; or that limits the agency's discretion to remove an employee from federal service without first engaging in progressive discipline.

Section 7. Questions of grievability or arbitrability by either the Union or the Employer

shall be referred to the arbitrator at Step Four of the negotiated grievance procedure as a threshold issue in the related grievance. In such situations, the arbitrator will first hear/consider the question of grievability and/or arbitrability.

Section 8. Union initiated grievances with the Employers agreement may begin the grievance at any step of the grievance procedure. Failure of Management or Union officials to answer written grievances within the time limits prescribed, unless mutually agreed to extend said time, shall permit the grievant or designated representative to refer the grievance to the next step.

Section 9. Time Limits. Other than those grievances concerning working conditions covered under Article 4, Section 3c, if any other grievance under this article is not addressed with the immediate supervisor of the grievant within thirty (30) calendar days after the occurrence of their knowledge of the issue giving rise to the grievance, such grievance shall not be presented or considered at a later date. Extensions will be granted if mutually agreed upon by both parties.

Section 10. The Negotiated Grievance Procedure.

a. The following steps will be followed in processing grievances in progressive order:

Step 1: Within thirty (30) calendar days of the event or occurrence triggering the grievance, the grievance shall first be taken up by the aggrieved employee(s) with their first-line supervisor or at the appropriate level within the employee's organization. The Union steward for that activity may represent the employee and act on their behalf or the aggrieved may process the grievance on their own behalf without representation.

Step 2:

a. If the grievance is not settled within seven (7) working days from the date of the initial Step 1 meeting, and the grievant decides to pursue the issue, the grievance shall be reduced to writing, stating the Article and Section of the contract violated, if any, the corrective action sought and submitted to the Directorate Head or their designated representative, or other appropriate management/supervisory official, with a copy to CPAC, within seven (7) working days from the date of the Step 1 meeting.

b. The grievant and/or appropriate Union representative will meet with the Directorate Head or their designated representative within ten (10) working days after receiving the written grievance.

c. Any settlement reached will be reduced to writing by Management, signed by the grievant and Management, and a copy will be furnished to all parties. If no settlement is reached, a Memorandum for Record will be prepared by Management summarizing the grievance and the considerations accorded the grievant during the meeting. The memorandum will be furnished to the grievant and the CPAC within seven (7) working days.

Step 3:

a. If no settlement is reached during the Step 2 meeting, the grievance may be referred in writing within ten (10) working days of the Step 2 meeting to the head of the activity (e.g., Commander, USAG Fort Stewart/Hunter Army Airfield; Commander, MEDDAC; Director, Network Enterprise Center, etc.) with copy furnished to CPAC, Fort Stewart, Georgia.

b. The Commander or their designated representative will issue a decision within fifteen (15) working days from the date of referral to Step 3. Any Commander or the Commander's designated representative responding to a grievance will automatically be considered at Step 3 of the grievance process.

Step 4:

a. If no settlement is reached within thirty (30) work days from the date of the Step 3, only the Union President, Commander, or Commander's designated representative may refer the grievance to arbitration in accordance with the arbitration procedures in Article 19 of this agreement.

b. During Steps 1 through 3 of the negotiated grievance procedure, the Union or Management may amend the written grievance statement to cite additional Articles and Sections of the Agreement violated.

c. If new factual information related to the factual basis giving rise to the grievance is made known to either party, the party may amend their respective grievance accordingly, provided that the party seeking to amend the factual basis supporting their grievance did not willfully withhold the new factual information from the other party.

Section 11. Outline of Negotiated Grievance Procedure—Employee Grievances.

STAGE OF GRIEVANCE	ACTION UNDERTAKEN	TIMEFRAME	SUPERVISORY LEVEL
Step 1:	a. Grievance initiated	a. Within thirty (30) calendar days of event triggering grievance	a. Lowest appropriate level; usually the immediate supervisor

	b. Step 1-grievance meeting	b. N/A	b. Same as above
Step 2:	a. Step 2 grievance filed	a. Within 7 workingdays of a Step 1 meeting	a. Directorate Head or Designated Representative
	b. Step 2 grievance meeting	b. Within 10 workingdays of receipt of Step 2 grievance	b. Same as above
	c. Step 2 grievance response to employee	c. Within 5 workingdays of Step 2 meeting	c. Same as above
Step 3:	a. Step 3 grievance filed	a. Within 10 workingdays of a Step 2 meeting	a. Commander or Commander's Designated Representative
	b. Step 3 grievance decision	b. Within 15 workingdays of receipt of Step 3 grievance	b. Same as above
Step 4:	Arbitration invoked by Union or Management	Within 30 working days from date of Step 3 decision	Commander or Commander's Designated Representative

Article 18
INTERPRETATION OF REGULATIONS

Section 1. Questions as to interpretation of published policies or regulations of a primary national subdivision, DOD, provision of law, or published regulation of appropriate authority outside the DOD will be resolved in the following manner:

a. Upon receipt of a grievance and upon agreement that the sole issue is the interpretation of such a regulation or policy, the Employer will compile a record of facts bearing on the case, including citation of the grievance and any other supporting material.

b. The aggrieved will be given the opportunity to review this submission and to submit such written comments, as they may desire, as part of the record. The file will be forwarded to the proponent of the regulation or policy for official interpretation. The aggrieved will be notified in writing by the Employer that official interpretation is being sought from the proponent.

c. Upon receipt of the official interpretation, the aggrieved will be notified in writing by the Employer.

Section 2. No interpretation issue will be referred for an official determination under this procedure unless it is clear that the sole issue is the interpretation of a regulation or policy. The interpretation by the proponent agency will be binding on all parties; however, the application of the regulation may be negotiable.

Article 19 ARBITRATION

Section 1. Any dispute or grievance that cannot be settled under Articles 15, 16 or 17 of this agreement may be submitted to arbitration.

Section 2. Only the Activity Commander (or their designated representative) or the President AFGE 1922 (or their appointed designee) shall submit matters for arbitration. The party invoking arbitration shall submit the particulars of the matter in writing to the Fort Stewart/Hunter Army Airfield CPAC Labor Relations Officer and the other Party to the arbitration (Activity Commander or designated representative, or President AFGE Local 1922 or their representative).

Section 3. Matters for arbitration under Article 15 and Article 16 will be submitted not later than thirty (30) working days from the date of decision under these Articles. Matters for arbitration under Article 17 will be submitted not later than thirty (30) calendar days from the date of submission of a written position.

Section 4. Within five (5) working days from the date of the receipt of an arbitration request, the parties will jointly or individually request the Federal Mediation and Conciliation Service to submit a list of impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after receipt of such list.

Section 5. The Union and the Employer will alternately strike one arbitrator's name from the panel and shall then repeat this procedure. The remaining name shall be the selected arbitrator. The party striking the first name shall be determined by a coin toss.

Section 6. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear a case in the event either party refuses to participate in the selection of an arbitrator, or upon inaction or undue delay on the part of either party.

