Collective Bargaining Agreement

JRTC AND FORT POLK
and
NATIONAL ASSOCATION OF INDEPENDENT LABOR (NAIL)
LOCAL 10

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PREAMBLE

In accordance with Chapter 71 of Title 5 United States Code (USC), hereafter referred to as the Statute, and subject to all applicable statutes and regulations, the following articles constitute an Agreement by and between the U.S. Department of the Army, Headquarters, Joint Readiness Training Center and Fort Polk, Fort Polk, Louisiana; U.S. Army Medical Department Activity (MEDDAC), Fort Polk, Louisiana; U.S. Army Dental Clinic Command (DCC), Fort Polk, Louisiana; U.S. Army 106 Signal, Network Enterprise Center (Fort Polk) (NEC), Fort Polk, Louisiana; U.S. Army Installation Management Command (IMCOM), Fort Polk, Louisiana; U.S. Army Logistics Readiness Center (LRC), Fort Polk, Fort Polk, Louisiana; U.S. Army Mission & Installation Contracting Command (MICC), Fort Polk, Louisiana; U.S. Army Training and Doctrine Command (TRADOC), Fort Polk, Louisiana; and U.S. Army Center of Military History, Museum Division – Fort Polk Museum, Fort Polk, Louisiana, hereinafter referred to as the Employer, and the National Association of Independent Labor, Local 10, hereinafter referred to as the Union. Together, these entities are referenced throughout this document as the Parties.

WHEREAS, it is the intent and purpose of the Parties to promote the efficient and effective administration of the Employer, the Federal Service, and the well-being of employees, to establish a basic understanding relative to the conditions of employment of employees within the meaning of the Statute, and to provide the means of amicable discussion and adjustment of matters of mutual interest to the Parties.

Wherever the personal pronouns, “he,” “him,” or “his” are used in this Agreement, they shall be construed as neutral in gender, that is, as meaning both “he and she,” “him and her,” or “his and hers.”

NOW, therefore, the Parties agree hereto as follows:

WITNESSETH

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS, the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the Parties.

NOW, THEREFORE, the Parties agree hereto, as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative of all non-supervisory wage grade and general schedule employees of the following activities:

a. U.S. Department of the Army, Headquarters, Joint Readiness Training Center and Fort Polk, Fort Polk, Louisiana;

b. U.S. Army Medical Department Activity (MEDDAC), Fort Polk, Louisiana;

c. U.S. Army Dental Clinic Command (DCC), Fort Polk, Louisiana;

d. U.S. Army 106 Signal Network Enterprise Center (Fort Polk) (NEC), Fort Polk, Louisiana;

e. U.S. Army Installation Management Command (IMCOM), Fort Polk, Louisiana;

f. U.S. Army Logistics Readiness Center (LRC), Fort Polk, Fort Polk, Louisiana;

g. U.S. Army Mission & Installation Contracting Command (MICC), Fort Polk, Louisiana;

h. U.S. Army Training and Doctrine Command (TRADOC), Fort Polk, Louisiana; and

i. U.S. Army Center of Military History, Museum Division – Fort Polk Museum, Fort Polk, Louisiana.

Section 2. The following employees are excluded from the unit: all professional employees, management officials, supervisors, employees of the Post Fire Department, temporary employees with appointments not to exceed 90 days and employees described in 5 USC § 7112(b) (2), (3), (4), (6), and (7).

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, the Parties are governed by existing or future laws.

Section 2. The fact that the Union agrees to published Agency policies and regulations at the time the Agreement is approved does not preclude the Union from requesting to meet and negotiate on impact and implementation or substantive bargaining of any Agency policy and regulation.

ARTICLE 3

DEFINITIONS

AR means Army Regulation.

CFR means Code of Federal Regulations.

Collective Bargaining means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good faith effort to reach an Agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collecting bargaining Agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

Conditions of employment means personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters-

(a) relating to prohibited political activities;

(b) relating to the classification of any position; or

(c) to the extent such matters are specifically provided for by Federal statute.

CPAC means Civilian Personnel Advisory Center.

Gender means a sub-grouping of employees by sex and normally refers to the practice of describing policies as affecting either sex equally unless specifically described otherwise. A policy which refers to "he" applies to either male or female employees.

Management Official means an individual in a position of which the duties and responsibilities require or authorize the individual to formulate, determine or influence Agency policies.

Supervisor means an individual having 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 by the consistent exercise of independent judgment.

Seniority means an individual's length of service as determined by that individual's Service Computation Date.

Work Day means Monday through Friday, excluding holidays.

ARTICLE 4

EMPLOYER RIGHTS

Section 1. Management rights are prescribed in 5 USC § 7106.

Section 2. Subject to Section 3 of this Article, nothing in this Article shall affect the authority of any management official of the Agency –

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

b. In accordance with the applicable laws –

(1) to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from –

(A) among properly ranked and certified candidates for promotions; or

(B) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 3. Nothing in this Article shall preclude the Employer and the Union from negotiating:

a. at the election of the Employer, on 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 Agency will observe in exercising any authority under this Article; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 5

EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Each employee has the right to freely and without fear of penalty or reprisal to form, join, and assist the Union or to refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participating in the management of the Union and acting for the Union in the capacity of a Union officer or steward.

Section 2. The Employer agrees that employees in the exercise of these rights shall be protected from interference, restraint, coercion, or discrimination by any representative of the Employer.

Section 3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

Section 4. Nothing in this Agreement precludes any employee of the bargaining unit, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established Agency policy or from choosing his own representative in a grievance or appellate action except when the grievance is covered under the negotiated procedure contained in this Agreement.

Section 5. The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and

b. the employee requests representation.

Section 6. Prior to the commencement of an investigatory examination the employee will be informed of the purpose of the examination.

Section 7. Employees are expected to cooperate with administrative investigation(s).

Section 8. In the administration of this Agreement, and working conditions, all employees will be treated in a fair and equitable manner.

Section 9. Employees are encouraged to bring violations of law, policy and/or regulation to the Employer's attention.

Section 10. An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees.

Section 11. The employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative must make the request for time to his immediate supervisor and obtain approval prior to leaving his work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or actions deemed necessary. If an employee cannot be released when requested, permission normally will be granted within the next workday.

ARTICLE 6

UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall accept employees of the bargaining unit as members without discrimination based on color, race, sex, age, religion, national origin, political affiliation, marital status, genetic information, disabilities (physical or mental), or in reprisal for prior protected EEO activity.

Section 2. The Union shall act for and negotiate agreements covering all employees in the unit and shall be obliged to represent the interests of all such employees without discrimination and without regard to Union membership in matters covered by the Agreement.

Section 3. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 4. The Employer agrees to provide the Union on a bi-weekly basis a list of all new bargaining unit employees and their duty location. The Union will arrange with management to meet with these employees on an individual basis during official duty time.

ARTICLE 7

UNION REPRESENTATION

Section 1. The Employer shall recognize the officers and stewards of the Union. The Union will keep the Employer advised in writing of the names of its officers and stewards.

Section 2. Union representatives will be granted time off without charge to leave to perform representational functions. The Union President, or acting President, will be granted 50% of his duty time as official time for representational functions in addition to any official time the Union President is otherwise legally entitled to receive. The Union Chief Steward, or acting Chief Steward, will be granted 50% of his duty time as official time for representational functions, in addition to any official time the Union Chief Steward is otherwise legally entitled to receive. The Union President and Chief Steward will coordinate with their respective Commands for designated absence. Representational functions include:

a. investigate, prepare and/or present grievances, appeals, claims, and unfair labor practice charges;

b. consult and/or negotiate with representatives of the Employer concerning personnel policies, practices, and conditions of employment;

c. research and prepare recommendations and/or proposals in connection with the above consultations, negotiations, or meetings;

d. administration of the negotiated Agreement;

e. third party proceedings where the Union is authorized to represent the employee; and

f. travel time to visit off installation sites under control of JRTC/Fort Polk for official business.

Section 3. The Union agrees, in carrying out its representative functions, to limit the number of representatives on official time, to those required to carry out matters pursuant to this Agreement.

Section 4. In the interest of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union office, and conducting elections for Union officers, will be conducted outside of regular work hours.

Section 5. Representatives will provide reasonable advance notice to their immediate supervisors whenever they wish to leave their official duties to perform any of their representational responsibilities and will report to their supervisors when they return. Permission will be granted upon request except when work exigencies preclude such release. Official time will not be unreasonably denied. The Union will cooperate with the Employer in maintaining a record of time spent for Union representational activities.

Section 6. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

Section 7. When those visits do not impact security issues, representatives of the national office for NAIL will be allowed to visit the facilities on appropriate Union business. Representatives may not visit areas that are restricted, such as vaults, the pharmacy, armories and/or arms rooms, etc.

Section 8. The representative of the Union for administration and implementation of this Agreement will be the duly-elected or appointed President of the local or the person whom he designates in writing to act in his place.

Section 9. The Union may request to be appointed a member to committees established by the Employer. The Employer reserves the right to not allow the Union to appoint members to those committees where membership is controlled by regulation and/or law and those committees where information discussed therein is protected by the Privacy Act or HIPAA, or the information discussed represents a security concern.

ARTICLE 8

EMPLOYER-UNION MEETINGS

Section 1. Union President, or Designee, may schedule meeting(s) between Union representative(s) and management official(s) of the Employer on appropriate subjects of general interest to employees. The Union shall inform management officials of the purpose of the meeting.

Section 2. Earnest attempts shall be made to satisfactorily resolve appropriate matters of general interest to employees at the lowest possible management official/Union representative level.

Section 3. It is agreed that representatives of the Union and Employer shall meet monthly on a schedule mutually acceptable to the Parties to discuss matters of concern to the Parties. These meetings will not be used to discuss individual grievances and complaints.

ARTICLE 9

NEGOTIATIONS

Section 1. It is agreed that the Employer shall negotiate with the Union on all proposed changes in conditions of employment. It is understood that the

Employer in this context means a representative with delegated authority to speak for the Commander/Head of the Activity.

