



AFGE

PROUD TO MAKE AMERICA WORK

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES – AFL-CIO



**CONTRACT
AGREEMENT**

BETWEEN

**HEADQUARTERS,
XVIII AIRBORNE CORPS AND
FORT BRAGG**

**FORT BRAGG, NORTH CAROLINA
and**

**AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1770** **AFL-CIO**

**FAIR AND EQUITABLE
OBJECTIVE
TREATMENT BY ALL TO ALL**

**ARTICLE I
RECOGNITION AND COVERAGE**

1. SECTION 1. The Employer recognizes the American Federation
2. of Government Employees, AFL-CIO, Local 1770 (hereafter
3. referred to as the Union) as the Exclusive bargaining
4. representative for all employees included in the bargaining
5. units defined in Section 2 of this Article.

6. SECTION 2. The recognized bargaining unit covered by this
7. Agreement includes all current and future eligible Fort
8. Bragg civilian employees who are administered by the Fort
9. Bragg Civilian Personnel Office directly or through a
10. servicing agreement and paid from appropriated funds, as
11. described below:

12. All non-supervisory general schedule and federal wage
13. system employees. Excluded from this unit are management
14. officials, supervisors as defined in Title 5 U.S. Code,
15. confidential employees, employees engaged in personnel work
16. in other than a purely clerical capacity, professional
17. employees not identified in the American Federation of
18. Government Employees, AFL-CIO, Local 1770's representational
19. certification(s) and employees engaged in intelligence,
20. counterintelligence, investigative, or security work which
21. directly affects national security, and certain tenant units
22. excluded by appropriate authority.

23. SECTION 3. Subsequent references herein to "Employee" and
24. "Employees" will be understood to apply to all employees
25. of the recognized bargaining units represented by the Union.
26. Throughout this Agreement "Civilian Personnel" refers to
27. the Civilian Personnel Office, Civilian Personnel Advisory
28. Center, and/or any other title that may be assigned to
29. Civilian Personnel Functions for the duration and any
30. extension(s) of this agreement.

**ARTICLE II
BASIC PROVISIONS**

1. SECTION 1. In the administration of all matters covered by
2. this Agreement, officials and employees are governed by
3. existing and/or future laws and the regulations of
4. appropriate authorities, including all Government Wide laws,
5. rules, and regulations in existence at the time this
6. Agreement is approved; and by subsequently published
7. Government wide laws, rules, regulations, and policies, to
8. include Agency policies and regulations required by law, or
9. Government wide regulations.

10. SECTION 2. This Agreement will have the full force and
11. effect of regulations within the bargaining units to which
12. it applies and will take precedence over any and all local
13. policy issuance's affecting bargaining unit employees

14. related to the issues covered herein.
15. SECTION 3. Memorandums of Agreement concerning Impact &
16. Implementation of employer rights, will be on file in the
17. Civilian Personnel Office and AFGE, Local 1770.

**ARTICLE III
RIGHTS AND OBLIGATIONS OF EMPLOYEES**

1. SECTION 1. Nothing in this Agreement shall require an
2. employee to become or remain a dues paying member of the
3. Union or to pay any dues money to the Union except pursuant
4. to a voluntary, written authorization by a member for the
5. payment of dues through payroll deductions.

6. SECTION 2. Each employee has the right, freely and without
7. fear of penalty or reprisal, to form, join, and assist the
8. Union, or to refrain from any such activity, and each
9. employee shall be protected in the exercise of these
10. rights. However, activities performed by any employee
11. relating to the internal business of the Union (including
12. the solicitation of membership, elections of Union
13. officials, and/or collection of dues) shall be performed
14. during the time the employee is in a non-duty status.

15. SECTION 3. Employees are entitled to fair and equitable
16. treatment consistent with Merit System Principles in matters
17. affecting their employment.

18. SECTION 4. Each employee is entitled to know who their
19. immediate supervisor is and will have reasonable access to
20. the supervisor during normal duty hours. In the event an
21. employee receives work instructions which conflict with
22. direction issued by the employee's immediate supervisor, the
23. employee may request clarification from their supervisor if
24. readily available. If the supervisor or their alternate is
25. not readily available, the employee will follow the
26. instructions given by the official of the Employer and
27. provide the supervisor an explanation at the first
28. opportunity.

29. SECTION 5. In accordance with current governing
30. regulations, Unit employees will not be held pecuniarily
31. liable for government property except where the loss, damage
32. or destruction of such property is the result of negligence
33. or willful misconduct on the part of the employee as
34. determined by a Report of Survey or other appropriate
35. administrative process.

36. SECTION 6. Employees are to: (A) actively participate in
37. and promote programs designed to improve work performance,
38. methods, and conditions; (B) conscientiously perform
39. assigned duties; (C) comply with applicable standards of
40. conduct; (D) cooperate and strive to maintain good working

41. relations with their supervisors and fellow employees; (E)
42. be courteous and (F) recognize the need to participate in
43. continuing education programs in order to keep abreast of
44. changes.

45. SECTION 7. Employees will not engage in or become involved
46. in any private business or profit-making endeavor on
47. official duty time or by using Government facilities or
48. equipment. The Union and Employer will take steps to insure
49. all parties to this Agreement are informed of these
50. provisions.

51. SECTION 8. No employee shall be precluded from exercising
52. any right granted by law, Executive Order, or appropriate
53. regulation except in the limitations concerning grievances
54. and arbitrations established in this Agreement.

**ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

1. SECTION 1. The Employer rights and authorities as they
2. existed prior to the signing of this Agreement are
3. retained except as specifically abridged by the expressed
4. provisions of this Agreement or other appropriately
5. negotiated living documents.

6. Those rights include:
 7. a. To determine the mission, budget, organization,
 8. number of employees, and internal security practices of
 9. the Agency.

 10. b. To hire, assign, direct, layoff, and retain
 11. employees in the Agency, or suspend, remove, reduce in
 12. grade or pay, or take other disciplinary action against
 13. such employees.

 14. c. To assign work, to make determinations with respect
 15. to contracting out, and to determine the personnel by
 16. which Agency operations shall be conducted.

 17. d. With respect to filling positions, to make
 18. selections for appointments from;
 19. (1) Among properly ranked and certified
 20. candidates for promotion; or

 21. (2) Any other appropriate source;

 22. e. To take whatever actions may be necessary to carry
 23. out the Agency mission during emergencies.
24. SECTION 2. At the Employer election it may negotiate with
25. the Union on the numbers, types, and grades of employees or
26. positions assigned to any organizational subdivision, work

27. project, or tour of duty, or on the technology, methods,
28. and means of performing work.

29. SECTION 3. Nothing in this Agreement shall preclude the
30. Employer from negotiating with the Union on procedures
31. which the Employer will observe in exercising any authority
32. under Section 1, Section 2 and on appropriate arrangements
33. for employees adversely affected by the exercise of any
34. authority by the Employer. When exercising the right to
35. prescribe regulations relating to the personnel policies
36. and practices and working conditions, the Employer shall
37. have due regard for the obligation to meet and confer.