Section 7. Prior to the notification of the selection of a specific arbitrator, the parties shall meet for the purpose of defining the issues to be arbitrated. If agreement cannot

be reached, the issues to be arbitrated, the Articles and Sections of the Agreement, the grievance, the decision at each step, and any other information as agreed to by the parties shall be forwarded to the arbitrator upon the confirmation of their appointment.

Section 8. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission to the arbitrator, and the arbitrator shall determine the issues to be heard.

Section 9. The fees and expenses of arbitration shall be borne equally by the parties.

Section 10. The arbitrator's award shall be binding on the parties. However, either party may file an exception to an award with the FLRA under regulations prescribed by the Authority.

Section 11. In the event an arbitrator's award is appealed to the Authority by either party, the award shall be stayed or delayed in accordance with the rules of the Authority.

Section 12. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement.

Section 13. It is understood that grievances which are not complex normally do not require a transcript, and where there is not mutual consent for providing a transcript, either party may elect to obtain such transcript at their own costs; however, the other party may not be privileged to such transcript except when they have equally shared the total cost of obtaining the transcript. Filing of briefs are optional to the parties at their discretion.

Section 14. The arbitration hearing will be held, if possible, on the Employer's premises during the shift hours of the regular day of the basic work week. The grievant and any employee witnesses shall be authorized a reasonable amount of taxpayer-funded union time.

Section 15. The arbitrator will be requested to render their decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 16. Where there is not already an arbitrator's decision upon the arbitrability of the issue, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing and shall first make a threshold determination as to merits of the case at the same hearing and shall make a threshold determination as to grievability before proceeding to consider the merits of the case. No decision on merits will be made should the arbitrator determine that the matter is not either arbitral or grievable.

Section 17. Where the parties consider it mutually desirable to do so, e.g., in an instance such as a highly complex case which could be expected to require several

days of hearings, the parties may elect to have the issue of arbitrability/grievability and the issue involving the merits of the case considered separately and if the non-grieving party requests it, to have the question of grievability/arbitrability and the merits heard by two different arbitrators.

Article 20
UNFAIR LABOR PRACTICE (ULP) CHARGES

Section 1. The parties recognize that ULP charges and subsequent proceedings are governed by 5 USC Chapter 71 and current and future regulations of the FLRA. No attempt is made here to modify, abridge, supersede, or otherwise take precedence over applicable law or regulations, and it is intended that this Article be interpreted in that context.

Section 2. Consistent with the philosophy reflected in Article 16, Section 2 of this Agreement, misunderstandings and disputes are ideally settled on an informal basis at the lowest practicable level. Like grievances, the Union and the Employer agree that it is beneficial to resolve disagreements before they elevate to the level of ULP charges. Toward this end, the parties will endeavor to create a climate whereby ULPs are not likely.

Section 3. In the event that one party does intend to charge the other with an ULP (as contemplated under FLRA regulations), the party to be charged will generally be given a copy of the charge, and reasonable opportunity to attempt resolution before the charge is transmitted to the FLRA Regional Office for consideration. The foregoing does not contractually bind either party to this course of action in any particular instance where an ULP charge may be filed, but rather, is an acknowledgement that disputes are best addressed in their infancy, and while not mandated by this agreement, a “cooling off” period may be utilized prior to the filing of a charge.

Article 21
PAYROLL DEDUCTION OF UNION DUES

Section 1. In conformance with applicable Civil Service Regulations and policies of Department of the Army, the Employer will withhold Union membership dues, as voluntarily allotted by unit members of the Union.

Section 2. Withholding shall include the regular periodic amounts required to maintain the employee as a member in good standing, but shall not include initiation fees, special assessments, back dues, or fines.

Section 3. Unit members participating in the dues withholding program must be members in good standing in the Union, as determined by the Union.

Section 4. Allotments for Union dues must be authorized on Standard Form 1187. The title of this form is “Request for Payroll Deductions for Labor Organization Dues.” The Union is responsible for informing its members of the allotment program, its

voluntary nature, the use and availability of the standard form, and the conditions governing revocation of allotments.

Section 5. Unit members wishing to participate in the dues withholding program must obtain Standard Form 1187 from the Union. The Union completes Section A of the form, and the employee fills in the remaining blanks. The Union is responsible for delivery of the completed original copy to the CPAC who then turns this in to Payroll.

Section 6. Standard Form 1187 must be received by the Civilian Payroll Office a full pay period prior to the beginning of the pay period during which the dues deduction is to be made.

Section 7. Union dues will not be withheld when an employee's net salary for the payroll period involved is insufficient to cover the dues after other legal and required deductions have been made.

Section 8. It is agreed that the amount of dues to be withheld shall remain unchanged until the Union certifies to the Civilian Payroll Office that the amount of dues has changed for a particular member, or members, showing the specific amount of the new deduction. Such changes shall not be made more frequently than once each 12 months, measured from the date of the last change made by the Union. Notification of dues changes must be received by the Civilian Payroll Office a full pay period prior to the beginning of the pay period for which the change is effective.

Section 9. An allotment for the deduction of dues may be revoked by the employee only by submitting a Standard Form 1188 to the Union. The revocation shall not be effective for a period of one (1) year from the date the allotment was first made. Subsequently, an individual's revocation may be submitted at any time after their anniversary date to the Union. The Union will provide a copy of the Standard Form 1188 to the appropriate servicing Civilian Payroll Office for processing.

Section 10. Dues withholding will be discontinued when the allotter dies, retires, separates from federal service, transfers from the installation servicing Civilian Payroll Office, moves, or is reassigned to an organizational segment which has not been accorded exclusive recognition; upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD. Dues withholding will also be discontinued upon receipt of notice from the Union that the employee has resigned, been suspended, been expelled, or for any other reasons ceases to be a member in good standing of the Union. The Union is responsible for promptly submitting such notices to the Civilian Payroll Office.

Section 11. Remittances to the Union of dues withheld for its account shall be made no later than three (3) working days following the day on which the related salaries were paid to the employees. Such remittances will be made to the Union officer designated in writing by the Union to the Civilian Payroll Office. Remittances shall show the names of participating employees, the amounts withheld, and the pay

period during which deductions were made.

Section 12. There shall be no charge by the Employer for deduction of Union dues.

Article 22 CONTRACTING OUT

Section 1. When the Employer determines that activity work will be contracted out, the Employer will consult with the Union, upon request, concerning the impact on bargaining unit employees.

Article 23 HOURS OF WORK

Section 1. Clean up time. Each major organizational element will, where necessary, determine and allot a reasonable amount of time sufficient for cleanup and storage of work tools and equipment. No across-the-board cleanup time will be established. In those instances where it has been clearly established that cleanup is required, fifteen (15) minutes is normally considered reasonable time; however, time required and allotted may vary depending on work areas and conditions.

Section 2. Break Periods. A break period of at least fifteen (15) minutes shall be granted to the employee at least once per four (4) hours worked. The number of breaks granted in excess of one (1) per four (4) hours worked ratio will be done on the basis of equity and reasonableness in the workplace. Breaks are understood to be applied so as to promote the efficiency of the work unit. Employees should be afforded a break opportunity after the initial two (2) hours of the assigned work shift have been performed but not later than four (4) hours. Time used throughout the work shift for calls of nature will not be applicable to break periods. A break period may be conducted away from the employee's work station, with supervisory approval, as long as the employee has returned within the fifteen (15) minute break period and has provided the supervisor means of contact while away from the work station in the event of an emergency recall. The burden is on Management to facilitate a duty schedule that provides sufficient staffing for break periods to be afforded.