Section 2. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published policies.

Section 3. Procedures for Bargaining. The following procedures for bargaining will be followed unless otherwise agreed to by the Parties.

a. The Employer agrees to notify the Union President in writing prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

b. The Union shall have five (5) work days from the date of notification to request bargaining. Within five (5) work days of the Employer's receipt of the request to bargain, a meeting will be held to discuss the proposed change. After conclusion of the meeting, the Union will have seven (7) work days to forward written proposals to the Employer.

c. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

d. Bargaining will normally commence within five (5) work days, after submission of Union proposals, unless otherwise agreed upon by the Parties.

e. The Employer shall have ten (10) work days from the date of receipt of Union initiated proposed change to conditions of employment to forward written proposals to the Union. Bargaining will normally commence within ten (10) work days, unless otherwise agreed upon by the Parties.

Section 4. It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either Party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

Section 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of USC and the rules and regulations of the Federal Labor Relations Authority.

ARTICLE 10

PAYROLL WITHHOLDING OF UNION DUES

Section 1. An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

a. The employee receives an established amount of pay that is sufficient after legal deductions and other authorized allotments to cover the full amount of the allotment for the established dues.

b. The employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.

c. The employee is included in the unit for which exclusive recognition has been granted.

Section 2

a. The Union agrees to provide to its members in good standing the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request allotment. The President of the Union is designated to receive completed forms, to enter the correct amount of the regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. He will then complete the required request for certification and submit the forms for processing. The CPAC Office will certify Union membership eligibility, and the Resource Management Office will electronically transact withholding with the servicing payroll office retaining the SF-1187 as documentation.

b. Allotments authorized on properly completed and certified forms which are received by the Employer will be processed in an expedient manner.

Section 3. The Employer will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed

current allotment authorization. If the amount of regular dues is changed, the Union will notify the Employer in writing of the change. Only one (1) such change will be made in any period of 12 consecutive months.

Section 4. The Employer will terminate an allotment:

a. At the end of the pay period following notification of loss of exclusive recognition by the Union.

b. At the end of the pay period during which an employee separates from the unit or moves to a position not included within the unit of recognition.

c. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.

d. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one calendar year after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any revocation will be effective on the first pay period beginning on or after September 1 provided the revocation is received by the Employer prior to September 1. Employees desiring to submit a revocation form (SF-1188) must submit the completed form during the 6 weeks prior to the revocation period to the Employer. A copy of these forms will be provided to the local Union.

Section 5. A supply of SF-1188's will be maintained at CPAC. An employee may request one of these forms personally or in writing from the CPAC office. The form will be released only upon proper request of an employee. These forms will not be stocked except in the CPAC office and the Union office.

Section 6. Remitting the amount withheld. Upon disbursement for each pay period, the Resource Management Office will certify for payment the net amount of dues withheld from employee salaries and forwarded to the designated NAIL bank account. The Union will be provided a report of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld and the net balance remitted. Also identified will be those employees whose pay is not sufficient to cover the full amount of the deductions and whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be provided to the Local.

ARTICLE 11

INFORMATION AND UNIT MEMBERSHIP LISTS

The Employer, at the request of the Union, but not more than twice a year, will furnish the Union with a list of names, work site mailing addresses, series, grades, organizational codes and duty stations of all employees in the bargaining unit. This information, which will be furnished within fifteen (15) calendar days after the written request is received, will be used in conjunction with administering this Agreement and for membership solicitation purposes.

ARTICLE 12

UNION OFFICE SPACE

Section 1. The Employer will provide the Union a private, lockable office space, office furniture, utilities, and a telephone with long distance access at no cost to the Union. The Employer will furnish the Union, on a loan basis, desks, file cabinets, computer (with internet and email access), printer, and fax machine for use in the space provided. Such other office furniture and equipment as the Union requests for use in the space provided may be furnished on a loan basis, if available from existing stocks over the Employer's local requirements. The space, utilities, furniture and equipment furnished will be used by the Union only in the conduct of business specifically authorized by this Agreement and the Employer. Email and computer access will be available only to the extent that the Union official or representative is an Army employee with a Common Access Card (CAC).

Section 2. Union representatives will be authorized to use their existing computer, telephone, fax machine, and copy machines to conduct Union representational duties.

Section 3. Parking spaces will be available outside the Union office. The Union will have one parking space marked for "Union Visitors."

ARTICLE 13

UNION TRAINING SESSIONS

Section 1. Recognized officers and stewards of the Union will be excused without charge to leave in conjunction with attendance at training or briefings on subjects within the scope of the Statute.

Section 2. Subject to mission needs, excused absences will be authorized training sessions or briefings not to exceed sixteen (16) hours per calendar year for each steward and forty (40) hours per calendar year for each officer and chief steward.

Section 3. The Union will submit in writing to the CPAC for coordination with each Commander or Director under whose command the representative(s) fall, at least ten (10) work days in advance, any request for administrative leave. The request will include the following information: Name(s) of representative(s); date; time; place of training or orientation sessions; and topics to be covered.

Section 4. The Commander or Director or Designee will render a written decision within five (5) work days of the request. After completion of the training, the Union will provide the Commander or Director a listing of employees who actually attended the training, and the number of hours of administrative leave used by each.

Section 5. The Union will be permitted to use available Employer-owned projectors and training aids when conducting Union sponsored training sessions.

ARTICLE 14

PUBLICITY

Section 1. The Union shall be allowed no less than 2ft x 2ft of existing space on an official bulletin board located in buildings where members of the unit are employed to post their notices and informational bulletins/letters.

Section 2. Literature posted must not violate any law or regulation or the security of the Employer, or contain scurrilous or libelous material.

Section 3. The Union and its representatives may use the e-mail and interoffice mail system for regular representation communications (e.g., grievances, correspondence or memos). Information sent through e-mail or interoffice mail

must not violate any law or regulation or the security of the Employer, or contain scurrilous or libelous material.

Section 4. The Employer agrees to provide adequate facilities for membership drives at location(s) that will provide access to unit employees during lunch periods and before or after duty hours. Detailed arrangements will be negotiated as needed.

Section 5. The distribution of Union literature will be permitted provided it is done during non-duty hours of the distributor and employee receiving the literature and it does not interfere with the mission of the Employer.

ARTICLE 15

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, disabilities (physical or mental), genetic information, or prior EEO activity, in accordance with applicable policy, directives, laws and regulations.

Section 2. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and in promoting the full realization of equal employment opportunity through continuing programs of affirmative action.

Section 3. An employee who believes he has been discriminated against may pursue his dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated within 45 calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. An employee may have a personal representative of his choice, as provided by regulation, if pursuing an EEO complaint.

Section 4. The Union may raise to the Command Equal Employment Opportunity Officer issue(s) relative to equal employment matters. Requests for such a meeting should include the subject matter to be discussed.

ARTICLE 16

SEXUAL HARASSMENT

Section 1. Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship. The Employer is committed to a work environment free from unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment debilitates morale and interferes with the productivity of the organization.

Section 2. Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as taking or refusing to take a personnel action such as a promotion depending upon an employee's submission to or rejection of such behavior.

Section 3. Sexual harassment involves overt or implied unsolicited comments, gestures, or physical contact of a sexual nature which are unwelcome, or the creation of a hostile work environment.

Section 4. The Employer's policy on the prevention of sexual harassment will be issued and posted on official bulletin boards.

Section 5 The Employer may administer appropriate discipline in instances where any individual has been properly found to have engaged in sexual harassment, in accordance with applicable laws and regulations.

Section 6 If an employee believes that sexual harassment has occurred, he may pursue the matter through the EEO complaint procedure.

ARTICLE 17

EMPLOYEES WITH DISABILITIES

Section 1. The Employer agrees to comply with provisions of the Rehabilitation Act of 1973 and the Americans With Disabilities Act to fulfill its legal obligations to employees with disabilities.

Section 2. The Employer agrees to publicize regulations, policies and procedures related to the employment of employees with disabilities.

Section 3. Employees with disabilities will be treated fairly and equitably with regard to application of personnel policies related to promotions, reassignments, awards, training, and career development.

Section 4: Employees with disabilities should cooperate with the Employer during each reasonable accommodation requests and to provide the Employer with all necessary medical documentation to respond to a request in a timely manner.

ARTICLE 18

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer and the Union recognize the need to assist an employee whose job performance is adversely affected by medical, behavioral, or emotional problems. The Union supports the Employer's Employee Assistance Program as a means for providing information, education, and other appropriate assistance or referral services for employees.

Section 2. The Employer and the Union jointly recognize the importance of prevention and rehabilitation aspects of alcohol and drug abuse problems. The Union supports the Employee Assistance Program as a means to restore employee with alcohol and drug abuse problems to effective duty.

Section 3. An Employee acknowledging an alcohol or drug abuse problem which affects job performance or conduct shall be given the opportunity to avail himself of program resources and reasonable time to obtain assistance rehabilitation.

Section 4. Records created in relation to an employee's alcohol or drug problem will be regarded as confidential. (Information from these records will be released to the employee's Union representative upon written authorization from the employee.)

Section 5. The Employer agrees that no unit employee will have his job security or promotion opportunities jeopardized by making such a request for professional assistance or referral, except as limited by laws and applicable regulations which relate to sensitive positions. The Employer further agrees that unit employees with problems of alcohol abuse or drug abuse will receive the same consideration and offer of assistance that is extended to other employees having any other illness or health problems.

ARTICLE 19

ARMY IDEAS FOR EXCELLENCE

Section 1. The Parties agree to promote participation of employees in the U.S. Army Suggestion Program in accordance with AR 5-17, The Army Ideas For Excellence.

Section 2. Beneficial Suggestions should be submitted through appropriate supervisory channels to the Awards Coordinator. The Employer will make suggestion forms available at departments throughout the installation.

Section 3. The employee will be advised by the awarding authority, in writing, of the adoption or rejection of the suggestion. Awards for suggestions will be in accordance with applicable regulations. Upon request, the employee will be advised of the status of suggestions that are delayed beyond thirty (30) days.