38. SECTION 4. Management Officials and Supervisors will
39. encourage the achievement of high standards of employee
40. performance and the continual development and
41. implementation of work practices to facilitate improved
42. employee performance and efficiency; provide employees an
43. opportunity to participate in the implementation of
44. personnel policies and practices affecting working
45. conditions; and strive to maintain constructive and
46. cooperative relationships between the Employees, the Union
47. and the Employer.

48. SECTION 5. Management Officials and Supervisors will
49. maintain a position of neutrality with regard to questions
50. of dues paying membership or non-dues paying membership of
51. subordinates in the Union.

52. SECTION 6. Management Officials and Supervisors will not
53. coerce or require, in any manner, employees to invest their
54. time, talent, money, or donate to charity, or participate
55. in activities not related to their employment. Management
56. Officials and Supervisors shall neither engage in nor
57. coerce employees to engage in or contribute to, or
58. otherwise support or become involved in any private
59. business or profit-making endeavor on official duty time or
60. by using Government facilities or equipment.

61. SECTION 7. The Employer will provide the Union timely
62. advanced notification (normally one week) of new employee
63. orientation classes and provide the Union an opportunity to
64. participate.

ARTICLE V RIGHTS AND OBLIGATIONS OF THE UNION

1. SECTION 1. The Union has the right to represent all
2. employees in the Unit.

3. SECTION 2. The Union has the right to present its views to
4. the Employer on matters of concern over which the Employer
5. has discretion, which affect Bargaining Unit employees,
6. either orally or in writing, and to have such concerns

7. appropriately considered unless such concerns are in
8. violation of existing regulations or law.

9. SECTION 3. The Union has the right to have a Union
10. representative present at all formal discussions or meetings
11. between the Employer and Bargaining Unit employees (or
12. employee representatives) and make its views known
13. concerning grievances, personnel policies and practices, or
14. other matters affecting conditions of employment. The right
15. of the Union representative to be present with an employee
16. during the formal discussion shall be subject to the laws,
17. rules or regulations governing security and confidentiality
18. of the situation.

19. SECTION 4. The Union shall encourage employees to actively
20. support the Employer's efforts to eliminate waste, conserve
21. materials and supplies, improve the quality of workmanship,
22. discourage tardiness, absenteeism and carelessness.

23. SECTION 5. The Union shall encourage employees to actively
24. participate in and promote programs designed to improve work
25. methods and conditions; conscientiously perform assigned
26. duties; comply with applicable standards of conduct;
27. cooperate and strive to maintain good working relations with
28. their supervisors and fellow employees; be courteous to the
29. Public; and recognize the need to participate in continuing
30. education programs in order to keep abreast of changes.

31. SECTION 6. Authorized representatives of the AFGE National
32. Union will be allowed to visit the installation at
33. reasonable times on appropriate Union business, provided
34. the President AFGE Local 1770, requests such access and
35. identifies the purpose of such access to the Employer.
36. The employer must approve orally or in writing prior to the
37. visit. Further, the AFGE National Union official must
38. provide proper identification to the Employer and is subject
39. to the laws, rules or regulations governing security and
40. confidentiality.

41. SECTION 7. The Union will insure that employees who engage
42. in internal Union business, such as soliciting membership,
43. collecting dues, election of officers and Union meetings is
44. conducted while such employees are in a non-duty status or
45. on approved leave.

46. SECTION 8. The Union is obligated to abide by the
47. provisions at 5 U.S.C. Chapter 71 concerning strikes, work
48. stoppages or slowdowns and unlawful picketing.

49. SECTION 9. The Union shall not, in accordance with 5 U.S.C.
50. 7116 (b) (1) and (2), interfere with, restrain, or coerce
51. any employee in the exercise by the employee of any right,
52. or cause or attempt to cause an Agency to discriminate
53. against any employee in the exercise by the employee of any

54. right established under 5 U.S.C. Chapter 71.

**ARTICLE VI
HOURS OF WORK AND TOURS OF DUTY**

1. SECTION 1. This Article is not applicable to Fire Fighters
2. assigned to the Fort Bragg Fire Department and other
3. similarly established work schedules (24 hour).

4. SECTION 2. For the purpose of this Article, the following
5. definitions apply except where altered by negotiated
6. Alternate/Compressed Work Schedules (AWS) which are on file
7. in the Civilian Personnel Office and AFGE, Local 1770.
8. Where AWS has been negotiated, the shifts will be governed
9. by those respective Agreements/MOUS.

10. a. Tour of Duty: A period of calendar days during
11. which an employee is scheduled to perform duty.

12. b. Basic Workweek: A period of five (5) consecutive
13. 8-hour calendar days, normally Monday through Friday,
14. within the administrative workweek during which an
15. employee is paid the straight-time rate.

16. c. Shift: An eight (8) hour work period scheduled in
17. advance which occurs on a day in the basic workweek of
18. an employee and for which the employee is paid at the
19. straight-time rate.

20. d. Standard Workday: An eight (8) hour period of work
21. scheduled over not more than 9 hours in a day. A day
22. is defined as a 24 hour period beginning at midnight
23. and ending at midnight.

24. SECTION 3. The Administrative Workweek at Fort Bragg
25. consists of seven (7) consecutive calendar days, commencing
26. at 12:01 a.m. on Sunday and ending at 12:00 midnight the
27. following Saturday. Hours of work established in various
28. geographical areas of this installation will normally be
29. effective year round without regard to season change.
30. Any change(s) will occur only after appropriate
31. notification/discussion with the Union.

32. SECTION 4. The Standard Workday will consist of eight (8)
33. hours of work scheduled over a nine (9) hour period with one
34. (1) hour lunch, except in those organizations which have
35. eight (8) hours of work scheduled over a period sufficient
36. to permit a thirty (30) or forty-five (45) minute lunch
37. period. The lunch period is non duty time.

38. a. In cases where a majority of the employees in a
39. particular work section desire less than a one hour
40. lunch period, a shorter lunch period of not less than
41. 30 minutes may be established upon approval by the

42. Employer. The presentation of the request for a
43. shorter lunch period will be made in writing by the
44. Union. The Employer will respond in writing to the
45. request within 15 calendar days. If the request should
46. be denied, the Union may file for a review of the
47. decision.

48. b. Once a shortened lunch period is established, the
49. hour of departure will be adjusted accordingly.

50. c. The Employer reserves the right to return to the
51. one (1) hour lunch period and subsequent adjustment of
52. the hour of departure in the event the shortened lunch
53. period and resulting adjusted hour of departure
54. adversely impacts on the Employers' ability to perform
55. its' mission. The Employer will notify the Union in
56. advance of these actions and the parties will meet and
57. confer, as appropriate.

58. SECTION 5. Except in positions which require staggered
59. reporting times, the Standard Workday will be as follows:

60. a. First Shift: To begin not earlier than 6:00 a.m.
61. or later than 9:30 a.m..

62. b. Second and Third Shift: Working hours will be
63. adjusted to provide for not more than eight (8) hours
64. of duty within a nine (9) hour period.