Section 3. Meal Periods. Work shifts will provide for normal meal periods of no less than thirty (30) minutes but not greater than sixty (60) minutes in duration. A period of twenty (20) minutes will be granted and will be considered time worked for which compensation is allowed for those employees not otherwise permitted a normal meal period as defined above. Employees who are on normal meal periods that are not compensated will have no restrictions on where the meal period is conducted. The employee will be relieved from all work duties and encouraged to conduct their meal period away from their respective work station provided the employee provides the supervisor a means of contact while away from the work station in the event of an emergency recall.

Section 4. Forbearance of Breaks and/or Meals. Management, at its discretion, can

require the employee to forgo break and/or meal periods when workload considerations necessitate the same, and may allow the employee to take his/her break at another appropriate time. In the event the Employee is directed to work through a meal period, Management will compensate the Employee equal to the meal period either through monetary or time allowance.

Section 5. Breaks and Meal Periods during Overtime Periods. The requirement for providing breaks and/or meal periods for an employee shall be based on the number of consecutive hours worked, calculated from the time when the employee officially begins work on any given day or shift. If an employee works beyond their normal tour of duty, they shall receive a minimum of one (1) fifteen (15) minute break for each additional four (4) hours worked, regardless of how this additional time is classified (e.g., overtime, compensatory time, credit hours). The employee shall be granted a meal period for every consecutive seven (7) hours of work regardless of whether said time is designated as regular time, overtime or a combination thereof.

Section 6. Physical Training. Subject to governing law, regulation, and policy, Civilian employees may be granted up to 3 hours of administrative leave per week (no more than 1 hour per day) to participate in a command-sponsored fitness and health promotion program, including physical fitness activities, preventive health events, education on health promotion topics (such as nutrition and exercise principles), and any other activities covered by the program. Participation in the program is not an entitlement and is subject to approval by supervisory officials. The program does not create an employee right or benefit, substantive or procedural, enforceable at law by a party to litigation with the United States. For employees assigned to the Directorate of Emergency Services, a physical exercise program that is part of their normal duties is not covered by this program. For employees other than those assigned to the Directorate of Emergency Services, with Supervisor concurrence, an employee may, for a one time period of six (6) months during their career, be granted time at the initiation or completion of their scheduled shift for physical training. Physical training time shall be limited (and not carried over) to three (3) hours of work time based on a forty (40) hour workweek. Said three (3) hours of work is to be completed in a maximum of sixty (60) minute increments to be performed at the initiation or completion of an employee's scheduled shift.

Article 24

ALTERNATE WORK SCHEDULES

Section 1. Management reserves the right to assign work and utilize the various work schedules, such as, but not limited to, flexitours, gliding schedules and compressed schedules, available within rules and regulations. Management will consider the various schedule options in determining the schedule to be performed in order to execute the mission. Employer recognizes that not all employees will wish to use this flexibility, and therefore agree to permit employees to request their schedule dependent on staffing and Mission on a case-by-case basis.

Section 2. If Management approves an AWS, employees may grieve the type of AWS (FWS or CWS) assigned if the Employee can demonstrate a negative economic impact

due to the assignment of AWS.

Section 3. Each major activity covered in this Agreement may elect its own policy for implementation in accordance with mission requirements with appropriate Union notification on the implementation of the policy.

Article 25 TELEWORK

Section 1. Management reserves the right to assign work and utilize the various work methods to accomplish Mission Requirements.

Section 2. Participation in the telework program is voluntary and is an arrangement established to facilitate the accomplishment of work from an approved worksite other than the location from which the employee otherwise work according to the Telework Enhancement Act of 2010; and Title 5 USC 2105.

a. Participants in the telework program will receive the same treatment/opportunities as non-telework employees in regards to work assignments, awards, and recognition, development opportunities, and promotions.

b. The Employer will not be responsible for operating costs, home maintenance, insurance, travel, relocation, or any other costs (ie. Utilities) associated with the use of an alternative worksite.”

Section 3: Requests for Telework and the Telework Agreement

a. To request a telework arrangement, the employee must submit a signed request to his or her supervisor. Denial of a recurring or episodic telework arrangement will, upon request, be provided to the employee in writing, specifying the reason(s) for denial.

b. The Telework Agreement, DD Form 2946, documents the terms and conditions of participation in the telework program, to include required training and safety measures. The Telework Agreement must be signed by both parties prior to the start of teleworking.

c. To discontinue participation in the telework program, the employee must notify his or her supervisor in writing.

Section 4. Reasonable Accommodation. Approved episodic or recurring telework to enable a disabled employee to perform the full range of his or her official duties. All requests for reasonable accommodations are subject to approval by the immediate supervisor or next in the supervisory chain of command (IAW AR 690-12).

Section 5. Temporary Medical Conditions.

a. Approved episodic or recurring telework performed for a period of time requested by the employee, submitted to the immediate supervisor, and approved by a Management Official or his or her designee due to a documented medical condition of the employee, or the employee's immediate family member, that temporarily prevents the employee from performing his or her duties in the traditional office. For the purposes of this Article, an immediate family member is defined consistent with 5 C.F.R. § 630.201 as the spouse and parents thereof, parent, children and brothers/sisters and spouses thereof, or any individual related by blood or affinity who has an equivalent family relationship.

b. To be approved, the employee must submit documentation of:

- 1) The date the health condition commenced;
- 2) A general statement of the medical condition;
- 3) The probable duration (i.e., the date on which the employee will be able to return to work in the office); and,
- 4) If applicable, whether there is any limit on the employee's performance of work during the temporary telework arrangement (e.g., type of work, number of hours per day).

c. The Employer may request additional medical documentation or clarification.

d. Requests for temporary medical telework will be approved in increments of 90 calendar days or less.

(1) Requests based on the medical condition of an employee that exceed 90 calendar days must be requested as a reasonable accommodation. Employees who do not qualify for reasonable accommodation may be granted a limited extension of up to one calendar year, in increments of 90 days or less. Requests based on the medical condition of an employee's immediate family member that exceed 90 calendar days must be requested as a temporary hardship.

e. At the conclusion of the telework arrangement, or when an extension is denied, the employee must return to the Official Duty Station as directed by the Employer. Decisions regarding telework based on a medical condition are made on a case-by-case basis and are based on work constraints, office coverage, impact on co-workers, and employees' medical requirements or personal needs. The decision will be upheld if based on a rational basis.

Article 26
OVERTIME

Section 1. Management reserves the right to assign work and require employees to work overtime.

Section 2. Employees will be compensated for all overtime hours worked in accordance with law and government-wide regulations. Overtime will be recorded in fifteen (15) minute increments.

Section 3. Management will make attempts to fairly distribute overtime to eligible employees. Management will not assign overtime as a reward or penalty towards eligible employees.