ARTICLE 20

HOURS OF WORK AND BASIC WORKWEEK

Section 1. The administrative workweek is established as the seven (7) day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic workweek will normally consist of five (5) eight-hour days (except for employees working alternative work schedules), Monday through Friday. Normally, the days off in the basic workweek will be consecutive. The Employer will consider requests from employees for other than consecutive days off.

Section 2. The Parties agree that an alternative work schedule (AWS) program enables employees to better balance their work and family responsibilities, thereby increasing employee effectiveness and job satisfaction while decreasing turnover rates and absenteeism. The Parties further agree that Agency mission accomplishment is of primary concern. Therefore, an AWS cannot reduce the productivity of the Agency; diminish level of services furnished to the public by the Agency; or increase the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).

Section 3. Terms and Definitions:

A. Alternative Work Schedules (AWS): Work schedules made up of flexible or compressed schedules.

B. Flexible Work Schedule/Flextime (FWS): A work schedule that consists of ten (10) work days of eight (8) hours each within the biweekly pay period, with varying starting and ending times and core hours. Once selected, the hours are fixed until the employee obtains supervisory approval to select different starting and stopping times.

C. Maxiflex: A type of flexible work schedule that contains core hours of 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 time limits established for the organization.

D. Compressed Work Schedule (CWS): A work schedule that consists of a total of 80 hours worked over less than 10 workdays in a biweekly pay period. Examples are:

(1) 5-4/9 Plan: The 5-4/9 Plan consists of a total of 80 hours in 9 working days, limited to 9 hours per day during 8 days of the biweekly pay period and 8 hours on the 9th day to complete the basic requirement for the two-week period.

(2) 4-10 Plan: The 4-10 Plan is a work schedule for 10 hours per day, 4 days a week.

E. 12 Hour Shifts: A 12-hour shift may be utilized by the Employer in existing areas/directorates such as DES (police officers, security guards and dispatchers) and Bayne Jones Army Community Hospital, to ensure proper work coverage. An employee working a 12-hour shift will be scheduled to work 7 days a pay period for 12-hours per shift. The employee is entitled to a 30 minute lunch period during which time the employee will remain in a paid status and may be called to perform work duties. DES employees may be required to report to work 15 minutes early to draw weapons or conduct shift change duties and/or remain at work 15 minutes late to turn in weapons or conduct shift change duties. The employees will be compensated for this “muster time.”

The Employer will notify the Union in accordance with Article 9 prior to the establishment of additional 12-hour shifts.

F. Core Hours: Core hours for the day shift are 0900-1100 and 1300-1500. Core hours for the swing shift are 1700-1900 and 2100-2300. Core hours for the mid-shift are 0100-0300 and 0500-0700. Employees must be present for duty or in an approved leave status during core hours.

G. Flex Band Hours: Flex band hours for the day shift are 0600-0900, 1100-1300, and 1500-1800. Flex band hours for the swing shift are 1400-1700, 1900-2100, and 2300-0200. Flex Band Hours for the mid-shift will be 2200-0100, 0300-0500, and 0700-1000. Under an approved FWS program, employees may vary their arrival, departure, and lunch times within these hours.

Section 4. Employees wishing to participate in an AWS must submit a written request to be approved by the Employer. Such written request will be made through the supervisor to the Commander and/or Designee. The Commander and/or Designee will consider approval of the request subject to adverse Agency impact. Within 10 work days of the request, the employee will be provided a response to the request for AWS, in writing, and if denied or modified, the reasons for the denial or modification. If the AWS is granted, the schedule will normally begin at the beginning of the next pay period. Until the response is provided, the employee will continue to work their assigned shift. An employee who is granted AWS may not revert to a regular or different schedule absent a written request to and the receipt of approval from the Commander and/or Designee. Absent exigent circumstances, an employee may submit only 2 requests for a schedule change per year.

Section 5. Employees will be granted a non-paid lunch period of 30-60 minutes every day, during which time the employee is entirely free of the duties of his position, unless precluded by mission related duties, which will be compensated for. The employee's workday starting time and lunch period must be coordinated in advance with the immediate supervisor.

Section 6. Employees will be allowed to take two fifteen (15) minute breaks, one during each half of the administrative workday. These breaks cannot be taken during the first or last hours of workday, and cannot be combined with the lunch period. These fifteen (15) minute breaks may be broken into two (2) or three (3) periods. However smoking breaks will count toward the breaks. Additional smoking breaks are not authorized.

Section 7. The Employer may require employees to revert to a traditional five (5) day, 40 hour workweek, to accommodate events such as employee training or travel.

Section 8. The Employer may require employees to revert to a traditional five (5) day, 40 hour workweek if placed on a Performance Improvement Plan (PIP) or attendance related disciplinary action.

Section 9. When a change in established tours of duty is required, the Employer will normally notify the employee or employees in writing at least five (5) work days in advance. An exception to the advance notice requirement may be made when the Employer determines that it would be seriously handicapped in carrying out its function or that cost would be substantially increased.

Section 10. If more than one person requests the same Regular Day Off (RDO), the tie-breaking determinant will be based on the employee with the oldest Service Computation Date for leave purposes.

Section 11. Wage grade employees will be paid night differential if the majority of hours fall between 3 pm and 8 a.m. General Schedule employees will be paid night differential for hours worked between 6 pm and 6 am.

ARTICLE 21

OVERTIME

Section 1 Overtime work is hours in a pay status in excess of eight (8) hours in a day or forty (40) hours in a workweek as provided for in applicable laws and regulations. For employees using an alternative schedule, overtime is work performed in excess of the number of hours the employee was scheduled to work in a day or hours in a pay status exceeding the eighty (80) hour bi-weekly pay period.

Section 2. In the assignment of scheduled overtime, the Employer agrees to provide the employee at least one (1) day advance notice for readjustment of personal commitments. In cases of unscheduled overtime or emergency overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the Employer will notify the employee as soon as the need for overtime is recognized. An employee may be excused from overtime for personal reasons if there is another qualified employee willing to serve in his place.

Section 3. Overtime will be computed in accordance with applicable regulations.

Section 4. The Employer agrees that overtime work will be offered equitably among the employees. Consideration will first be given to those employees who possess the necessary qualifications within the immediate organizational element where the overtime need exists. The Parties recognize that continuity of work and special skills are valid exceptions to the normal rotation on an equitable basis.

Section 5. When it is necessary for employees to return to the work site outside of their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of two (2) hours overtime.

Section 6. If an employee refuses overtime for the purposes of this Agreement in determining the equal distribution of overtime, the overtime refused will be counted as overtime worked only for the purpose of distribution of overtime.

Section 7. The Employer will provide the Union, upon request and within a reasonable time, normally five work days, with necessary and pertinent information concerning overtime hours worked to aid in resolving inquiries into overtime distribution alleged by specific employees. New employees will be credited with the same number of hours as the employees of the same grade and title with the highest number of hours in the Department.

Section 8. Before directing overtime, qualified volunteers will be solicited from the immediate organizational element. When volunteers are no longer available, the Employer may direct overtime. When directing employees to work overtime, consideration will first be given to those employees who possess the necessary qualifications within the immediate organizational element where the overtime need exists. A qualified employee with the least amount of overtime worked will be assigned the overtime.

Section 9. Employees who are required to work overtime without prior notice in emergency cases will be allowed a three (3) minute phone call.

Section 10. Employees who are nonexempt under the Fair Labor Standards Act (FLSA) may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime worked. Compensatory time will be administered in accordance with 5 CFR §§ 532, 550, and 551 and appropriate regulations.

Section 11. An employee unable to report for duty must notify the immediate supervisor or designee prior to the beginning of the scheduled overtime, but no later than two (2) hours after the start of the overtime, unless precluded by circumstances beyond his control. Employees engaged in health care positions (i.e. those assigned to the Deputy Commander for Clinical Services and Deputy Commander for Nursing, Nutrition Care Division and Dental Clinic Command (DCC)) with direct impact on patient care which affect clinic/ward operations must notify the leave approving official or designee by telephone of the absence as early as practicable but not later than the beginning of the scheduled overtime and obtain approval except where circumstances beyond the control of the employee precludes the contact. Employees engaged in these positions will be provided the name and telephone number of a primary and an alternate contact official for call-in purposes.

ARTICLE 22

ANNUAL LEAVE

Section 1. The employee shall earn and be granted annual leave in accordance with applicable regulations.

Section 2. The Employer agrees to grant annual leave to employees for the purpose of rest, relaxation, recreation, or for other justifiable reasons consistent with workload requirements. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

Section 3. It is agreed that the granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee. The Employer will advise employees to schedule leave throughout the year consistent with workload requirements to prevent such forfeiture. Any “use or lose” leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of annual leave.

Section 4: Employees must submit leave requests to the leave approving official by using the OPM Form 71. Management will return the form indicating whether the leave is approved or denied, and if denied the reasons thereof.

Section 5. It is agreed that no employee shall be called back from leave unless an emergency or workload exigency arises and no other qualified employee is available to perform the required duties.

Section 6. An employee unable to report for duty because of a personal emergency must request approved leave by notifying the immediate supervisor or designee prior to the beginning of the regular scheduled work shift, but no later than two (2) hours after the start of the shift, unless precluded by circumstances beyond his control. Employees engaged in health care positions (i.e. those assigned to the Deputy Commander for Clinical Services and Deputy Commander for Nursing, Nutrition Care Division and Dental Clinic Command (DCC)) with direct impact on patient care which affect clinic/ward operations must notify the leave approving official or designee by telephone of the absence as early as practicable but not later than the beginning of the workday and obtain approval except where circumstances beyond the control of the employee precludes the contact. Employees engaged in these positions will be provided the name and telephone number of a primary and an alternate contact official for call-in purposes.

Section 7. All employees may submit projected annual leave schedules (1 to 30 days) for the leave year by the second Tuesday in February. The employee's needs and desires will be considered by the Employer. Seniority will be used when all requests for annual leave cannot be approved. Other annual leave will be on a first come, first served basis.