65. SECTION 6. Employees in sections which require staggered
66. reporting times or staggered lunch periods to compensate for
67. peak work load, to extend hours of operations, or to provide
68. coverage during the normal lunch period; will be placed in a
69. tour of duty assignment which will provide working hours
70. dictated by mission requirements and consistent with
71. governing regulations and the provisions of this Agreement.

72. SECTION 7. Employees of an individual department may, if
73. desired by a majority of the employees, request to have
74. permanent shifts in lieu of rotating shifts or vice versa.
75. Such requests will be in writing and will be provided to the
76. Union for transmittal to the Employer. Upon receipt of any
77. such request the Employer will carefully consider the matter
78. and provide the Union a decision within 30 calendar days of
79. its' receipt of that request.

80. a. If permanent shifts are established, employees
81. will be allowed to express their desire for a
82. particular shift. When shifts are initially
83. established employees will select their desired shift
84. based on Service Computation Date (SCD). Thereafter,
85. shift changes will be based on seniority in the
86. work-unit.

87. b. Once employees are placed on a shift and a vacancy
88. occurs on another shift, employees may indicate their
89. interest to the Employer in writing. In the event
90. more than one employee indicates an interest in the
91. vacant shift the Employer will determine assignment
92. based on the seniority as specified in subsection a
93. above.

94. c. In cases where the Employer decides to change
95. rotating shifts to permanent shifts or vice versa the
96. Union will be provided advance notice of such change
97. and is entitled to exercise its' rights to negotiate
98. over such change.

99. SECTION 8. Employees occupying positions which require a
100. basic workweek of other than Monday through Friday will be
101. allowed to rotate to a Monday through Friday workweek on an
102. attrition basis. Employees may also be assigned to less
103. desirable tours of duty on a continuing basis when such
104. assignments are acceptable to the supervisor. Requests for
105. a change in basic workweek/tour of duty will be submitted in
106. writing by the employee. The Employer will notify the Union
107. if a decision is made to implement the change.

108. SECTION 9. Employees are entitled to an eight (8) hour
109. break between the end of a shift and the beginning of the
110. next shift unless overtime is paid in accordance with the
111. provisions of this Agreement and applicable regulations.

112. SECTION 10. Employees in a particular work unit may request
113. to exchange their days off based on mutual consent. Such
114. written requests may be granted by the Employer consistent
115. with work requirements, provided that work scheduling is not
116. adversely affected and the Employer does not incur an
117. obligation to pay any form of additional compensation.

118. SECTION 11. When three 8-hour shifts are in operation and a
119. 20 minute paid meal period is in effect for any one
120. particular shift, the meal period is considered duty time.
121. To insure adequate coverage of their respective sections,
122. employees will spend this paid meal period in close
123. proximity to their work area. With supervisory permission,
124. employees may absent themselves from the work area for brief
125. periods of time. Such time will be limited to the minimum
126. amount(s) required to satisfy a particular need, recognizing
127. that presence in the work area is essential.

128. SECTION 12. Irregular tours of duty, if established, will
129. be in accordance with government wide rules and regulations.

ARTICLE VII OVERTIME

1. SECTION 1. Planned overtime work shall be compensated at
2. the appropriate overtime rate to include any shift

3. differential or additional pay to which the employee is
4. entitled, or by compensatory time off given in accordance
5. with governing regulations.

6. SECTION 2. The Employer agrees that planned overtime work
7. will be distributed equitably among all employees within the
8. trade or occupation within an organizational element.
9. Employees assigned to work overtime must be qualified as
10. determined by the Employer to perform the overtime work in
11. an efficient and expeditious manner. For the purpose of
12. this Section, organizational element is defined as the
13. lowest organizational component shown in the official
14. organizational chart as maintained by the Civilian
15. Personnel Office. It is recognized that certain factors,
16. i.e., leave, continuity on jobs of short duration, peculiar
17. and environmental or skills requirements, etc., may cause
18. temporary imbalance in the equitable distribution of
19. overtime. However, nothing in this Section shall be
20. construed as alleviating the responsibility of the Employer
21. to distribute overtime fairly and equitably over a 12-month
22. period. This Section does not apply to employees assigned
23. to emergency situations requiring immediate action; however,
24. the Employer will avoid the continuous use of a single
25. employee in emergency situations when other qualified
26. employees are available who can react in sufficient time to
27. aid in resolution of the emergency.

28. SECTION 3. The Employer will solicit employees for overtime
29. work from a roster maintained by the immediate supervisor.
30. Whenever possible, the activity may, upon request from the
31. employee, relieve that employee from an overtime assignment
32. when another employee is available for the assignment, is
33. willing to work and as long as full requirements can
34. reasonably be met. If an employee is relieved of overtime
35. assignment at his request, the hours of overtime declined
36. will be marked on the roster as declined and will be
37. considered as overtime hours worked for the purposes of
38. determining the equity of overtime distribution.

39. SECTION 4. The Employer shall notify affected employees of
40. the requirements for all planned overtime work promptly
41. after establishing firm overtime requirements. Every
42. reasonable effort will be made to provide this notice at
43. least 24 hours prior to the requirements or by the close of
44. business on Thursday, when the overtime involves Saturday or
45. Sunday. This section does not apply to employees assigned
46. to emergencies requiring immediate actions outside and/or
47. beyond regular shifts who must be kept on duty, on an
48. overtime basis, to accomplish the emergency requirements.

49. SECTION 5. The opportunity to work overtime shall not be
50. denied to any employee for the reasons that annual or sick
51. leave have been granted in accordance with established
52. regulations and conditions outlined in this Agreement.

53. However, if an employee is incapacitated for duty, they will
54. not be allowed be allowed to work overtime that same day
55. without providing a medical certificate clearing them to
56. perform the duties required by the overtime

57. SECTION 6. Compensatory time off shall be in accordance
58. with appropriate government-wide law, rules, and/or
59. regulations.

60. SECTION 7. Employees called in to work outside their
61. regular shift hours shall be compensated for a minimum of
62. two (2) hours, unless the call comes less than two hours
63. prior to the start of the employees regular shift, in
64. accordance with appropriate regulations regardless of
65. whether the employees are required to work or not. An
66. employee called in to work outside their regular shift hours
67. may be promptly excused at the completion of the mission
68. which they were called in to perform; unless their regular
69. shift begins prior to the completion of the mission.

70. SECTION 8. Employees shall not be required to perform any
71. work or duty before or after their scheduled work hours
72. without compensating the employee by overtime pay or
73. compensatory time in accordance with appropriate regulations
74. for such work or duty. If an employee is directed by the
75. Employer to report to a designated location at a specified
76. time prior to or subsequent to his scheduled shift hours,
77. such time shall be compensable at the existing overtime rate
78. or compensatory time rate in accordance with appropriate
79. regulations.

80. SECTION 9. When employees are scheduled to report for
81. overtime work at the regular scheduled starting time on
82. Saturday, or Sunday for an eight (8) hour shift, and the
83. activity determines the employee's services cannot be
84. utilized for the entire eight (8) hour shift, the affected
85. employee may be relieved from duty at any time. The
86. Employer agrees, however, that every reasonable effort will
87. be made to provide at least four (4) hours of work under
88. these circumstances.