Section 4. In the assignment of scheduled overtime, the Employer agrees to provide the employee with twenty-four (24) hours advanced notice. Any employee designated to work overtime on days outside of the basic workweek will be notified, except in cases of sudden or unanticipated work requirements demanding prompt attention, not later than one full workday prior to the scheduled overtime.

Section 5. The Employer may require that an FLSA exempt employee (as defined at 5USC 5541(2)) receive compensatory time off in lieu of overtime pay for irregular or occasional overtime work, but only for an FLSA exempt employee whose rate of basic pay is above the rate for GS-10, step 10. No mandatory compensatory time off is permitted for wage employees or in lieu of FLSA overtime pay.

Section 6. When scheduled overtime is anticipated to exceed two (2) hours after the normal work shift, employees shall be granted a fifteen (15) minute break period before commencing the overtime shift.

Article 27
LEAVE AND ABSENCE

Sections 1-10: Annual Leave

Section 1. Application for annual leave will be made by the employee normally to their first-line supervisor either via an OPM Form 71 (Application for Leave) or an approved electronic timekeeping system. Approval of an employee's request for accrued annual leave may be granted, subject to work load requirements, and provided that the employee gives their supervisor a minimum of a seven (7) calendar day notice. The request will be approved or disapproved by the supervisor as soon as practicable after

the request is made, which normally should not be more than seven (7) calendar days. Should a decision not be provided within seven (7) working days, both parties agree that the Employee shall contact Management for a request. A copy or notice of the approval or disapproval will be furnished to the employee for their records.

Section 2. When employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. When the Employer finds it necessary to cancel previously approved leave, and/or deny the specific leave period requested by an employee, the reasons for such action shall be explained and annotated either on the OPM Form 71 or in the approved electronic timekeeping system.

Section 3. The Employer will endeavor to schedule annual leave of not greater than two (2) weeks in continuous duration for vacation purposes on requests made prior to 1 February. The above applies to only one (1), two (2) week vacation period. When an employee has made their selection, they shall not be permitted to make a change when it affects the choice of another employee. The supervisor may approve a change in selection provided another employee's choice is not disturbed, and the employee can be spared from their duties. Employees will earn annual leave in accordance with applicable regulations. The minimum charge for annual leave is fifteen (15) minutes with additional charges in multiples of fifteen (15) minute increments thereafter.

Section 4. In the case of transfer of an employee from one internal organizational element to another, previously scheduled annual leave for vacation purposes will be honored by the Employer.

Section 5. Because of annual leave carry over ceilings, the Employer will make maximum efforts to grant leave that may be forfeited because it cannot be carried forward to the succeeding leave year. Any employee that is unable to use all annual leave (use or lose category) must request in writing for leave restoration to their immediate supervisor. Approval authority will be governed within each individual organization by policy.

Section 6. If, for any reason, the Employer schedules a temporary shutdown of operations or a shut down because of an Act of God affecting the employees of the unit, reasonable efforts will be made to either provide work for employees or place employees on administrative leave.

Section 7. Maximum consideration will be given to employees applying for leave on a workday that occurs on a religious holiday associated with the religious faith of the employee.

Section 8. An employee may be granted annual leave or leave without pay in case of a death in the immediate family. Immediate Family Member is defined per CFR 630.201.

Section 9. The employee, or person designated by the employee, will contact their supervisor to request unscheduled leave as soon as practicable when the need arises that requires their absence.

Section 10. Advanced annual leave may be requested for an amount not to exceed that which will be earned within the remainder of the leave year. Employees will complete an OPM Form 71 or other approved electronic timekeeping system application for leave to request advanced annual leave. Approval authority will be governed within each individual organization by policy.

Sections 11-23: Sick Leave

Section 11. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave and use it wisely as it will be available to them in case of extended illness.

Section 12. The Employer must grant sick leave to an employee when he or she

- 1) Receives medical, dental, or optical examination or treatment;
- 2) Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
- 3) Provides care for a Family Member –
 - i) Who is incapacitated by a medical or mental condition or attends to a Family Member receiving medical, dental, or optical examination or treatment;
 - ii) With a serious health condition; or
 - iii) Who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that Family Member's presence in the community because of exposure to a communicable disease;
- 4) Makes arrangements necessitated by the death of a Family Member or attends the funeral of a Family Member;
- 5) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- 6) Must be absent from duty purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- 7) The Employer will also apply all parts of 5 CFR 630.401 - 408 when making sick leave determinations.

Section 13. Consistent with 5 CFR 630.401, the employer will consider the employee's self-certification as sufficient evidence to support a charge to sick leave for absences of three (3) consecutive work days or less. The self-certification is accomplished by having the employee complete an OPM 71. However, nothing in this section prohibits the Employer from requiring a medical certificate (within 30 calendar days from the Employer's request) or other administratively acceptable evidence as to the reason for the absence, if they determine it to be necessary.

a. If an Employee submits an acceptable medical certificate during the period of sick leave usage, the Employee does not have to make daily calls for the period covered by the medical certificate.

b. If an Employee returns to work with a valid medical certificate, the Employer shall not question the validity of the documentation unless an established pattern of abuse is documented.

Section 14. When in individual cases there is evidence that the sick leave right has been abused, an employee may be placed on leave restriction according to the following:

a. 1st offense – No longer than ninety (90) days.

b. 2nd offense – No longer than one hundred eighty (180) days.

c. 3rd offense – One (1) year

In such cases the employee will be advised in writing that a medical certificate will be required to support a future grant of sick leave regardless of the duration.

Section 15. The amount of advanced sick leave granted to an employee's account will not exceed thirty (30) work days at any time. Where it is known that the employee is to be retired or where it is anticipated that they are to be separated, the total advance may not exceed the amount which can be liquidated by subsequent accrual prior to separation. A request for advanced sick leave will be submitted by the employee to their immediate supervisor with supporting medical evidence that the requested leave is required. Approval authority will be governed within each individual organization by policy.

Section 16. Employees will earn sick leave in accordance with applicable regulations. The minimum charge for sick leave is fifteen (15) minutes with additional charges in multiples of fifteen (15) minute increments thereafter.

Section 17. Employees that occupy positions such as those providing security, fire protection, utility services, safety services, and medical services may be required to

notify their office, their supervisor, or the designated representative of their need for sick leave four (4) hours prior to shift change. All other employees that are not in positions specified above will notify the office named by the supervisor or designated representative as early as possible on the first day of absence. Normally, this is to be done during the first two (2) hours of the work shift.

Section 18. Except not permitting because of circumstances beyond their control, an employee will obtain approval of sick leave from their supervisor or designated representative at the telephone number provided by the supervisor within two (2) hours of the start of the employee's work shift. Requests will be reported by the employee personally via telephone and/or text message. If the employee is incapacitated and unable to personally contact their supervisor, other methods are acceptable such as by spouse or employee's representative. When using these alternative methods, the requirement remains to notify the supervisor within two (2) hours of the start of the work shift and complete the leave request form as soon as possible upon returning to work.