Section 8. Regular days off immediately preceding and following scheduled vacation periods will be treated as part of the vacation schedule, to permit employees to include those days in their vacation plans.

Section 9. An employee may submit a written request for advanced annual leave up to the amount they would accrue by the end of the current leave year (pay period 26). Before granting advanced annual leave, management will consider such matters as: expectation of employee's return to duty; need for employee services and the benefits to the Agency for retaining the employee, etc.

ARTICLE 23

SICK LEAVE

Section 1. Employees shall earn and be granted sick leave in accordance with applicable regulations and provisions of this Agreement. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy; and resulting confinement as ordered by a physician; medical, dental, or optical examination; or when confined because of exposure to a contagious disease requiring isolation or quarantine.

Section 2. Requests for sick leave will be made in advance of a scheduled appointment for medical, dental or optical treatment. Employees must submit leave requests to the leave approving official by using the OPM Form 71. Management will return the form indicating whether the leave is approved or denied, and if denied the reasons thereof. Other sick leave absence will be reported by contacting the immediate supervisor or designee as soon as possible but not later than two hours after the start of his regularly scheduled work shift unless precluded by circumstances beyond his control. Employees engaged in health care positions (i.e. those assigned to the Deputy Commander for Clinical Services and Deputy Commander for Nursing, Nutrition Care Division and Dental Clinic Command (DCC)) with direct impact on patient care which affect clinic/ward operations must notify the leave approving official or designee by telephone of the absence as early as practicable but not later than the beginning of the workday and obtain approval except where circumstances beyond the control of the employee precludes the contact. Employees engaged in these positions will be provided the name and telephone number of a primary and an alternate contact official for call-in purposes. Unless other arrangements have been made, requests for sick leave must be made on each day of absence.

Section 3. Where sick leave is requested for medical, dental, or optical appointments, the supervisor approving the leave will take into consideration the time of appointment and travel time necessary.

Section 4. The Employer may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. The Employer may consider an employee's self-certification as to the reason for his absence as administratively acceptable evidence, regardless of the duration of the absence. The Employer may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in Section 1 for an absence in excess of 3 workdays. The Employer may also require a medical certificate for an absence of less than 3 workdays in accordance with 5 C.F.R. § 630.405 (a).

Section 5. When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick leave thereafter. 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 duration.

Section 6. The Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually from date of issue to determine whether or not this requirement is necessary. The employee will be notified in writing if the letter of requirement will be withdrawn.

Section 7. The number of hours of sick leave used will not in itself establish abuse; however, it may be a relevant factor in establishing abuse.

Section 8. The employee may request and the Employer may approve advance sick leave not to exceed 240 hours in established deserving cases of serious disability or ailment. Approval of such leave is subject to the following:

a. The employee furnishes written evidence from a physician or practitioner that the employee is expected to return to duty on a permanent basis;

b. The employee has exhausted all accumulated sick leave and any annual leave in excess of 240 hours;

c. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advanced sick leave; and

d. The employee is not under a written medical certification requirement.

Section 9. Sick leave should be granted when a member of the immediate family of the employee is afflicted with a contagious disease (a disease subject to quarantine or isolation of the patient by health authorities having jurisdiction) which requires the care and attendance of the employee; or when, through exposure to contagious diseases, the presence of the employee at his post of duty would jeopardize the health of others. A contagious disease is that which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period of time.

Section 10. Sick leave records shall be considered personal in nature, and as such, are confidential. Records of sick leave shall be maintained only by those persons properly designated to maintain them.

Section 11. Sick Leave for Adoption will be granted in accordance with 5 C.F.R. § 630.401.

ARTICLE 24

FAMILY LEAVE

Section 1. Statutory Entitlements under the Family and Medical Leave Act (FMLA) of 1993 and the Federal Employee Family Friendly Leave Act (FFLA) of 1994, are set forth in 5 C.F.R. § 630.1201 - 630.1210 and 5 C.F.R. § 630.401 – 630.404.

Section 2. An employee may elect to substitute accrued annual leave for sick leave or LWOP.

Section 3. Job benefits and protection provided under the FMLA include the following:

a. For the duration of FMLA leave, the employee may opt to continue his health benefits enrollment while in LWOP status. If the employee opts to continue this enrollment, the Employer shall continue paying the Employer's share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay his share upon return to pay and duty status.

b. Upon return from FMLA leave, employee(s) shall be restored to their positions they held when the leave commenced, or to equivalent positions with equivalent status, pay, benefits and other employment terms.

c. The use of FMLA leave shall not result in the loss of any employment benefits which accrued prior to the start of an employee's leave. The employee may be required to use accrued annual leave over 240 hours.

Section 4. The FFLA authorizes full time employees up to 104 hours of sick leave per year and part time employees an amount of sick leave equal to the number of hours sick leave normally accrued during a leave year to do the following:

a. provide care for a family member who is incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment; or

b. make arrangements necessitated by the death of a family member or attend the funeral of a family member.

Section 5. In order for an employee to participate in the voluntary leave transfer program to care for a family member, he must use all available accrued leave including sick leave before applying to participate in the program.

ARTICLE 25

BONE MARROW OR ORGAN DONATION

In accordance with 5 U.S.C. § 6327, an employee may use up to seven (7) days of paid leave every calendar year to serve as a bone-marrow donor. An employee also may use up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave. Except in emergency cases, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the first level supervisor to the Commander, or Designee, for approval. The request must state the nature of the donation and the amount of time requested. Any additional absence must be charged to annual, sick leave, or leave without pay, whichever is applicable. Official documentation from the medical center/provider must be submitted along with the request.

ARTICLE 26

COURT LEAVE

Section 1. In accordance with 5 U.S.C. §§ 6322, 5537, and 5515, an employee is entitled to Court Leave (paid time off without charge to leave for service as a juror or witness). The employee must be attending judicial proceedings as a juror or witness on behalf of any party in connection with any judicial proceeding to which the U.S Government, the District of Columbia, or a state or local government is a party. An employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not Court Leave.

Section 2. A copy of the official summons shall be presented to the first level supervisor prior to the beginning of the Court Leave. Documentation from the Court, stating the dates the employee was present for jury duty, shall be presented to the first level supervisor upon completion of service.

Section 3. An employee is responsible for informing his first level supervisor if he is excused from jury or witness service for one (1) day or more or for a substantial part of a day. If an employee is excused from jury duty with sufficient time to enable that employee to return to duty for at least two hours of the scheduled work day (including travel time) the employee shall return to duty unless granted appropriate leave by the Employer.

Section 4. If an employee receives regular pay from the government for a period of Court Leave, the employee will reimburse the government for the amount paid by the court, except that employees may retain reimbursement for out-of-pocket expenses (e.g. mileage, tolls, and parking).

Section 5. When an employee's witness service is not in connection with a judicial proceeding to which a government entity is a party, and that service is not associated with the employee's official capacity, the employee's absence from duty must be charged to annual leave or LWOP, and the employee may accept fees and expenses incidental thereto.

ARTICLE 27

LEAVE WITHOUT PAY

Section 1. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty that may be granted at the employee's request. LWOP shall be administered in accordance with applicable laws and regulations.

Section 2. Employees have an entitlement to LWOP in the following situations:

a. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs.

b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353) provides employees with an entitlement to LWOP when employment with an Employer is interrupted by a period of service in the uniformed service.

c. Executive Order 5396, of July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

d. While receiving worker's compensation payments from the Department of Labor, Office of Workers Compensation Program.

Section 3. Employees in an approved LWOP status will retain all rights and privileges with respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Program, to the extent that they are entitled to such benefits. Employees should be aware that LWOP affects their entitlement to or eligibility for certain Federal benefits. (5 U.S.C. §§ 8332 and 8411; 5 CFR § 890.303(e)).

Section 4. When a liberal leave policy is in effect, and leave is granted, any employee may request LWOP for the absence. LWOP may be approved for employees who request leave for the period of time covered by the liberal leave policy.

Section 5: Any employee granted leave without pay is required to keep the Employer notified of his current address and/or contact information.

ARTICLE 28

HOLIDAYS AND HOLIDAY OBSERVANCE

Section 1. Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order.

Section 2. Employees shall receive the number of hours normally scheduled to work on a day designated a holiday, at their regular hourly rate of pay, on all days defined as holidays that they are not required to work. However, employees will only be paid for the holiday if they are in a paid duty status the work day before or the work day after the holiday.

Section 3. All employees who work on holidays during their regular shift shall receive holiday pay computed in accordance with applicable regulations.

Section 4. Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all days designated as holidays on which they are not required to work.

Section 5. When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on a Sunday, it will be

observed on the following Monday for employees whose tour of duty is Monday through Friday.

Section 6. For employees who are scheduled to work on Sunday in their basic workweek, and a holiday falls on a regular scheduled workday in lieu of Sunday, the next scheduled workday will be observed as the holiday. For employees scheduled to work on Saturday, and a holiday falls on a regular scheduled workday in lieu of Saturday, the previous scheduled workday will be observed as the holiday.

Section 7. For employees on Compressed Work Schedules, if a holiday occurs on Sunday, the following regularly scheduled workday is the employee's in-lieu of holiday. If the holiday falls on any other day, the in-lieu of holiday is the preceding regularly scheduled workday.

ARTICLE 29

EXCUSED ABSENCES

Section 1. Employees will be excused to vote in any election or referendum within the community. Employees will be excused from duty so as to permit them to report for work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off, if any. Employee requests for excused absence for voting will be made not later than five (5) workdays before the election and will be directed to the supervisor so that appropriate plans can be made to reschedule the employee's work.

Section 2. Employees may be granted excused absences for other purposes in accordance with regulations.

Section 3. Supervisors have the authority to excuse up to 1 hour of employee absence from the worksite, but this authority is not to be used for absences that are more properly charged to annual or sick leave or to any compensatory leave which the employee may have to his credit. It is to be used for occasional tardiness or other brief absences from the worksite. If any employee is tardy or otherwise absent during duty hours and provides an acceptable explanation, the supervisor may excuse up to 1 hour without loss of pay or charge to leave.