ARTICLE VIII REST PERIODS

1. SECTION 1. The granting of rest periods is a privilege and
2. not a right of employees; therefore, operating officials
3. may, at their discretion, suspend a particular rest period
4. to meet an emergency work situation which must be
5. immediately addressed . However, before suspending the
6. rest period, the operating official should consider if
7. delaying the rest period will resolve the emergency work
8. situation.

9. SECTION 2. It is agreed and understood that the rest

10. periods may not be contiguous to the lunch period, granted
11. immediately after the beginning of the work shift or
12. immediately prior to quitting time, nor shall they be
13. accumulated.

14. SECTION 3. Each Unit employee will be granted a fifteen
15. (15) minute rest period during each four (4) hours of
16. continuous duty. Insofar as practical, the rest periods
17. will be at the midpoint of the four (4) hour duty period.
18. Where continuous coverage of a function is required, rest
19. periods may be staggered to accommodate work load.

ARTICLE IX HOLIDAYS

1. SECTION 1. Employees are entitled to all holidays now
2. prescribed by law and any that may be later added by law,
3. and all holidays, days of mourning and/or any such type
4. days that may be designated by Executive Order and/or other
5. appropriate authority.

6. SECTION 2. Employee(s) who are scheduled to work on an
7. established holiday will be compensated for such work in
8. accordance with existing law, rule and regulations.

ARTICLE X ANNUAL LEAVE

1. SECTION 1. Employees shall earn annual leave in accordance
2. with applicable statutes and government-wide regulations.
3. All requests for annual leave will be made by the employee
4. to the immediate supervisor or an individual designated by
5. the supervisor. The minimum request for annual leave shall
6. be in increments of tenths of hours (i.e. 6-minute
7. increments).

8. SECTION 2. A Standard Form 71 will be utilized to request
9. and document all annual leave.

10. SECTION 3. Annual leave for short periods may be granted
11. upon request of the employee subject to workload and
12. manpower requirements. Annual leave for vacation purposes
13. (40 hours or more) may be granted, subject to workload
14. requirements and available manpower, provided the employee
15. gives advance notice of not less than four (4) weeks.
16. Accrued annual leave for vacation purposes, will be approved
17. or disapproved within 7 calendar days of receipt, and if
18. approved, will not be cancelled except in cases of emergency
19. requirements. When the Employer finds it necessary to
20. cancel previously approved leave, the reasons will be
21. provided in writing to the employee.

22. SECTION 4. A request for annual leave to cover emergency
23. situations of unforeseen circumstances will be made at the

24. earliest possible opportunity, but no later than one (1)
25. hour after the beginning of the scheduled shift, and will be
26. approved or denied on an individual basis. Personal
27. requests for emergency annual leave, once at the work place
28. will be approved or disapproved on an individual basis.
29. When such request for leave is denied, the employee will be
30. provided, in writing, the reason for the denial at the
31. earliest opportunity.

32. SECTION 5. The Employer will provide employees
33. opportunities to use accrued annual leave. Any use or lose
34. leave must be scheduled in writing by 1 July. Any use or
35. lose, which has been denied, must be rescheduled in writing
36. at least three (3) pay periods prior to the end of the leave
37. year before forfeited leave can be considered for
38. restoration. Restoration of forfeited leave will be
39. processed in accordance with applicable regulations. A
40. properly executed SF 71 (Application for Leave) satisfies
41. the written scheduling requirement.

42. SECTION 6. **MEDICAL CENTER NURSING PERSONNEL ONLY**
 NOTE: This section pertains to all Licensed
 Nursing Personnel

43. a. During the months of June, July, and August, annual
44. leave requests shall be limited to no more than 14
45. continuous days.

46. b. During the Official Thanksgiving Holiday Season
47. beginning at 12:01 a.m. on the Saturday prior to
48. Thanksgiving and ending at midnight on the Sunday following
49. Thanksgiving; and the Official Christmas Holiday Season,
50. beginning at 12:01 a.m. the Saturday prior to Christmas and
51. ending at midnight the Sunday following New Years Day,
52. employee leave requests will be restricted to either
53. Christmas or New Year's holiday week, but not both. In the
54. event of conflict as to choice of vacation periods, the
55. earliest dated leave request will be considered first. Once
56. an employee has selected a vacation period, they shall not
57. be permitted to change their selection if such change would
58. disturb the choice of another employee unless an exchange is
59. mutually agreeable to the affected employee(s) and the
60. Employer approves the change.

61. c. The Employer may consider exceptions to the above
62. referenced a and b, under extenuating circumstances on a
63. case-by-case basis.

ARTICLE XI
SICK LEAVE

1. SECTION 1. A Standard Form 71 will be utilized to request
2. and/or document all sick leave.

3. SECTION 2. Employees shall earn and be granted sick leave
4. in accordance with applicable statutes and regulations.

5. SECTION 3. Each employee is responsible to notify their
6. supervisor or an individual designated by their supervisor
7. as soon as practicable, normally by telephone, if they are
8. prevented from reporting to work because of an
9. incapacitating illness or injury. In the event the
10. supervisor or designated individual is not readily
11. available, the employee will have fulfilled their
12. responsibility by contacting their supervisor's office and
13. providing notification to an individual. Employees, other
14. than those identified below, will make every reasonable
15. effort to give notice of incapacitation prior to the start
16. of their scheduled shift, but will insure that notice is
17. given within the first one (1) hour after the beginning of
18. the scheduled shift. Employees may only leave a message on
19. their work site answering machine after the start of the
20. shift through the first hour.

21. SECTION 4. Employees who provide fire protection services
22. and medical care/support services or other around-the-clock
23. services, will make every reasonable effort to notify their
24. supervisor or the designated individual at least two (2)
25. hours prior to the beginning of their scheduled shift, but
26. will insure that such notice is given prior to the start of
27. the shift.

28. SECTION 5. An employee who becomes ill at work will notify
29. their immediate supervisor or other official in their
30. supervisory chain prior to departing the work site except
31. when emergency care is necessary. Where an employee leaves
32. the worksite without providing notice to the supervisor or
33. supervisory chain, verification of emergency care will be
34. required. Employees who leave work and utilize sick leave
35. shall be subject to the above reporting requirement
36. beginning on the following workday. When any absence due to
37. illness extends from one workweek into another, the employee
38. shall notify his supervisor on the first workday of the
39. second week and on the first workday of each week thereafter
40. until his return to duty, unless the employee has provided
41. an acceptable medical certificate specifying the period the
42. employee will be incapacitated for work.

43. SECTION 6. **Except for the exception specified in SECTION 8**
44. **below;** each employee shall furnish an acceptable medical
45. certificate within seven (7) calendar days after return to
46. duty to substantiate all periods of absence due to sickness
47. or injury, excluding on the job injuries, which exceeds
48. three (3) consecutive workdays.