Section 19. When an employee is not fully incapacitated, or where a determination is made by a Federal Medical Officer (FMO), or a credentialed Medical Provider, the employee may be placed in light-duty status whereby the employer will make a reasonable effort to find light-duty to utilize the employee for a temporary period. If the light-duty lasts longer than one (1) week, the employee must provide sufficient medical documentation from a FMO or a credentialed medical provider to support additional light-duty in accordance with 5 CFR 630-403.

Section 20. When the supervisor does not suspect an employee of abusing sick leave privileges, advancement of sick leave to non-temporary employees that have completed their probationary period will be made in clearly established, deserving cases of serious disability or ailment.

Section 21. When the employee has exhausted all accrued sick leave credits, consideration will be given to the use of annual leave, which he or she may otherwise be required to forfeit, provided there is a reasonable assurance that the employee will return to duty. A written request from the employee, supported by a statement from the attending physician or credentialed medical provider, must be made for advancement of sick leave.

Section 22. Employees retiring for reasons of disability will be entitled to use accrued sick leave prior to separation consistent with current governing regulations.

Section 23. When an employee requests leave to care for a Family Member with a serious health condition, the employee's supervisor may require the employee to complete a Department of Labor Form WH-380-F. For the term "Family Member", refer to 5 CFR 630.201.

Section 24. Sick leave may be used for personal medical needs; funeral leave; care of a Family Member that is incapacitated by a medical or mental condition; attending to a Family Member receiving medical, dental, or optical examination or treatment; providing

care for a Family Member with a serious health condition; or adoption related purposes. A supervisor may require an employee to provide a statement from a credentialed health care provider indicating that the Family Member will benefit from the employee's care or presence. A full-time employee may be granted a maximum of 480 hours of sick leave each year for all Family care purposes. A "serious health condition" is an illness, injury, impairment, physical or mental condition that involves inpatient care or continuous treatment by a health care provider. The term "serious health condition" includes such conditions as cancer, heart attack, stroke, severe injury, Alzheimer's disease, pregnancy, and childbirth. The term "serious health condition" is not intended to cover short-term conditions for which treatment and recovery are very brief. The common cold, flu, earache, upset stomach, headache (other than a migraine), routine dental or orthodontia problems, etc. are not serious health conditions unless complications arise.

Section 25-29. Excused Absence Because of Climatic Conditions

Section 25. When appropriate notice has been received that all or part of the installation will be closed because of climatic or disaster conditions, supervisors will notify their employees and will excuse them from duty without loss of pay or charge to leave for the period that the installation or part of it is closed, consistent with latitudes provided in governing rules and regulations and/or mission requirements.

Section 26. Employees who are on annual or sick leave for the entire day will be charged leave for the entire day.

Section 27. Employees who after having been on duty during the first part of the day are absent on either approved annual or sick leave before notice of early dismissal is received will be charged leave for the balance of the day.

Section 28. Normally the period of excused time will not exceed three (3) consecutive workdays for any single period of excused absence. When unusual circumstances exist beyond three (3) workdays, excused absence for two (2) additional workdays may be authorized.

Section 29. The head of activities or their designees will identify "emergency employees" at least annually and notify them in writing that they are designated as emergency employees. The term "emergency employee" is used to designate those employees that must report for work in emergency situations. The notice will include the requirement that emergency employees report for or remain at work in emergency situations and an explanation that dismissal or closure announcements do not apply to them unless they are instructed otherwise. Because of the unique circumstances of each emergency situation, activities may designate additional employees as emergency employees that are required to report for or remain at work. If time and circumstances

permit, emergency employees may be provided administrative leave, not to exceed twenty-four (24) hours, by the heads of activities or their designees, to prepare for the emergency situation.

Sections 30-33: Excused Absences of Union Representatives for Training, etc.

Section 30. The Employer agrees that TFUT in accordance with applicable regulations shall be granted to an employee serving as a Union representative incident to their receiving information, a briefing, or orientation relating to matters within the scope of 5 USC Chapter 71 and of mutual concern to the Employer and the employee in their capacity as a Union representative. Such matters could include statutory or regulatory provisions relating to pay practices, working conditions, work schedules, employee grievance procedures, performance ratings, adverse action appeals, and negotiated agreements.

Section 31. Excused absence will not be given if the primary purpose of the employee's attendance is to train or inform them concerning business or representation by the employee organization in the art of collective bargaining negotiations.

Section 32. The Union President must submit in writing to the Employer for approval of any request for TFUT, specifying the sponsorship and purpose of the meeting, location, dates, hours, and all subjects to be covered, as well as the names of those employees for attendance that are Union representatives. Such requests must be submitted in advance of the scheduled date. The Union will endeavor to submit such requests at least two (2) weeks prior to commencement of subject training; however, in no instance will requests be submitted less than five (5) workdays prior to the commencement of such training.

Sections 33-34: Military Leave

Section 33. Military leave is normally limited to fifteen (15) calendar days during each year, regardless of the number of training periods in the year, and whether taken intermittently, a day at a time or all at one time.

Section 34. As an exception to the above provision, consistent with governing laws and regulations, Reserve members of the Armed Forces or National Guard may be allowed additional days of military leave consistent with federal law.

Sections 35-38: Excused Absence due to Voting and Registration

Section 35. Employees may be granted an amount of excused absence that will permit them to report for duty three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

Section 36. In the event of exceptional circumstances where the general rule as described in Section 35 above does not allow an employee sufficient time to vote, such employee may be excused for additional time as may be needed to enable them to

vote, depending upon the particular circumstances involved in the particular case, but such time shall not exceed a full day.

Section 37. The parties further agree that for an employee that votes in a jurisdiction which requires registration in person, such employee may be granted time off to register on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable round trip travel distance of the employee's place of residence.

Section 38. Should an employee's voting place be located beyond a normal commuting distance or an absentee ballot is not permitted or requires the voter to personally appear to obtain and/or cast such absentee ballot on other than non-working days, such employee may be granted sufficient time off in order to be able to make the trip to the voting place to cast their ballot. However, an employee's time off for this purpose in excess of one (1) day shall be charged to annual leave, or if annual leave is exhausted, then to leave without pay.

Section 39. Blood Donation. Employees that participate in charitable blood donations may receive up to four (4) hours of administrative leave to facilitate donation and subsequent recovery.

Section 40. Leave without Pay (LWOP) is a temporary non-pay status and absence from duty that is granted at an employee's request on an OPM Form 71 or approved electronic timekeeping system application for leave to their immediate supervisor. Approval authority will be governed within each individual activity by policy.

Section 41. Employees are entitled to LWOP for the following circumstances:

- a. The Family and Medical Leave Act (FMLA) of 1993 provides covered employees with an entitlement to a total of up to twelve (12) weeks of LWOP during any twelve (12) month period for certain Family and medical needs.
- b. The Uniformed Services Employment and Reemployment Rights Act of 1994 provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in a uniformed service.
- c. Executive Order 5396, 17 July 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

Section 42. Workers' Compensation. Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

Section 43. Paid Parental Leave. A covered employee may elect to take up to 12 weeks of paid parental leave instead of FMLA unpaid leave in connection with the occurrence of a birth or placement (for adoption or foster care) of a son or daughter per 5 U.S. Code § 6382 and any subsequent regulations.