ARTICLE 30

MEDICAL FLEXIPLACE PROGRAM

Section 1. A Medical Flexiplace program is designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned work site. The medical condition shall be certified in a manner that is administratively acceptable. Medical Flexiplace is intended for employees who do not have permanent medical conditions.

Section 2. Responsibilities.

a. Responsibilities of Management:

(1) Authorize use of flexiplace assignments;

(2) Ensure that appropriate management controls and reporting procedures are in place before employee begins assignments;

(3) Authorize work site arrangements;

(4) Assess the employee's work qualifications and the likelihood of the employee's successfully completing work away from the official duty station;

(5) Maintain productivity records and information to evaluate the employee's performance and quality of work;

(6) Develop or amend performance standards and measurements, if necessary for work performed away from the official duty station; and

(7) Provide equipment, when necessary and available, for the employee to adequately perform assigned work.

b. Responsibilities of Employees:

(1) Complete work assignments;

(2) Observe agreed upon hours of work in accordance with the established polices;

(3) Observe activity policies for requesting leave;

(4) Complete an employee self-certification of time and attendance report and return it to the supervisor on a biweekly basis;

(5) Respond in a timely manner to Agency customers and to the public; and

(6) If applicable, make proper arrangements for dependent care during work-at-home hours, before beginning the flexiplace assignment.

Section 3. An employee participating in flexiplace must:

a. Receive supervisor's approval for participation;

b. Be a permanent employee who has worked at least one (1) year;

c. Have an acceptable performance rating as the most recent rating of record;

d. Have available work;

e. Be willing to sign and abide by a written work agreement;

f. If working at home, be able to provide an appropriate work location with adequate space, access to a telephone, and without undue interruptions which could impact productivity;

g. Have demonstrated the ability to work independently; and

h. Allow management access to the flexiplace work location during the agreed upon duty hours.

Section 4. Medical documentation must include the following:

a. A description of the medical limitations that prevent the employee from reporting to the work site;

b. What restrictions, if any, should be placed on the work performed at the alternate work site; and

c. A diagnosis and prognosis, including the expected return-to-work date.

Section 5. A work agreement must be signed by the employee and his supervisor and must contain the following items:

a. Agreement to release home telephone number of employee to "customers";

b. Voluntary nature of the agreement;

c. Length of the flexiplace assignment (initially not to exceed 6 months);

d. Hours and days the employee will work;

e. Location of the temporary work site;

f. Responsibilities for timekeeping, leave approval, and requests for overtime and compensatory time;

g. Performance requirements;

h. Requirements for proper use and safeguarding of government property and records, standards of conduct, etc.;

i. Reimbursement of expenses to be paid by the Government, if any;

j. Government equipment to be used by the employee; and

k. Responsibility of employee to protect government equipment.

Section 6. Approval/Disapproval.

a. Approval levels for Medical Flexiplace will be the Commanding Officer of the Activity.

b. The approval/disapproval will be based on the employee's ability to provide definitive, medical documentation concerning his temporary

medical condition, and will include an expected return-to-work date. Additionally, the approval/disapproval will be dependent upon mission requirements. As a rule, temporary medical conditions would not continue for more than a few days to a few months. Supervisors may not leave Medical Flexiplace assignments open-ended. Employees will provide to their supervisor re-certification of their medical condition after two (2) months to support continued participation.

Section 7. Equipment and Supplies. The Employer will provide appropriate equipment and supplies for employees to perform work at the Flexiplace work site.

Section 8. Classified documents will not be removed from Employer offices to provide work at home. Privacy Act materials must be protected and not removed from official work site.

ARTICLE 31

ADVERSE WEATHER POLICY

Section 1. When it has been determined that activities must be curtailed due to adverse weather conditions, employees scheduled to work shall be administratively excused without charge to leave or loss of pay. Employees considered mission essential, as determined by the Employer, shall be required to report or remain on duty.

Section 2. When the decision has been made to curtail activities during duty hours and to administratively excuse employees, employees shall be promptly notified.

Section 3. When the Employer decides during non-duty hours to operate on a reduced basis or close the installation due to adverse weather conditions, the Employer will disseminate the information to local radio and TV stations or other appropriate means immediately after the decision is made.

Section 4. The Employer will make a good faith effort to inform the Union President of curtailment of operations due to adverse conditions.

Section 5. Commands will maintain a list of mission essential personnel for adverse weather operations and will provide written notification to personnel on this list. On-the-spot mission essential personnel shall be designated to complete

work that must be accomplished. This is not meant to include normal routine work that is not critical to mission.

Section 6. When it has been determined prior to the beginning of a tour of duty that activities must be curtailed due to adverse weather conditions, mission essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission essential employees to report for duty due to circumstances beyond their control, e.g. road closure, etc., they shall be excused.

Section 7. The Parties agree that there may be instances when the Employer is required to shut down or reduce its heating/air conditioning to conserve energy. If this should result in adverse working conditions, except where employees are excused, the Employer should use one or more of the following to reduce or eliminate such conditions:

a. Allow nonessential employees to vary their tours of duty.

b. Move employees to different locations on post.

c. Implement liberal leave policies.

ARTICLE 32

SAFETY AND HEALTH

Section 1. The Employer will make every effort to provide and maintain safe working conditions and to comply with applicable laws and regulations related to the safety and health of employees. Work assignments should not be assigned in a manner clearly contrary to safety regulations. Should such an apparent situation arise, the employee concerned may discuss the matter with his supervisor, or designee, for resolution at that or a higher level.

Section 2. The Union may appoint (1) Union representative to be a member of the Fort Polk Safety and Occupational Health Advisory Council.

Section 3. The Employer will exert reasonable effort to provide and maintain safe working conditions. The employee has the responsibility for observance of safe working practices and an obligation to observe safety rules and practices, and to identify hazards to his supervisor to protect himself and fellow workers. The Employer and employees shall conform to all requirements concerning the reporting of accidents and the processing of applicable forms.

Section 4. It is agreed that prevention of injury as well as comfort and aid to injured individuals shall be of prime concern to the Employer and the Union.

Section 5. The Employer recognizes that employees required to work alone after normal duty hours may be subject to on the job injuries without anyone being aware of the injury. In view of this, the Employer agrees to establish procedures to ensure that, at the employee's request, an office operating after normal duty hours is periodically checked.

Section 6. The Employer shall provide adequate and clean toilet facilities, as near to the normal duty area as reasonably possible.

Section 7. The Union will encourage all employees to report all accidents and unsafe conditions immediately. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees.

Section 8. The Employer will provide all necessary special clothing and equipment for the protection of personnel in the performance of their assigned tasks in accordance with 5 U.S.C. § 7903. Protective clothing will be furnished by the government if it is necessary under OSHA and its implementing regulations, in accordance with 29 U.S.C. § 668.

Section 9. The Union President, or Designee, may serve on the MEDDAC Safety Committee.

Section 10. The Union President, or Designee, may serve on the Fort Polk FECA Overview Committee.

ARTICLE 33

ON THE JOB INJURIES

Section 1. The Employer is responsible for obtaining emergency treatment and transportation necessary to secure treatment for employees in incidents of on-the-job injuries. The Employer will assist the employees in applying for reimbursement from the Officer of Worker's Compensation Program (OWCP) for all expenses incurred in obtaining medical treatment.

Section 2. When the employee sustains injuries while in the performance of duty, no matter how slight, the injured employee, or someone in his behalf, must, within 48 hours after the injury, give written notice thereof on an Office of Workers' Compensation Program (OWCP) Form CA-1 or CA-2 to the employee's immediate supervisor.

Section 3. When an employee designates in writing a Union representative to assist in applying for these benefits, the representative will be authorized to review documents relating to the claim to which the employee is entitled to review.

Section 4. The Employer agrees to process and forward promptly to OWCP those documents required of the Employer when an employee sustains an on-the-job injury.

Section 5. On the day of an on-the-job injury, time spent related to an on-the-job injury/occupational illness is considered duty time for pay purposes.

ARTICLE 34

SMOKING

Section 1. While the use of tobacco is not prohibited, tobacco users do not have the right to use tobacco anywhere they desire. Therefore, tobacco use in areas not designated for tobacco use is prohibited.

Section 2. Designated outdoor areas shall be provided for tobacco use within close proximity to activity buildings. Covered areas currently provided for tobacco use purposes will be maintained, subject to availability of authorized funding. Outdoor areas designated for smoking will not be located in areas commonly used by nonsmokers, and will not be in the immediate vicinity of supply air intakes or the main entrances of buildings.

Section 3. The Employer will encourage participation in the smoking cessation classes. These services may be utilized once a year by DOD civilians while in a duty status. The employee must submit a written request to his first line supervisor at least 5 days prior to enrollment in the program/classes. The supervisor will respond to the request within 3 days.

Section 4: Participants of a smoking cessation class hosted by the Employer must be seen by his provider if medication is desired in conjunction with the class.

Section 5: Electronic cigarettes are considered a tobacco for the purposes of this section. The restrictions set forth for smokers include those who smoke and/or use electronic cigarettes.

ARTICLE 35

MERIT STAFFING

Section 1. The Employer will conduct merit promotion and staffing in accordance with 5 CFR § 335. The Employer will consider, to the fullest extent possible, the skills and talents of its employees in the recruitment for vacant positions. This Agreement provides for concurrent consideration of employees, but does not restrict the right of the Employer to fill positions by methods other than promotion.

Section 2. As outlined in 5 CFR § 335, the Employer will use selection procedures that preserve Employer's ability to select or not select from among a group of best-qualified candidates or from other appropriate sources, such as reemployment priority lists, reinstatement, transfer, handicapped, Veterans Recruitment Appointment (VRA) eligible, or from those within reach on an appropriate Delegated Examining (DE) certificate.

Section 3. Areas of consideration must be sufficiently broad to ensure the availability of high quality candidates, taking into account the nature and level of the positions covered. Employees are responsible for posting their resumes in the Army system for all open vacancies in which they desire consideration.