49. SECTION 7: An acceptable medical certificate is an original
50. medical certificate which contains as a minimum, the name of
51. the facility and/or provider, address, and telephone
52. number, signed by a registered practicing physician,
53. licensed practitioner, or other appropriate medical office
54. personnel certifying to the duration of incapacitation,
55. examination, treatment, or disability of an employee.
56. Details of the diagnosis and treatment are not required on
57. the medical certificate. Employees that have been issued a
58. letter of requirement shall provide, an acceptable medical
59. certificate to substantiate any absence due to sickness or
60. injury, excluding on the job injuries, regardless of
61. duration.

62. SECTION 8: In twenty-four (24) hour, seven (7) day a week
63. worksites, for the period beginning at 12:01 a.m. on the
64. Saturday prior to Thanksgiving and ending at midnight on the
65. Sunday following Thanksgiving and also, beginning at 12:01
66. a.m. the Saturday prior to Christmas and ending at midnight
67. the Sunday following New Years Day the following augmented
68. sick leave procedure will apply: The use of sick leave
69. during the above specified period will require the employee
70. to provide their immediate supervisor with an acceptable
71. medical certificate within seven (7) calendar days after
72. their return to work for any amount of sick leave used
73. during the above specified period.

74. SECTION 9. To assist the Agency in providing the employees
75. the opportunity to use their sick leave for non-emergency
76. medical, dental, or optical examination, employees should
77. keep their supervisors apprised of any scheduled
78. appointments.

79. SECTION 10. A Letter of Requirement may be issued to any
81. employee by the Employer where there is reason to suspect
82. the employee is abusing sick leave. Reasons include but are
83. not limited to a pattern of sick leave usage not verified by
84. acceptable medical certificates or excessive sick leave
85. usage with no knowledge by the Agency of any long term
86. medical condition which would necessitate such usage.

87. SECTION 11. A Letter of Requirement will be reviewed after
88. six (6) months from the date of issue. If the conditions of
89. the letter of requirement have been met, the letter will be
90. withdrawn; otherwise, the requirement may be extended for an
91. additional six (6) month period.

92. SECTION 12. Unearned sick leave may be requested in
93. accordance with applicable statutes and regulations.

ARTICLE XII
OTHER LEAVES AND ABSENCES

1. SECTION 1. Leave without pay (LWOP) may be granted in

2. accordance with applicable laws and regulations and work
3. load requirements. Such leave without pay shall not exceed
4. one year for each request.

5. SECTION 2. Employees accepting full-time positions as
6. Union representatives at the national or district level,
7. may be granted leave without pay for one (1) year and
8. consideration will be given for additional extensions.

9. SECTION 3. Officers and stewards of the Union may be
10. administratively excused to attend training sessions
11. sponsored by the Union, provided the subject matter of such
12. training is of mutual concern to the Employer and the
13. Union, and the Employer's interest will be served by the
14. Officer's/Steward's attendance. Such must be approved by
15. the Employer. Subject to the same criteria and
16. limitations, an employee who is a representative of the
17. Union with responsibilities under the Federal Wage System
18. (FWS) may also be excused for the purpose of attending a
19. training session sponsored by the Union concerning FWS
20. policies and operations.

21. SECTION 4. Employees who volunteer as blood donors(which
22. excludes donation for compensation, or for their own blood
23. bank) and actually donate blood, to the American Red Cross,
24. military hospitals or other local blood donation
25. facilities, that service the Fort Bragg area, or respond to
26. emergency calls for blood donations within the Fort Bragg
27. area, may be authorized up to four (4) hours excused
28. absence for the blood donation recovery. The four (4) hour
29. period is in addition to the time required to travel to and
30. from the blood center and to give blood. The excused
31. absence must be taken on the day the blood is donated. The
32. blood donor will submit a SF-71 requesting excused absence
33. for blood donation which includes in the remarks section
34. who the donation is made for. Supervisors can deny a
35. request based upon mission requirements. Following
36. donations the employee will furnish to their supervisor
37. documentation from the blood facility verifying the blood
38. donation and date.

39. SECTION 5. Brief absences from duty of less than an hour
40. and tardiness may be excused on an infrequent basis when
41. reasons appear adequate to the supervisor. An absence may
42. also be charged against any compensatory time the employee
43. may have to their credit, or with the employees' consent,
44. may be charged to annual leave, leave without pay. The
45. supervisor may charge the employee absence without leave.
46. An employee may not be required to work during a period
47. they are charged leave.

48. SECTION 6. Employees obtaining examinations required by
49. the agency shall be on administrative excused time. Any

50. employee receiving medical examination on the date of an
51. on-the-job injury shall be on administrative excused time.
52. Employees who seek a medical examination for a claimed
53. Occupational Illness or Disease are not entitled to excused
54. absence.

55. SECTION 7. Court leave is the authorized absence, without
56. charge to leave or loss of compensation, of an employee
57. from official duty for jury duty or for attending court in
58. a nonofficial capacity as a witness on behalf of the
59. Federal, State, or Local Government. Employees who are
60. attending court as a witness in their official capacity,
61. are on duty time. The court may be Federal, State, or
62. Municipal. An employee duly summoned for jury duty or for
63. other judicial proceedings in a nonofficial capacity as a
64. witness on behalf of a Federal, State, or Local Government
65. will be placed on court leave to comply with the order.
66. This provision does not apply to intermittent employees or
67. employees in a leave without pay status. The employee
68. shall furnish the Employer satisfactory evidence of the
69. service rendered the court. All jury fees received for
70. services for a period when the employee is granted court
71. leave must be turned in to the employing activity and the
72. employee will be paid in accordance with applicable
73. regulations. The employee may keep allowances for mileage
74. and subsistence if not paid by the employing activity.

75. SECTION 8. Administrative excused time may be granted
76. employees if they request it for the purpose of voting in
77. these elections or referendums, subject to the following:
78. (Note the polls in North Carolina are open from 6:30 a.m.
79. to 7:30 p.m. on election day).

80. a. Employees holding voting residence within a
81. forty (40) mile radius from the center of Fort Bragg
82. shall be granted excused time to vote which will
83. permit them to report for work within three (3) hours
84. after the polls open, or leave work within 3 hours
85. before polls close, whichever will cause the least
86. period of absence.

87. b. An employee residing more than forty (40)
88. miles from Fort Bragg (or living out of state) may
89. coordinate with his supervisor to obtain the time
90. necessary to exercise voting privileges.

91. c. Voting arrangements requiring excused leave
92. will be made with the employee's immediate supervisor
93. prior to election day to prevent undue interruption to
94. work operations.