- a. Paid parental leave shall be payable from any appropriation or fund available for salaries or expenses for positions within the employing agency.
- b. This leave shall not be considered to be annual or vacation leave.
- c. The paid parental leave must be used in a 12-month period from the birth or placement of child(ren).
- d. For an employee to be eligible they must have completed 12 months as an employee described in 5 U.S.C. 6381(1)(A).
- e. Employee must agree (in writing), before the commencement of such leave, to work for the applicable employing agency for not less than a period of 12 weeks beginning on the date such leave concludes.
- f. The head of the agency shall waive the requirement of (E) in any instance where the employee is unable to return to work because of the continuation, recurrence, or onset of a serious health condition (including mental health), related to the applicable birth or placement of a child, of the employee or the child.

Article 28
SENIORITY

Section 1. The Employer may consider seniority when assigning work, approving leave, or making shift considerations within work sections. It is the Union's desire for the Employer to consider this practice.

Article 29
TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. Management and the Union agree that the training and development of employees is a matter of primary importance to the parties, and the parties shall strive to attain training and development for all employees according to their needs.

Section 2. To achieve this goal (as described in Section 1 above), the Employer will plan and provide for training and development of employees as required to accomplish the mission, consistent with existing regulations and available resources.

Section 3. The Union will encourage employees to:

- a. Keep abreast of changes occurring in their fields, crafts, trades, professions or occupations.
- b. Participate in developmental activities in order to perform more effectively in current

and future assignments. These developmental activities may include reassignment, job rotation, on-the-job training, and classroom training.

c. Realize that not all training and development are directly related to their jobs, and they have a responsibility for self-development, and for informing their supervisors of their accomplishments.

d. Utilize and share with fellow employees new skills acquired through training.

Section 4. In recognition of the mutual advantages to the Employer and to the employee, the Employer agrees to make a reasonable effort to utilize existing employees when training is determined to be necessary for new skills. Selection for such training shall be consistent with the criteria in applicable regulations.

Section 5. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employees involved. Maximum use may be made of the authority to waive qualification requirements and to enter into training program agreements, as appropriate, in order to place employees in lines of work where their services can be utilized. Training required in connection with officially assigned duties will be accomplished at the Employer's expense, consistent with controlling authority.

Section 6. Management will provide employee on-the-job cross-training to the maximum extent practicable, employing such techniques as interchanging employees when they share mutual desires and aptitudes to receive training in each of their respective positions, respective supervisors concur, and such training does not deter mission accomplishment.

Section 7. In the event of a reduction-in-force, Management will determine from the appropriate state employment service whether any of the affected employees may be eligible for training at state expense, and if so, will inform employees how to apply for training.

Section 8. Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of Management. Available training programs will be discussed with the employees that would normally be eligible for such training.

Section 9. Upon acceptance for a position, employees will be oriented concerning what is expected in the performance of their duty. This will include appropriate use of equipment, forms, procedures, interacting with the public, and above all, what the mission of the employing activity is.

Section 10. The Employer agrees to give advance notice to the Union in regard to the installation of any new equipment or machinery that results in changes to conditions of employment in which additional training is required.

Article 30
REDUCTION-IN-FORCE (INCLUDING MOCK RIF), DEMOTIONS, AND
INVOLUNTARY REASSIGNMENTS

Sections 1-3: Reduction-in-Force

Section 1. Management agrees to notify the Union, except when classified, in advance of reduction-in-force actions, at which time the Union may make its views and recommendations known concerning the implementation of such reduction-in-force actions. Prior to implementation of a reduction-in-force, Management will discuss in detail with the President of the Union or his designated representative the competitive levels to be affected.

Section 2. In the event of a reduction-in-force, existing vacancies in continuing positions will be utilized to the maximum extent allowed to place employees that otherwise would be demoted or separated from the service. All reductions-in-force will be accomplished in compliance with governing regulations.

Section 3. Any career or career-conditional employee that is separated because of reduction-in-force will be placed on the Reemployment Priority List in accordance with applicable rules and regulations, and such employees will be given preference for rehiring into temporary and permanent positions for which qualified at a grade no higher than that held by the employee at the time of the reduction-in-force. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment, consistent with governing regulations.

Sections 4-6: Demotions.

Section 4. Any career or career-conditional employee that is changed to lower grade through no fault of their own shall be provided special consideration for re-promotion prior to use of regular competitive merit placement procedures in accordance with applicable regulations.

Section 5. Employees in the workforce will be periodically advised, through informational announcements, of their rights and responsibilities under such conditions as described in Section 4 above. Such information may include advice to employees regarding how they may receive consideration both under competitive procedures and special consideration after demotion.

Section 6. Management agrees that cases of demotion that result from a gradual change in duties will be made in accordance with applicable OPM, DA and appropriate governing regulations.

Section 7. Involuntary Reassignments. It is agreed that when the needs of the service require, a reassignment may be ordered on an involuntary basis. In accordance with laws and regulations. The Employer has the right to select the employees to be involuntarily reassigned. The Union will be given ten (10) working

days' notice of this reassignment before notice is provided to the employee.

a. The Employer agrees to consider evidence from the employee that demonstrates an involuntary reassignment will cause a significant hardship.

b. Where the Employer directs a reassignment, the Employer will notify the Union of its intention to reassign employees. The names of the impacted employees (*i.e.*, those who are qualified to be reassigned) for the new assignment(s) will be provided to the Union in the notice. The impact and implementation of the reassignment will be negotiated to the extent required by law. For purposes of any impact and implementation bargaining over this Article, the Parties agree that only matters expressly contained in this Article are not subject to further impact and implementation bargaining.

Article 31

POSITION CLASSIFICATION AND JOB GRADING STANDARDS

Section 1. The Employer agrees to notify the Union of proposed new or changed classification standards which are referred by higher headquarters.

Section 2. If requested by the employee in pursuing an appeal, they may be represented or assisted by their Union representative in discussing the matter with their supervisor or with representatives of the CPAC. Employees retain the right to appeal position classification without fear of restraint, prejudice, or reprisal.

Section 3. It is agreed that the Employer should take prompt action on classification appeals.

Section 4. Any employee in the activity that believes their position is improperly classified will first consult with their supervisor for information and guidance as to the basis for the classification of their position. Consultation may also be arranged for the employee by the supervisor, as necessary, with appropriate representatives of the CPAC in an effort to resolve the employee's dissatisfaction informally.

Section 5. If the employee's dissatisfaction concerning the classification of their position cannot be informally resolved, they should be advised by the supervisor and/or the CPAC, as may be appropriate, in order that they may obtain such regulations and information as may be required pursuant to their appeal, including their rights to representation.

Article 32

POSITION DESCRIPTIONS

Section 1. Position descriptions are based upon the major duties and responsibilities assigned to each position. All identical positions within the same organizational unit normally will be covered by the same position description. Any subsequent changes in the position description will be discussed with the employee, and they will be furnished

a copy of the changed position description. It is the Employer's responsibility, working with the employee, to ensure the employee is working under a correct and updated position description.