Section 4. Promotion of employees will be made on the basis of merit. Normally, the order of consideration for filling vacancies will be as follows:

a. Eligibles entitled to priority consideration or priority placement; and

b. Merit promotion, reassignment or reinstatement eligibles, or any other appropriate source. Nothing in this Article shall affect the authority of the Employer with respect to filling positions and making selections for appointments from:

(1) Among properly ranked and certified candidates for promotion; or

(2) Any other appropriate source.

Section 5. Employees should utilize USAJOBS to conduct job searchs. USAJOBS provides an avenue for job alert notification.

Section 6. A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties or responsibilities will be made in accordance with applicable laws and regulations.

Section 7. Employees will not be required to use leave for the purpose of participating in tests when such tests are required under the Employer's Merit Promotion Program.

Section 8. Applicants will be notified as to whether or not they were referred on a merit promotion certificate. CPAC will ensure notifications are automatically addressed to all applicants via the USA Staffing application. For those applicants who wish to address or inquire about their qualifications determination must utilize the email address and/or contact number listed on each USAJOBS announcement.

Section 9. Employees in career-ladder positions should normally be promoted to the next higher level if qualifications, eligibility and mandatory training requirements have all been met and level of performance is satisfactory. The Employer will be responsible for notifying the CPAC and ensure Promotion RPAs have been initiated and forwarded to CPAC for action.

Section 10. Upon request, the selecting official will provide feedback to those candidates who were referred, but not selected.

ARTICLE 36

DETAIL AND TEMPORARY PROMOTION

Section 1. A detail is a temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the conclusion of the detail assignment.

Section 2. The Employer recognizes the basic principles that an employee should be assigned to the duties of the position of rating in which he is employed.

However, to meet temporary needs of the work program when necessary services cannot be obtained, details/temporary promotions may be used.

Section 3. Supervisors are responsible for selecting employees for detail/temporary promotions on an impartial basis; for informing employees of details/temporary promotions, reasons, duties and estimated duration; and for establishing proper controls to ensure that details/temporary promotions are recorded and terminated on time and that necessary extensions are requested sufficiently in advance through the CPAC for review. Any details beyond the limitation applied in the local Merit Promotion Plan will require higher level review and approval.

Section 4. Details/temporary promotions shall be distributed equitably among qualified employees with consideration being given to such factors as the character of the work, availability, organizational location of employees, and knowledge of the particular type of work involved.

Section 5. Records of detail of one through thirty days will be the responsibility of the supervisor. Such details will be documented on a memorandum that shall be provided to the employee. Nothing in this article shall prevent an employee from documenting detail experience, when submitting an application for merit promotion, or at any other time, information that he believes has a bearing on his qualifications for future assignments. Details in excess of thirty (30) calendar days must be documented on a Request for Personnel Action (SF-52), and will be filed in the employee's electronic Official Personnel Folder (eOPF).

Section 6. Non-competitive temporary assignments to higher-graded positions will be accomplished on a rotational basis, to the extent practicable from among employees in the normal line of progression (at the next lower level) in the immediate organization.

Section 7. Employees temporarily assigned by management to perform a grade controlling duty of a higher-graded position will be temporarily promoted when the assignment exceeds thirty (30) days and the employee is qualified for the promotion and meets eligibility requirements. Competitive procedures will be used for temporary promotions exceeding 120 days.

ARTICLE 37

POSITION DESCRIPTION AND CLASSIFICATION

Section 1. The Employer agrees that employees will normally be assigned work which is appropriate to their position description taking into account the mission

of the Agency. "Other duties as assigned" frequently used in position descriptions will not be construed as meaning that a significant amount of work at a higher or lower grade level will be assigned to an employee unless the supervisor advises the CPAC and requests revision of the position description and appropriate classification action.

Section 2. The Employer agrees that position descriptions will be written based upon the duties and responsibilities assigned to positions. Employees will be furnished a copy of their position description initially and as changes are made.

Section 3. Each employee shall be afforded the opportunity to discuss with the Employer his position description to determine if the description is accurate. During these discussions, the employee may be accompanied by a Union representative, if requested. Employees will be furnished a copy of any changed position descriptions. Grievances regarding unresolved matters in this context will begin at Step 2 of the negotiated procedures.

Section 4. An employee who believes his position description is improperly classified and/or described may discuss the matter with the supervisor. The supervisor with such assistance as required shall explain the basis upon which duties were described and the position classification.

Section 5. An employee who believes his position is not properly classified (incorrect title, pay plan, series or grade) may file a classification appeal. Classification decisions are not grievable. Employees desiring to file a position classification appeal should contact the servicing Human Resource Specialist at the CPAC for appeal procedures.

ARTICLE 38

PERFORMANCE EVALUATIONS

Section1. Performance management and evaluation will be administered IAW AR 690-400, Ch 4302. Each employee's performance will be evaluated fairly and objectively.

Section 2. The Employer will discuss with the employee his performance evaluation prior to making it a part of the employee's official record.

Section 3. Each employee will be provided a copy of his annual performance review.

Section 4. The employees have the right to grieve all aspects of the performance evaluation. Grievances will begin at Step 2 of the Grievance Procedure and will

be filed within ten (10) work days of the employee receiving a copy of the performance evaluation.

Section 5. A mid-year or mid-point progress review will normally be conducted for all employees at approximately the middle of the rating period. During this review, the supervisor will provide the employee information about his performance thus far.

Section 6. At least 10 work days prior to placing an employee on a Performance Improvement Plan, the supervisor will notify the employee of performance issues and what is required for them to improve their performance. This informal notice should be in writing.

Section 7. If the employee's performance has not reached the "successful" level during the informal notice phase, the supervisor may issue a Performance Improvement Plan (PIP). Employees will be given a minimum of sixty (60) calendar days to improve performance.

ARTICLE 39

CIVILIAN AWARDS AND RECOGNITION

Section 1. The Department of the Army awards program recognizes and rewards civilian employees whose performance contributes significantly to the Army's mission. The civilian awards and recognition program will be in accordance with AR 672-20, applicable instructions and this Article.

Section 2. Types of awards include:

a. On the Spot Cash Award

b. Honorary Awards

c. Letters of Commendation

d. Length of Service Awards

e. Suggestion Awards

f. Time Off Awards

g. Civilian of the Quarter/Year Awards

h. Quality Step Increases

i. Performance Awards

j. Special Act of Service Awards

Section 5. Peers, supervisors or members of other commands may submit award nominations to an employee's first or second line supervisor.

Section 6. The Union will be provided a listing of Command awards for bargaining unit employees upon written request. The list will contain employee name, section, type of award (amount of award) and date award was received.

ARTICLE 40

REDUCTION IN FORCE, TRANSFER OF FUNCTION, AND REORGANIZATION

Section 1. The Employer and the Union jointly recognize that occasions may arise when adjustments of the work force may be necessary by reduction-in-force, transfer of function or reorganization.

a. Reduction-in-Force (RIF) means the release of an employee from a competitive level by separation, change to lower grade, and/or furlough for more than 30 consecutive calendar days.

b. Transfer of Function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is the same class of activity as functions already being performed in the other competitive area(s); or the movement of the competitive area in which the function is performed to another local commuting area.

c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization or activity.

Section 2. The Employer will advise the Union in writing of any proposed Reduction-in-Force, Transfer of Function or Reorganization. At that time the Union may request bargaining.

Section 3. Adverse actions resulting from Reduction-in-Force are appealable to the Merit Systems Protection Board. Other RIF actions are subject to the negotiated grievance procedure. Grievances must be filed at Step 3.

ARTICLE 41

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Both Parties agree the Employer has the right and obligation to administer disciplinary actions for just and sufficient cause. The Army guideline of penalties and offenses, the gravity of the offense, the influence of the offense on mission operations, working relations and the welfare of other workers, as well as mitigating and aggravating circumstances should be considered when determining penalties. Both Parties agree that primary emphasis will be placed on preventing situations requiring disciplinary actions, through effective employee-management relations.

Section 2. Disciplinary and adverse actions will be initiated in a timely manner. All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. All disciplinary actions must be supported by a preponderance of evidence.

Section 3. For the purpose of this Article, the term "disciplinary action" may be formal or informal. Formal disciplinary actions are defined as a suspension of 14 calendar days or less, or a letter of reprimand. Informal disciplinary actions include oral admonishments; letters of warning and requirements to correct specific employee deficiencies which do not warrant formal disciplinary actions. Summaries of oral admonishment and copies of letters that are not disciplinary in nature will be maintained in the supervisor's file only. Disciplinary actions are grievable through the negotiated grievance procedure.

Section 4. An employee against whom a suspension of 14 calendar days or less is proposed is entitled to:

a. an advance written notice stating the specific reason for the proposed action;

b. a reasonable time, not less than 10 calendar days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his reply;

c. be represented by the Union; and

d. a written decision and specific reasons therefore at the earliest practicable date.

Section 5. For purposes of this Article, the term "adverse actions" applies to:

a. a removal;

b. a suspension for more than 14 calendar days;

c. a reduction in grade;

d. a reduction in pay; and

e. a furlough of 30 calendar days or less.

A furlough is defined as a temporary non-pay status and absence from duty required by the Employer because of lack of work or funds, or for other non-disciplinary reasons.

Section 6. An employee against whom an adverse action is proposed is entitled to:

a. at least 30 calendar days advance written notice stating the specific reasons for the proposed action, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or the action is specifically excluded by OPM regulations;

b. not less than 14 calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer; unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or the action is specifically excluded by OPM regulations;

c. a written decision and the specific reasons therefore at the earliest practicable date;

d. a representative of his choosing; and

e. notice of appeal rights.

Section 7. The Employer will inform the employee in the decision letter of grievance and/or appeal rights.

Section 8. Grievances contesting an informal disciplinary action may be filed by the affected employee at Step 1 of the Negotiated Grievance Procedure not later than 10 work days after receipt of the action. Grievances contesting a formal disciplinary action may be filed by the affected employee with the Deciding Official not later than 10 work days after receipt of the decision. If the Deciding

Official is at the Step 1 level, the grievant may proceed through all steps as set out in the Negotiated Grievance Procedure. If the Deciding Official is outside the Negotiated Grievance Procedure, the grievance starts at the Step 2 level with the Deciding Official being the Step 2 management official. Decisions regarding adverse actions are excluded from coverage of the Grievance Procedure and are appealable to the Merit Systems Protection Board.