95. SECTION 9. For employee's who vote in jurisdictions which
96. require registration in person, excused time to register
97. will be granted on the same basis as for voting, provided

98. registration cannot be accomplished on a non-workday.
99. SECTION 10. Any employee requesting time to go to the Union
100. or to speak to an Officer and/or Steward/ Representative
101. will complete a Standard Form (SF) 71, checking the other
102. block and indicating in the remarks section that they are
103. seeking assistance from and/or going to the Union. The
104. specifics of the issue/concerns need not be placed on the
105. SF-71. This will be completed prior to the employee
106. departing the work area to go to the Union or to speak to
107. the Officer and/or Steward/Representative.
108. SECTION 11. If an employee has been issued a citation by a
109. law enforcement official of the Employer on the premises of
110. Fort Bragg, and the employee believes the citation to be
111. unjustified or unwarranted, they may be granted a
112. reasonable amount of time, ordinarily not to exceed one
114. hour of excused absence without charge to leave or loss of
115. pay, to consult with appropriate officials of the
116. Employer regarding the matter.
117. SECTION 12. All leaves not specifically covered in this
118. agreement, which may fall under any existing or future law,
129. rule, or regulation, shall be administered in accordance
120. with the enacting authority.

ARTICLE XIII
EMPLOYEE SERVICES

1. SECTION 1. The Employer agrees to provide, wherever
2. possible, locker facilities for employees who are required
3. to change clothing in connection with official duties. When
4. an employee is provided tools and/or equipment by the
5. Employer for which they are personally accountable, the
6. Employer will provide storage facilities to secure those
7. items while the employee is not on duty. Such facilities
8. will also be provided to protect personal items for on-duty
9. employees in situations where the Employer determines it is
10. necessary to do so owing to internal security practices.
11. SECTION 2. The Employer agrees to furnish clean and
12. sanitary restroom facilities, with a reasonable amount of
13. privacy, for the use of all employees. The parties agree
14. the nature and location of individual duty assignments are
15. factors which affect the nature of restroom facilities
16. furnished.
17. SECTION 3. Provided it does not impact on assigned work,
18. employees may be granted reasonable time to wash their hands
19. immediately prior to eating the noon meal and, when
20. necessary, time to wash their person and change clothes
21. immediately prior to end of shift.
22. SECTION 4. The Employer agrees to provide parking

23. facilities for employees. It is further agreed that the
24. Employer will make efficient use of the existing parking
25. facilities and consult with the Union on parking policy,
26. parking utilization plans, and mass transportation problems,
27. so long as the Employer's retained rights under the statute
28. are not compromised.

29. SECTION 5. The Fort Bragg Child Development Centers are
30. available to employees at the customary cost, subject to
31. government regulations.

ARTICLE XIV OFFICIAL PERSONNEL FOLDERS

1. SECTION 1. Employees are encouraged to safeguard and
2. maintain the original documents provided to them as a result
3. of personnel actions affecting their employment, thereby
4. minimizing the need to request any additional copies.
5. Employees are encouraged to keep their personnel files up-
6. to-date and may request to review their Official Personnel
7. Folder.

8. SECTION 2. Upon request of the employee their Official
9. Personnel Folder will be made available to them, or to their
10. designated representative. The Official Personnel Folder
11. cannot be removed from the Civilian Personnel Office. A
12. reasonable amount of administrative excused time may be
13. granted for this purpose.

14. SECTION 3: When a bona fide need is demonstrated, an
15. employee may request and will be provided a copy of
16. documents maintained in their Official Personnel Folder,
17. within a reasonable period of time, provided such
18. documents may be reproduced in accordance with governing
19. directives.

20. SECTION 4. Derogatory material of any nature which might
21. reflect adversely upon the employee's character or career,
22. will not be placed in the Official Personnel Folder without
23. their prior knowledge.

24. SECTION 5. Letters of reprimand will be removed from the
25. Official Personnel Folder upon expiration of the time limits
26. specified in the action or when removal is otherwise
27. directed by appropriate authority.

ARTICLE XV PERFORMANCE APPRAISAL

1. Performance Appraisals are governed by a separate
2. negotiated plan.

ARTICLE XVI ALCOHOL AND DRUG ABUSE PREVENTION

1. SECTION 1: Employees should familiarize themselves with
2. the Fort Bragg negotiated Alcohol and/or Drug
3. Consumption Policy.

4. SECTION 2. The Alcohol and Drug Addiction Prevention
5. and Control Program (ADAPCP) provides procedures by
6. which an employee with alcohol or other drug related
7. problems is offered rehabilitation assistance.
8. Initiation of adverse actions for absenteeism,
9. misconduct and marginal or unsatisfactory job
10. performance related to alcohol or other drug abuse may
11. be postponed for 90 consecutive days only for employees
12. who are enrolled and satisfactorily progressing in an
13. approved alcohol/drug program unless retention in a
14. duty status might result in damage or loss of
15. Government property or funds, personal injury to the
16. employee or others, or adversely affect national
17. security. Once an adverse action has been initiated
18. against an employee who previously refused
19. rehabilitation assistance, the proposed adverse action
20. need not be delayed as a result of the employee's
21. subsequent request for rehabilitation.

22. SECTION 3. When a supervisor, through daily job
23. contact, observes that an employee is experiencing
24. difficulties in maintaining their job performance and
25. believes that such difficulties are related to alcohol and
26. drug abuse, the supervisor should notify Alcohol & Drug
27. Abuse Prevention and Control Program (ADAPCP) and arrange
28. for the employee to be offered confidential assistance and
29. services in accordance with appropriate regulation. The
30. employee involved may also contact the ADAPCP on a direct
31. referral basis.

ARTICLE XVII
ADVERSE WEATHER CONDITIONS

1. SECTION 1. This Article only applies to adverse weather
2. situations where all or part of the activities at the
3. Agency (to include tenant activities) may be suspended by
4. management due to adverse weather conditions or work
5. conditions altered due to extreme heat or cold weather.
6. Managers and supervisors will be informed of the
7. implementation of this condition through command channels.
8. Once the Commander has made the decision to release
9. employees no person in the command will delay implementing
10. release of

11. Adverse Weather Emergency Employees, [who may be referred
12. to by the Office of Personnel Management (OPM) and/or other
13. Government Agencies/Activities by other terms], are those
14. employees who perform essential duties which insure the

15. continually of vital medical functions, public and Agency
16. safety functions, national defense functions or other
17. critical operations/functions that are required to continue
18. regardless of weather conditions.

19. Adverse Weather Emergency Employees include but is not
20. necessarily limited to the following: all medical
21. professionals, Licensed Practical Nurses, emergency medical
22. and/or ambulance personnel, and/or ancillary employees
23. required to maintain the operation of the medical center,
24. all employees required to provide services to insure the
25. safety of the Agency's personnel and on post dependents
26. such as heat/chiller plant, water plant, sewer plant
27. operations, roads and grounds and electrical distribution,
28. essential communications, on post fire protection personnel
29. and national security personnel. Adverse Weather Emergency
30. Employees may be required to work at different work sites
31. during adverse weather operations. Employees who have been
32. determined as Adverse Weather Emergency Employees will be
33. notified in writing. Employees will be required to provide
34. written directions to their residence along with a strip
35. map which includes the street address (post offices box
36. addresses are unacceptable) and telephone number. Adverse
37. Weather Emergency Employees will be required to keep the
38. strip map, address and telephone number current. Adverse
39. Weather Emergency Employees will be required to report to
40. or remain at work during adverse weather conditions.
41. Employees will acknowledge by signing receipt of the
42. notification of this requirement and will have seven (7)
43. calendar days to provide the required information to their
44. supervisor.