Section 2. The parties recognize that, in accordance with 5 USC 7106, the Employer has the sole, reserved right to determine the mission of the organization and to assign work to employees. Within this context and pursuant to maintaining the dignity of the employee and high morale within the work unit, the Employer will endeavor to assure, where deemed practicable by the supervisor, to not assign employees incidental or menial duties (as other duties assigned) that are inappropriate to their positions, unless considered to be warranted to do so under the particular circumstances in the sole discretion of the supervisor.

Section 3. The Employer shall ensure that position descriptions are regularly updated and kept current in accordance with the major duties and responsibilities assigned to each position. The Employer shall, upon request, furnish the Union an updated position description for any employee that is subject to this agreement within ten (10) days of the request.

Section 4. Management will be cognizant of an employee's skills and qualifications when assigning work as "other duties as assigned."

Article 33 LOCALITY WAGE SURVEYS

Section 1. The Local Wage Survey Committee will determine the number of data collectors needed. One-half (1/2) of the data collectors will be comprised from those designated as nominees by the Union.

Article 34 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Management and the Union agree to cooperate in efforts to provide equal opportunity in employment for all persons consistent with controlling regulations and laws governing impermissible discrimination; to endeavor to prohibit discrimination because of age, race, color, religion, sex, (including sexual harassment), national origin, genetic information or disability; to promote the full realization of equal employment opportunity through a continuing affirmative employment program; and to fully support the elimination of under-representation of minorities and women in all categories of Civil Service employment. When Management determines that locally implemented personnel policies, practices, and procedures might serve as a barrier to eliminating under-representation, Management agrees to consult with the Union about modifying or discontinuing such policies, practices, and/or procedures identified as barriers so as to promote affirmative employment at Fort Stewart/Hunter Army Airfield. The Union may provide feedback as a part of a barrier removal team chaired by the Office of Equal Employment Opportunity (EEO) and supported by Management, CPAC, and Legal to achieve balanced representation.

Section 2. Candidates for EEO Collateral Duty Counseling may be nominated by the Union but subject to the approval of the nominee's supervisor and EEO Officer. Management will cooperate with and support the EEO counselor in the performance of counseling duties, as assigned by the EEO Officer. The EEO counselor will be free of restraint, interference, harassment, coercion, discrimination, or reprisal in connection with the performance of assigned counselor duties.

Section 3. The Union may be present, if elected as a representative in writing, during discussions by Management and the aggrieved/complainant, to include pre-complaint, investigative, and hearing phases of the EEO process, consistent with rules, laws, and regulations.

Section 4. The Union shall be given reasonable notice of all proposed remedial or corrective action(s) to be taken as a result of formal resolution of EEO complaints consistent with governing laws and regulations. The parties agree that unless compelling reasons exist for waiving them, all corrective or remedial actions will be consistent with provisions of this agreement. The Union shall have the right to be present at a formal discussion between Management and employees, consistent with 5 USC Chapter 71.

Article 35 ALCOHOLISM AND DRUG ABUSE

Section 1. The Union and Management jointly recognize alcoholism and drug abuse as illnesses that are treatable. It is also recognized that it is in the best interests of the employee, the Union and Management that these illnesses be treated and controlled in accordance with agency regulations and directives.

Section 2. It is recognized that most supervisors and Union representatives are neither professional diagnosticians in the field of alcoholism and drug abuse nor are they medical experts. Therefore, official diagnosis of alcoholism and drug abuse will be accepted as valid only if made by qualified personnel.

Section 3. The Union and Management jointly agree early communication with regards to performance issues is vital to corrective behavior. Both parties agree to communicate to employees the available resources available at any given time, not just after a performance issue arises, through installation service providers.

Section 4. An employee may seek confidential assistance and services available to them prior to/or after supervisor intervention for job performance difficulties.

Section 5. Reasonable Suspicion/Cause: All Army Civilian employees are subject to reasonable suspicion testing when there is reasonable suspicion of on-duty use or on-duty impairment. Army Civilian employees in Testing Designated Positions are subject to reasonable suspicion testing when there is reasonable suspicion that an employee uses illegal drugs, whether on- or off-duty, as well as random testing.

Article 36
SAFETY

Section 1. Management agrees, to the fullest extent of their authority and within the their capability and budgetary limitations, to make every effort to provide a wholesome, safe, and healthful working climate and endeavor to provide proper ventilation of working areas and proper heating for all building where employees are required to work; assure prompt and proper report of accidents and injuries; create a climate of safety consciousness in all supervisors and employees; ensure prompt and complete reporting of on-the-job injuries so that a fair and equitable settlement can be made. The Employees' Compensation Operations and Management Portal (ecomp.dol.gov) is the system in which a claimant utilizes to file a claim. The Union agrees to vigorously support the Army Safety Program through encouragement of all employees to conscientiously abide by established safety rules, regulations, and directives, etc.; to report to their supervisors any known hazardous condition or procedure for the purpose of making such condition safe; to report job connected injuries and illnesses to their supervisor immediately so that any and all Workers' Compensation forms can be expeditiously completed.

Section 2. Upon request but subject to security restrictions, the Union will be permitted to appoint a representative to accompany management officials in the investigation of circumstances and causes of an accident. If not otherwise precluded, one Union member of the Safety Committee may be allowed to accompany a Safety Office Representative from higher headquarters on a tour of sites where bargaining unit employees are employed. The Union may request to meet with an Occupational Safety and Health Administration (OSHA) Inspector.

Section 3. Any Installation Safety Council will include a member designated by the Union. This council will normally be tasked, among other things, to:

- a. Advise supervisors with regard to safe working methods and practices.
- b. Recommend changes to protective equipment or devices.
- c. Encourage employees to submit suggestions on safety.
- d. Develop and/or devise safe practices and rules to comply with current methods in accordance with agency regulations and guidance.
- e. Participate in promoting safety within the workforce.
- f. Safety meetings will be encouraged at the shop level.

Section 4. When essential for the protection of employees, items of protective clothing and equipment that comply with OSHA and other applicable laws will be furnished by the Employer in accordance with Department of Army regulations. The use of

protective clothing and equipment as a means of preventing or minimizing injuries to personnel or damage to equipment is essential to all operations that are made hazardous by existing conditions such as temperature, footing, illumination and visibility, ventilation, atmospheric contaminants, skin contaminants, physical and biological hazards, noise, and radioactivity.

Section 5. An employee that complains of a problem with safety shoes will refer the matter to their supervisor. Where a job-related medical problem is indicated, the employee may be referred to the appropriate Federal Medical Officer for their evaluation or examination.

Section 6. The wearing of protective clothing is required where:

- a. The items are necessary to protect personnel from occupational diseases and/or trauma.
- b. The items are necessary for safe performance of the task and/or protection of other people, government equipment, material, or property.

Section 7. The Employer recognizes the value of a safe and healthful working climate, and in this regard, will endeavor to assure where deemed practicable that only qualified personnel as determined by Management will perform work on or about moving or operating machines. Furthermore, employees that are assigned to such work will be appropriately compensated, consistent with applicable laws, rules, regulations, and this agreement. Consistent with applicable laws, rules, regulations, and this agreement, in making such assignments, consideration will be given to enforcing safety standards, the use of all reasonable precautionary measures, and maintaining a worksite not unduly burdened with hazards. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operations.