ARTICLE 42

PAY CHECK DELIVERY, DIRECT DEPOSIT, AND LEAVE AND EARNINGS STATEMENTS

Section 1. Employees will have their salary payments made to them by Electronic Funds Transfer (Direct Deposit)

Section 2. Leave and earnings statements may be accessed electronically through https://mypay.dfas.mil/mypay.aspx?FLPS=LES~DCPS.

ARTICLE 43

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of employees within the unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

Section 2. The Union will be notified of employee training and development policies to be established within the administrative authority of the Employer.

Section 3. The Parties agree to encourage employees to pursue self-improvement and training to increase efficiency and output. Employees are encouraged to familiarize themselves with the Army Career Tracker (ACT) https://actnow.army.mil, an Agency specific career development tool.

Section 4. The Employer will provide necessary on-the-job orientation training to assist a newly assigned employee.

Section 5. Based on availability of funds, the Employer agrees to recommend approval of enrollment of employees in job-related courses at the expense of the Employer. Failure to successfully complete such courses could result in that employee being required to reimburse the Government for subject course and denied future courses.

Section 6. Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer. The Employer will endeavor to assure that employees are provided necessary training and/or assistance to meet the performance requirements of their position.

Section 7. With respect to any training given that would qualify an individual for promotion, the recipient of such training shall be selected on a competitive basis.

ARTICLE 44

COMMERCIAL ACTIVITIES

Section 1. The Employer retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civilian Service Reform Act. All contracting out decisions will be in accordance with controlling regulations.

Section 2. The Employer will notify the Union when a study, review, or conversion to contract pursuant to OMB Circular A-76 is being initiated which concerns work performed by the unit employees or a transfer of work currently performed by the unit employees is anticipated.

Section 3. Periodic briefings will be held between the Employer and the Union to provide the Union with information pursuant to OMB Circular A-76, in matters which may adversely affect bargaining unit employees.

Section 4. If the commercial activity review affects the bargaining unit, the Union may appoint a Union member to the Performance Work Statement (PWS) team. The Union representative will be required to sign and abide by a non-disclosure agreement. A copy of the PWS will be provided to the Union when made public. The decision to contract is not subject to negotiated grievance procedure.

Section 5. The Union will be advised of contracting out decisions. The impact and implementation of contracting out decisions will be negotiated at the request of the Union.

ARTICLE 45

GRIEVANCE PROCEDURES

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt settlement of grievances. The Parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the

government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

Section 2. Unit employees covered by this Agreement may present a grievance which may be processed with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the grievance meetings. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 3. This Article provides procedures for the processing of grievances relating to the interpretation and/or application of this Agreement, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the Employer. This shall be the sole procedure available for processing covered grievances.

Section 4. A grievance means any complaint:

a. By any unit employee concerning any matter relating to the employment of the employee, except for those matters specifically excluded in Section 5 of this Article;

b. By the Union concerning any matter relating to the employment of the employee; or

c. By any unit employee, the Union, or the Employer concerning:

(1) The effect or interpretation or a claim of breach of this Collective Bargaining Agreement; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 5. Matters excluded from this grievance procedure are as follows:

a. A claimed violation of prohibited political activities;

b. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Worker's Compensation Program, US Department of Labor;

c. A suspension or removal under 5 USC § 7532 (National Security);

d. Any examination, certification or appointment of candidates for Federal employment;

e. The classification of any position;

f. Equal Employment Opportunity complaints or allegations;

g. Non-selection for promotion from a group of properly ranked and certified candidates;

h. Notice of proposed actions;

i. Termination of probationary employees; and

j. Any matter appealable to the U.S. Merit Systems Protection Board.

Section 6. Grievances may be initiated by:

a. employees (either individually or jointly);

b. the Union; or

c. the Employer.

Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or established Agency policy. An employee or group of employees in the unit may only be represented by themselves or the Union in filing a grievance under this negotiated procedure.

Section 7. If two or more employees initiate identical grievances, where the basis for the grievance and corrective action being sought are identical, the Union, if it has been designated as the representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

Section 8. Reasonable official time will be granted to aggrieved unit employees to investigate, prepare and/or present a grievance through this Negotiated Grievance Procedure.

Section 9. Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance, except as otherwise provided herein. Failure of the Employer to comply with any applicable processing time will constitute a valid basis for the grievance being advanced to the next higher step of this Grievance Procedure.

However, any time limits stated in this Article may be extended by mutual written agreement between the Employer and the Union. Absent extraordinary circumstances, extensions will not exceed five work days.

Section 10. A grievance by the employee, Union, or the Employer shall be filed within ten (10) work days of the occurrence or awareness, whichever occurs later, of the incident being grieved, except for extenuating circumstances, such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above-stated time constraints, written reasons will be submitted with the grievance.

Section 11. Employee grievances shall be processed as follows:

Step 1. Employees shall first take up a grievance with their immediate supervisor. The employee may choose to have a Union representative. The following shall be specified in writing:

a. The basis for the grievance;

b. The date of the occurrence or awareness of the incident being grieved; and

c. The corrective relief sought.

The immediate supervisor shall make a reasonable effort to resolve the grievance and will hold a meeting with the grievant and Union representative and render a written decision or findings/conclusions to the employee within ten (10) work days of the date the employee submitted the grievance.

Step 2. Should resolution not occur at Step 1, the employee may submit the grievance for further consideration by filing the grievance within ten (10) work days of receipt of the Step 1 decision to the second line supervisor.

The second line supervisor or designee, will meet within five (5) work days with the aggrieved employee and Union representative(s) to discuss the grievance. The second line supervisor, or designee, will render a written decision within ten (10) work days from the date of the meeting.

Step 3. Should resolution not occur at Step 2, within seven (7) work days of receipt of the Step 2 decision, the employee may submit the grievance for further consideration by filing his written grievance to the Commander. This grievance shall identify:

a. The basis for the grievance;

b. The date of the occurrence or awareness of the incident being grieved;

c. The date of receipt of the step 2 decision; and

d. The corrective relief sought.

Within five (5) work days of receipt of the Step 3 grievance representatives of the Employer will meet with the grieved employee and his Union representative to discuss the grievance. The Commander or Designee will render a written decision within 10 work days from the date of the meeting.

Section 12. Employer grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. Within five (5) work days, a meeting shall be held to discuss the grievance. The President shall issue a written decision within ten (10) work days of the meeting.

Section 13. Union grievances shall be filed in writing with the Commander by an elected officer of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. Within five (5) work days, a meeting shall be held to discuss the grievance. The Commander, or Designee, shall issue a written decision within ten (10) work days of the meeting.

Section 14. The Parties agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within ten (10) work days following the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither Party is obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a Party's right to invoke arbitration at a later date. If the Parties agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The Parties also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the Parties agree to follow the guidelines, which entitle a grievant to be present at the mediation conference. The mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the Parties or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the Parties agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

Section 15. Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or the Employer.

ARTICLE 46

ARBITRATION PROCEDURE

Section 1. When a matter pursued through the Negotiated Grievance Procedure is not satisfactorily resolved at the final step of the grievance procedure, the matter may be submitted for arbitration by the Employer or the Union. The request to invoke arbitration must be in writing and must be received by the Commander or the Union President within fifteen (15) work days of the date of receipt of the final grievance decision or conclusion of grievance mediation. Only the Parties to this Agreement may invoke arbitration.

Section 2. Within ten (10) work days after receipt of the arbitration request, the Employer and the Union will jointly request that the Federal Mediation and Conciliation Service submit a list of seven (7) impartial persons qualified to act as arbitrators. The Party invoking the arbitration will initially pay the appropriate list fee. The fee will be split if there is a split decision. The losing Party shall otherwise be responsible for the fee. Unless agreed otherwise, representatives of the Union and the Employer will meet within ten (10) work days after receipt of such a list. A representative of the Union and a representative of the Employer will each strike one arbitrator's name from the list of seven (7); they will then repeat this procedure. The remaining name will be the duly selected Arbitrator. A flip of a coin will decide which Party strikes first.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

a. either Party refuses to participate in the selection of an Arbitrator; or

b. upon inaction or undue delay on the part of either Party.

Section 4. The Parties will in good faith attempt to define the issue. If complete agreement cannot be reached on the issue prior to arbitration, the Parties will present their respective issues to the Arbitrator at the hearing. The Arbitrator will then determine the issue to be heard.

Section 5. Grievability and arbritability of issues, if unresolved, will be handled as threshold issues at Arbitration. Grievability or arbitrability issues must be raised in writing to the other Party within ten (10) work days after arbitration is invoked.

Section 6. The Parties will make a good faith effort in scheduling the arbitration. Once the arbitration date is set, if one of the Parties seeks to change the date, that Party is responsible for paying the cancellation fee, if any. If the date is changed based on a stipulation, both Parties will split the cancellation fee, if any.

Section 7. At least 12 work days prior to the arbitration, the Parties will exchange anticipated witness lists.

Section 8. Witnesses who are not located within the continental United States may appear telephonically or via video teleconference.

Section 9. The Arbitrator's fees and expenses shall be borne by the losing Party. The Arbitrator shall determine the losing Party. If there is a split decision in which neither Party can be designated as the losing Party, the fees and expenses will be shared equally by the Employer and the Union. Where the Union and the Employer mutually request, a transcript or the arbitrator requests a transcript, the expenses will be shared; otherwise the Party requesting the transcript shall bear the expense. The Employer and the Union shall share equally the expenses of any mutually agreed upon services.

Section 10. The arbitration hearing will be on the Employer's premises during the Employer's regular administrative working hours. Each person authorized to attend the arbitration hearing who is employed by the Employer and who is in a duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave. When necessary, an employee's shift will be adjusted to accommodate presence at the hearing in a duty status.