45. SECTION 2. In the event the Employer determines that it is
46. necessary to close all or part of the Installation or
47. release non-adverse weather emergency employees from duty
48. for reasons of adverse weather conditions, the following
49. will apply:

50. Release from duty will not result in a loss of pay or
51. charge to leave, except for employees not in a duty status
52. during the time a release announcement is made, employees
53. who are paid on an hourly, daily or piecework basis with
54. temporary appointment of 90 days or less or who have been
55. employed for a continuous period of less than 90 days under
56. one or more appointments without a break in service.

57. **CONDITION 1. Adverse Weather Conditions Developing**
58. **During Duty Hours:** When due to adverse weather
59. conditions, the Employer determines the conditions of
60. streets and highways in the Fort Bragg area, including
61. outlying areas, are or will probably be hazardous, and
62. cause driving dangers, eligible employees, other than
63. those determined adverse weather emergency employees,

64. will be released from duty.

65. **CONDITION 2. Adverse Weather Conditions Developing**
66. **During Non-Duty Hours Causing the Closing of Activities**
67. **at Fort Bragg for All or Part of a Day:** When the
68. Employer determines that it is necessary to close
69. activities at Fort Bragg because of hazardous driving
70. conditions, an appropriate announcement will be made
71. through the media advising the employees of the
72. Employer's determination.

73. Adverse weather emergency employees who cannot report
74. because of driving conditions, will make every attempt
75. to contact their supervisor or other management
76. official so that Agency transportation may be dispatched
77. When Agency transportation is provided, or offered and
78. refused by the employee, the employee will be in an Absent
79. Without Official Leave status and administrative excused
80. time can not be granted and appropriate disciplinary action
81. will be considered. Adverse weather emergency personnel
82. who did not make contact as required will be required to
83. submit proof of telephone outage, within fifteen (15)
84. calendar days of return to duty, to avoid being placed in
85. an Absent Without Official Leave status and consideration
86. of disciplinary action. Further, employees who provide
87. proof of telephone outage will be allowed to sign for
88. Annual Leave if they wish to be paid for the time of
89. post closure.

90. **CONDITION 3. Conditions of Extreme Heat Developing**
91. **During Duty Hours:** During periods of extreme heat
92. which could possibly affect the health of employees,
93. the Employer will be especially attentive to the
94. physical condition of employees. The follow actions
95. will be taken during these conditions:

96. (1) The Employer will determine and announce through
97. channels heat index warnings. Category III and IV
98. heat index warnings will be immediately acted upon by
99. the Employer by issuing the warning and directing
100. appropriate relief for employees.

101. (2) Heat index warnings will be as follows:

102. (a) Category III-----Work as usual, but with
103. caution.

104. (b) Category IV-----Outside work - only essential
105. outdoor work should be performed. The Employer will
106. provide employees engaged in essential outdoor work
107. necessary rest periods to prevent heat related
108. injuries. Under this category, necessary rest periods
109. will be given each hour. Employees who normally

110. perform outside work but whose duties do not fall in
111. the essential outside work category will be assigned to
112. other work for the remainder of the time Category IV is
113. in effect.

114. Inside Work - The Employer will provide appropriate
115. relief to employees who are working indoors in poorly
116. ventilated and uninsulated tin roof warehouses and
117. other such structures, where inside temperatures may
118. rise 10 to 15F degrees above outside temperatures.
119. Appropriate relief will be given to employees, as the
120. situation merits on an individual need basis to include
121. temporary relocation to an area where the condition
122. does not exist, or by granting of annual leave. Under
123. this category, necessary rest periods will be given
124. each hour.

125. Heat conditions are determined by Wet Bulb Globe
126. Temperature (WBGT) test which is conducted by the
127. Environmental Health Section, Womack Army Medical
128. Center and the 82nd Airborne Division's Preventative
129. Medicine Section.

130. **CONDITION 4 Cold Weather Working Conditions.** During
131. periods of cold weather, employees whose duties require
132. outside activity will be given relief from the cold
133. under the following conditions:

134. a. When the wind chill index is forecast, or actually
135. reaches the very cold level, the employer will allow
136. employees wide latitude in working periods. Individual
137. needs will be considered in allowing employees access
138. to warm areas for relief from the cold.

139. b. When the wind chill index reaches the bitter cold
140. level, outside activities will be curtailed, except for
141. emergencies. Employees will be allowed sufficient rest
142. periods to prevent frostbite or injury. Work, such as
143. maintenance of tools and equipment, which can be
144. performed indoors will be carried on during period(s)
145. of bitter cold.

146. c. When the wind chill reaches the extreme cold level,
147. all outside activities, except emergencies, will be
148. halted and employees who cannot be gainfully employed
149. at other duties will be released on administrative
150. excused time.

151. d. During periods of cold weather, employees who work
152. in improperly heated buildings will be permitted access
153. to warm areas with sufficient frequency to prevent
154. suffering from the cold. This will, of necessity, be
155. on an individual need basis as individuals react

156. differently to cold temperatures. See dry bulb chart
157. on next page.

158. SECTION 3. Group dismissal of employees, under conditions
159. three (3) and four (4) will be made only when working
160. conditions are considered intolerable and endanger the
161. health of all members of the group and they cannot be
162. assigned to other work where these conditions do not exist.
163. Only the XVIII Airborne Corps Commander has the Authority
164. to grant group dismissals.

165. SECTION 4. When circumstances require employees to work in
166. temperatures in excess of 95F degrees, or 35F degrees and
167. below, the Employer will take whatever action is
168. appropriate under the provisions of this Article to arrange
169. better working conditions for employees.(For example
170. provide fans for extreme heat or additional heaters for
171. extreme cold or move to another work location) These
172. provisions will not apply in work areas which habitually
173. involve exposure to extreme temperatures and for which
174. protective clothing, equipment, or other devices are
175. provided by the Employer.

176. SECTION 5. The Employer will make reasonable efforts to
177. notify the Union of condition(s) necessitating closing all
178. or part of the activity or release of employees, as soon as
179. practicable after a decision is reached.

180. SECTION 6. All other emergency situations (other than
181. adverse weather) will be accomplished in accordance with
182. law, rule(s) and/or regulations.

ARTICLE XVIII ENVIRONMENTAL DIFFERENTIAL PAY PLAN

1. SECTION 1. The objective at Fort Bragg is (**to**
2. **eliminate**) or reduce to the lowest possible level all
3. hazards and physical hardships. All parties have a
4. responsibility to report perceived hazardous conditions
5. which, may contribute to or cause a hazard or physical
6. hardship to employees. When Agency action does not
7. overcome the hazard or physical hardship, and
8. environmental differential is warranted, the employee
9. will be paid.

10. SECTION 2. The existence of environmental differential
11. pay is not intended to condone work practices which
12. circumvent Federal safety laws, rules or regulations.
13. Where environmental differential pay has been mitigated
14. by adequate safeguards which may include protective
15. clothing and/or devices, failure to utilize such safe
16. guards, clothing, and/or devices will not justify
17. payment of environmental differential pay.