Section 8. The procedures established in the safety and health program shall not preclude the right of any employee to file a grievance at the appropriate step of the grievance procedure. The primary responsibility of resolving differences involving health and safety matters remains with Management and the Union.

Article 37

ENVIRONMENTAL AND HAZARD DIFFERENTIAL PAY

Section 1. When the Union or the Agency considers a local work situation to warrant coverage under payable categories of environmental differential pay for Wage Grade employees IAW Appendix J of the Appropriated Fund Operating Manual or hazardous duty pay for General Schedule employees IAW Appendix A, 5 CFR, Part 550, subpart I, the Agency will make every effort to initiate continuing positive actions to remove or eliminate or reduce to the lowest level possible all hazards and working conditions of a severe nature.

Section 2. If the hazard cannot be eliminated or significantly reduced by preventative

measures, including the use of safety equipment and protective clothing, the Agency shall pay the hazard pay differential listed in appendix A of the subpart referenced in Section 1 of this Article to an employee who is assigned to and performs any duty specified in appendix A of this subpart. However, hazard pay differential may not be paid to an employee when the hazardous duty or physical hardship has been taken into account in the classification of his or her position, without regard to whether the hazardous duty or physical hardship is grade controlling, unless payment of a differential has been approved under paragraph (a) of this section.

a. The head of an agency may approve payment of a hazard pay differential when—

1) The actual circumstances of the specific hazard or physical hardship have changed from that taken into account and described in the position description; and

2) Using the knowledge, skills, and abilities that are described in the position description, the employee cannot control the hazard or physical hardship; thus, the risk is not reduced to a less than significant level.

b. For the purpose of this section, the phrase “has been taken into account in the classification of his or her position” means that the duty constitutes an element Considered in establishing the grade of the position—*i.e.*, the knowledge, skills, and abilities required to perform that duty are considered in the classification of the position.

Section 3. The Employer will determine the approving official within each element of this agreement and comply with the laws governing the authorization of hazardous pay differential.

Article 38

SPECIAL TOOLS, CLOTHING, EQUIPMENT, AND PARKING

Section 1. Subject to the provisions of applicable regulations, Management agrees to bear the full expense of all special tools, clothing, and equipment employees may be required to use.

Section 2. Reserved space for a physically handicapped employee will be provided with easy access into the entrance of the building from the handicap parking spot. Such spaces will be requested by the handicapped employee and approval granted if deemed appropriate by Management in accordance with the current laws, rules, and regulations. Each facility will have the proper number of handicap parking spaces defined by regulatory guidelines.

Article 39

OFF-DUTY EMPLOYMENT

Section 1. Bargaining Unit Employees may engage in outside employment that does not:

- a. Interfere with their ability to perform their government duties.
- b. Appear to create conflict of interest involving the Army or the United States Government.
- c. Reasonably expect to bring discredit or criticism against the employee or the Army.

Section 2. An employee who seeks to engage in outside employment or volunteer activities (as defined by government-wide regulations, 5 C.F.R. 2635, and 5 C.F.R. 5101.103) may do so once the request has been approved by the Employer. The employee must comply with all applicable ethics regulations, including any installation issued supplemental ethics regulations, in engaging in outside employment and/or volunteer activity.

Section 3. Request for Outside Employment

- a. To obtain approval of outside employment, the employee must submit a written request to her or his supervisor. The Employer will approve or disapprove an employee's written request to engage in outside employment as soon as possible, but not later than 15 business days from the receipt of the employee's fully completed request. The Employer shall approve such a request upon a determination that the outside employment or volunteer activity is not expected to involve work or conduct that is prohibited by statute or federal regulations, including 5 C.F.R. 2635 and 5 C.F.R. 5101.103.
- b. Where the outside activity requires the approval for publication or dissemination of a personally-authored paper, all existing DoD, Army, and Federal regulations apply, such as pre-publication review, where the employee's position requires such. If the employee is uncertain the Parties jointly recommend erring on the side of caution and submitting to pre-publication review.
- c. The Heads of the Activities are encouraged to authorize outside employment for bargaining unit employees when such employment does not interfere with mission accomplishment.

Section 4. Denial and Reconsideration

- a. If the request is denied, the Employer will include a statement of its reasons for disapproving the request. If a response from the Employer is not received with the period prescribed, the request will be considered approved.
- b. If the request is denied, the Employee may request reconsideration by the designated ethics official who will make a determination within 10 business days of the request or upon the employee providing additional information if requested by the designated ethics official.

Section 5. Before an activity implements a new or supplemental policy or regulation

regarding off duty employment, the activity will notify the Union and negotiate its impact and implementation.

Article 40
DURATION AND CHANGES

Section 1. Amendments to this agreement may be required due to changes in law, applicable Executive Order, regulations, or policies of appropriate authority. In such an event, the parties will meet within thirty (30) days after receipt of implementing instructions for such changes for the purpose of negotiating new language to satisfy statutory or regulatory requirements.

Section 2. Negotiations may be open for amendment(s) of the agreement by mutual consent of both parties at any time. Request for such amendment(s) by either party must be written and must contain a complete text of the amendment(s) proposed. The parties will meet within thirty (30) days after receipt of such notice to discuss the matter(s) involved. Such negotiations may be conducted in accordance with the original ground rules to this agreement if either party invokes its right to negotiate.

Section 3. This agreement will be binding on the parties for a period of three (3) years from the date of approval of the basic agreement. Either party shall notify the other party at least sixty (60) days but not earlier than ninety (90) days prior to the expiration of this agreement of that party's intent to renegotiate a new agreement. If either party serves such notice, representatives of Management and the Union will meet within sixty (60) calendar days of receipt of the notice and confer as to possible negotiations or other courses of action. If neither party serves timely notice on the other, the agreement shall be automatically renewed for a period of three (3) additional years.

Section 4. All parties will receive electronic copies of the final Collective Bargaining Agreement for distribution and printing as desired.

This collective bargaining agreement has been received and is hereby executed in accordance with the provisions of 5 USC 7114(b)(1), (2), and (3) of the Federal Service Labor Management Relations Statute.

In witness whereof, the parties hereto have executed this agreement this 27th day of May 2021.

In witness whereof, the parties hereto have executed this agreement this 27 day of May 2021.

FOR MANAGEMENT:

FOR THE UNION:

HOOD.STEVEN.BUR
NETT.1058922010

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Date: 2021.05.25 14:17:51 -04'00'

STEVEN B. HOOD
Deputy to the Garrison Commander
Chief Negotiator

Mark Deunger
MARK DEUNGER
President, AFGE Local 1922
Chief Negotiator

Based upon the Agency Head Review and their conditional approval dated June 22, 2021, the Parties to this Agreement agree to annotate this document with the following statement:

"Conditional approval by the Department of Defense on June 22, 2021."

Steve B. Hood
FOR MANAGEMENT/Date Aug 4, 2021

Mark Deunger
FOR THE UNION/Date 8/5/2021