Section 11. The Arbitrator will be requested to render a decision not later than thirty (30) calendar days after conclusion of the hearing, unless the Parties agree otherwise.

Section 12. The Arbitrator will not change, modify, alter, delete, or add to the provisions of this Agreement; this right is the prerogative of the Union and the Employer only.

Section 13. Either the Union or the Employer may file exceptions to an Arbitrator's award in accordance with law and regulations.

ARTICLE 47

TRAVEL

Section 1. The Employer has the right to require employees to travel on temporary duty (TDY) under the conditions prescribed in applicable laws and regulations.

Section 2. Issuance of travel orders, advance of travel pay and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations. Government contractor-issued travel charge cards will be available to all employees who are required to travel on official business at least three times a year, unless the employee is deemed ineligible due to infrequent travel, abuse of credit card, and/or poor credit rating. When employees who are not authorized a travel card must travel, they may request an advanced payment up to 80% of projected entitlements.

Section 3. Where possible, the Employer shall issue travel orders, when required, sufficiently in advance to permit the employee to obtain transportation requests during working hours prior to the scheduled day of departure.

Section 4. Employees on TDY will be authorized use of special conveyances (rental cars or taxis) necessary in the performance of official duty travel as authorized in travel orders. Official duty travel includes travel to and from transportation terminals, between TDY quarters and place of duty and between place of duty and eating establishments.

Section 5. As outlined in applicable travel regulations, the use of government quarters may not be required. Should an employee not elect to use government quarters, they will be reimbursed at the appropriate per diem rate for the locality.

Section 6: The Employer will encourage employee participation in the Transportation Incentive Program, where available, pursuant to Executive Order 13150.

ARTICLE 48

LOCAL TRAVEL

When conducting official business employees should avail themselves of existing Employer furnished transportation services. Upon prior written approval from the Director and/or Commander, employee(s) may elect to use privately owned vehicles for official business. Such employee will be reimbursed for mileage in accordance with the Joint Travel Regulations.

ARTICLE 49

PERSONNEL RECORDS

Section 1. An electronic Official Personnel Folder (eOPF) as prescribed by the Office of Personnel Management and the Department of the Army will be maintained for each employee.

Section 2. All employees may access and review their eOPF online from a government computer at https://eopf1.nbc.gov/army/. During initial in-processing, employees may request copies of various pre-employment documents requiring signature by CPAC to include their job description. Otherwise, employees are able to access a copy of their Notification of Personnel Actions (SF-50s); health and life insurance election forms; designations of beneficiary; performance appraisals, and other documents officially filed in the folder.

ARTICLE 50

BOND DRIVES AND COMBINED FEDERAL CAMPAIGN

Section 1. The installation is authorized to encourage participation in bond drives and to solicit funds under the Combined Federal Campaign depending largely on voluntary participation and contributions for successively achieving its goals.

Section 2. The Parties agree to encourage employees as individual citizens and as members of a community to participation and contribute voluntarily to charitable organizations as a part of their personal responsibilities as citizens.

Section 3. The Employer agrees that:

a. approved bond and fund raising drives will be conducted in keeping with the principles of true and voluntary participation and giving; and

b. coercion, overt or implicit, shall not be practiced by personnel appointed as solicitors or by the Employer's personnel.

ARTICLE 51

WAGE SURVEYS

Section 1. The Union will be notified of a locality wage survey and of the schedule as established by the DOD Wage Fixing Authority.

Section 2. The Union may designate one (1) member to serve on the Local Wage Survey Committee.

Section 3. The Union may nominate employees as labor data collectors. The Employer may, for extraordinary reasons, elect not to appoint the nominated employee. If the Employer chooses to not appoint the nominated employee, the Union shall provide additional recommendations as provided by 5 C.F.R. § 532.229.

ARTICLE 52

ENVIRONMENTAL DIFFERENTIAL PAY/HAZARDOUS DUTY PAY

Section 1. The Employer shall pay Environmental Differential Pay (EDP)/Hazardous Duty Pay (HDP) to personnel when they are required to perform duties that involve unusual hazards, physical hardships, or working conditions in accordance with 5 CFR § 532.511 for Wage Grade employees or 5 CFR § 550, Subpart I, for General Schedule employees.

Section 2. In accordance with Federal statutes and DOD/DOA policy guidance, the Employer is obligated, wherever feasible given available technology, to eliminate or substantially reduce employee exposure to environmental hazards, physical hardships, and working conditions of an unusually severe nature.

Section 3. The Employer will maintain a listing of all positions for which EDP or HDP is authorized and shall provide the information to the Union upon request.

Section 4. An employee who does not receive EDP/HDP as required by the CFR may file a grievance at Step 1 of the Negotiated Grievance Procedure.

ARTICLE 53

DEPARTMENT OF THE ARMY CIVILIAN POLICE AND SECURITY GUARDS

Department of the Army Civilian Police and Security Guards and E911 Dispatcher/Operators shall be initially outfitted with all the necessary uniforms and/or equipment when hired. Thereafter, annually the maximum allowance will be provided for the Army Civilian Police and Security Guards. The E911 Dispatcher/Operators shall be provided annually one half (1/2) of the maximum uniform allowance.

ARTICLE 54

FRAUD, WASTE, AND ABUSE

Section 1. All employees should report fraud, waste, and abuse relating to both the Command and other DOD activities.

Section 2. Any employee who suspects a case of fraud, waste, and abuse is encouraged to report the situation to his chain of command or the inspector general (IG). In addition, reporting agencies and phone numbers are available through various media, including bulletin boards, post publications, and internet sites. The following listed numbers are informational purposes only and were valid at the time this article was approved. Neither Party guarantees the accuracy of these numbers:

Inspector General	(337) 531-7878
Department of the Army	(800) 752-9747
DOD Hotline Toll Free	DSN 227-1061 (800) 424-9098
General Accounting Office (GAO) Hotline – Toll Free	(800) 424-5454
U.S. Office of Special Counsel hotlines:	
(a) Prohibited Personnel Practice	(800) 872-9855
(b) Whistleblower Disclosure	(800) 572-2249
(c) Political Activity (“Hatch Act”)	(800) 854-2824

ARTICLE 55

GENERAL PROVISIONS

Section 1. The Union will be provided a copy of regulations affecting conditions of employment and proposed changes thereto. Union officers/stewards, upon request, will be granted access to regulations necessary to assist them in carrying out their representational tasks.

Section 2. Union officers/stewards may use internal mail distribution in carrying out their representational tasks.

Section 3. Union representatives will have access to the Union office.

Section 4. Employees will have reasonable computer access and assistance on duty time to conduct official Agency or Union business which may include accessing eOPF, My Pay, training, or related matters.

Section 5. Activity facilities will be made available where practicable upon request for Union meetings. Management will make every reasonable effort to make such facilities available. The Union will be responsible for the security of the facility and for the policing of the facilities after these meetings.

Section 6. When an employee is counseled by a supervisor, the supervisor will ask the employee to sign any written counseling. This signature indicates the employee has seen the documentation and not whether or not the employee agrees with it. If the employee refuses to sign, a Union representative or other witness will sign the document indicating they are aware the employee has seen the document.

Section 7. The Union's rights to represent employees as specified in this Agreement applies to work performed during scheduled tours of duty, as well as scheduled periods of overtime.

ARTICLE 56

DISTRIBUTION OF AGREEMENT

The Agreement will be typed in final form by the Employer. Within 60 days of the effective date of this Agreement, the Employer will provide a copy of the Agreement to all current bargaining unit employees. The Union shall provide the Agreement to all new bargaining unit employees. The Union will be provided one hundred (100) copies of the Agreement. The Agreement will also be placed on Sharepoint.

ARTICLE 57

DURATION AND CHANGES

Section 1. This Agreement shall remain in full force and effect for a period of 3 years from the date of its approval by the head of the Agency or from the 31st day after execution; whichever is sooner. This Agreement will automatically be renewed for 3-year periods thereafter unless written notice of a desire to

renegotiate the Agreement is served by either Party between the 105th and 60th day prior to expiration of the contract.

Section 2. This Agreement is subject to reopening:

a. By mutual consent of the Parties concerned;

b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

Section 3. When the renegotiation of this Agreement is pending or in process, and the Parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is effected.

By the signature of the authorities represented below, the Employers and Union have executed this Agreement on this 7 day of MARCH 2014.

FOR THE EMPLOYER

WILLIAM B. HICKMAN
Brigadier General, USA
Commanding
U.S. Department of the Army
Headquarters, Joint Readiness Training Center and Fort Polk
Fort Polk, Louisiana

FOR THE UNION

SHAYNE BOUTTE
President, Local 10
National Association of Independent Labor

T. GLENN MOORE
COL, AV
Commanding
U.S. Army Installation Management Command (IMCOM)
Fort Polk, Louisiana

MARK C. WILHITE
COL, MS
Commanding
U.S. Army Medical Department Activity (MEDDAC)
Fort Polk, Louisiana

ANNE M. McCARTNEY
LTC, DC
Commanding
U.S. Army Dental Clinic Command (DCC)
Fort Polk, Louisiana

FERDINAND SHAW
Director, Network Enterprise Center
106th Signal Brigade
Fort Polk, LA
U.S. Army 106th Signal, Network Enterprise Center (Fort Polk) (NEC)
Fort Polk, Louisiana

JAMES L. CONATSER
LTC, IN
Commander, MICC – Fort Polk
U.S. Army Mission & Installation Contracting Command (MICC)
Fort Polk, Louisiana

RAYMOND S. EDEN
Acting Director of Logistics
USARMY 406 AFSB (US)
U.S. Army Logistics Readiness Center (LRC), Fort Polk
Fort Polk, Louisiana

TRACY P BANISTER
Colonel, USA
Chief of Staff
U.S. Army Fires Center of Excellence and Fort Sill

Dalessandro, Robert J SES (US)
Director, US Army Center of Military History
Museum Division – Fort Polk
Fort Polk, Louisiana

Approved by the Department of Defense on 20 MAR 2014 to be effective on 20 MAR 2014.