18. SECTION 3. The Employer will post a listing of
19. approved environmental differential categories on
20. bulletin boards in each activity where hazards or
21. physical hardships warrant payment of environmental
22. differential pay.

23. SECTION 4. Environmental Differential Pay will be
24. awarded for exposure to airborne concentration of asbestos
25. where such concentration exceeds the current Occupational
26. Safety and Health Administration (OSHA) exposure limit.

**ARTICLE XIX
WITHIN-GRADE INCREASES**

1. SECTION 1. Within Grade Increases (WIGI) will be processed
2. in accordance with law, rules and regulations.

**ARTICLE XX
TRAINING AND EMPLOYEE UTILIZATION**

1. SECTION 1. The Employer and Union agree that the training
2. and development of employees is mutually beneficial. The
3. Union may make recommendations to the Employer relative to
4. training of employees. The Employer will consider
5. recommendations and implement any approved recommendations
6. within the limits of available resources. The parties agree
7. to meet at the request of either party for the purpose of
8. exchanging information concerning the overall training
9. program of bargaining unit employees.

10. SECTION 2. The parties agree to stress to the employees the
11. need for self-development and training to increase
12. efficiency and improve potential for advancement.

13. SECTION 3. All employees who are required to travel on non
14. -duty time for training will be paid in accordance with
15. existing policy and governing regulations.

16. SECTION 4. Should an employee become ill or injured to the
17. extent that they cannot continue in their present position,
18. and medical authority has determined that they are capable
19. of continued employment, the Employer agrees:

20. a. The employee shall receive priority consideration
21. for any vacant position in the Unit for which they are
22. qualified at their current grade level.

23. b. Within the resources of the Employer, a special
24. retraining program of a nature and duration to be
25. determined by the Employer may be established for the
26. employee to assist him in performing duties of a

27. position at or below his present grade level in the
28. unit for which is physically and mentally capable.
29. Exclusive of the retraining required in order to meet
30. the basic Office of Personnel Management qualification
31. requirements, the employee must meet the balance of
32. those requirements prior to entering retraining.

33. c. The Employer agrees to adhere to the requirements
34. of the Rehabilitation Act and the Americans with
35. Disabilities Act (ADA).

36. SECTION 5. When a Unit employee becomes obligated to
37. continue in the service as a result of Employer-provided
38. training in a non-Government facility, the continuing
39. service obligation will be the period specified in
40. appropriate regulation. Service in a non-pay status will
41. normally count toward completion of an employee's service
42. obligation, as will periods in a paid leave status.

42. SECTION 6. In order to avoid unnecessary disruption of
43. employees due to changing technology resulting in
44. establishment of new jobs, the Employer will strive to
45. utilize the skills and abilities of employees subject to
46. displacement by providing training designed to permit
47. orderly transition to such jobs provided cost of such
48. training is not prohibitive, and if the employee has the
49. necessary aptitude as determined by the Employer. In any
50. event, when new positions requiring new techniques or
51. abilities are initially established, the current Fort Bragg
52. Recruitment and Placement Plan and Application Procedures
53. will be followed in filling the positions.

54. SECTION 7. If an employee is required to perform training
55. duties as an exception to his normal position requirements,
56. such activity will be appropriately documented, upon request
57. of the employee.

58. SECTION 8. Statistical information available in the
59. Civilian Personnel Office, applicable to instances of
60. training for bargaining unit employees, will be provided to
61. the Union if requested.

ARTICLE XXI PLACEMENT PLAN

1. SECTION 1. The provisions of the current negotiated Fort
2. Bragg Recruitment and Placement application procedures will
3. be followed with regard to placement of bargaining unit
4. employees in bargaining unit positions.

ARTICLE XXII DETAILS AND TEMPORARY PROMOTIONS

1. SECTION 1. The provisions of this Agreement, and the

2. current negotiated Fort Bragg Recruitment and Placement Plan
3. and Application Procedures, as well as applicable rules and
4. regulations will be followed with regard to placement of
5. bargaining unit employees in unit positions by detail or
6. temporary promotions. All details will be conducted in
7. accordance with all governing laws, rules, and regulations.
8. SECTION 2. A detail is a temporary assignment of an
9. employee to a different position or set of duties for a
10. specified period, with the employee returning to his regular
11. duties at the end of the detail.
12. SECTION 3. An employee detailed to an unclassified position
13. will be provided a statement of duties to be performed. An
14. employee detailed to a classified position will be provided
15. access to the job description to which detailed or statement
16. of duties to be performed. In either case the employee will
17. be advised as to the duration of the detail.
18. SECTION 4. All details in excess of thirty (30) days to a
19. higher graded position or to a position with more promotion
20. potential shall be in writing and documented in the
21. employee's Official Personnel Folder.
22. SECTION 5. The Employer will notify the Union of any major
23. reorganization which could result in multiple details in
24. excess of thirty (30) days. Notification will be furnished
25. prior to the effective date of the details.
26. SECTION 6. TEMPORARY PROMOTIONS. When an employee is fully
27. qualified for promotion and is assigned to perform the
28. duties of an established bargaining unit position of a
29. higher grade for more than 60 consecutive calendar days, a
30. temporary promotion will be made in accordance with
31. applicable rules and regulations. Temporary promotions for
32. 120 consecutive calendar days or less may be made as
33. exceptions to competitive merit promotion procedures;
34. however, competitive procedures must be used for any
35. temporary promotion in excess of 120 consecutive calendar
36. days.

**ARTICLE XXIII
REDUCTION-IN-FORCE**

1. SECTION 1. All reductions-in-force will be carried out in
2. compliance with applicable laws, rules, regulations, this
3. Article, and negotiated reduction-in-force procedures.
4. SECTION 2. A reduction-in-force (RIF) occurs when an
5. employee is released from his competitive level by
6. separation, demotion, furlough for more than 30 days, or
7. reassignment requiring displacement, when the release is
8. required because of lack of work, shortage of funds,
9. reorganization, reclassification due to change in duties or

10. the exercise of reemployment or restoration rights.
11. SECTION 3. If an employee receives a reduction-in-force
12. notice, they and/or their designated Union Representative
13. may review the retention register for their competitive
14. level and the retention register(s) for any other
15. competitive level(s) involved in the displacement action.
16. The employee and/or their representative may also review the
17. retention registers for competitive levels into which the
18. employees believe they may bump or retreat. Relevant
19. records will be made available at the Civilian Personnel
20. Office.
21. SECTION 4. The Civilian Personnel Office will notify the
22. Union of a reduction-in-force (RIF) involving bargaining
23. unit employees prior to notifying the affected employees.
24. Such notification will include the reason(s) for the RIF;
25. the estimated number of bargaining unit employees involved;
26. and the anticipated effective date. In furtherance of the
27. parties' mutual goal to minimize the negative impact of RIF
28. on employees, necessary reductions-in-force will be
29. administered in keeping with applicable provisions of the
30. "Impact and Implementation - RIF" procedures previously
31. negotiated by the parties as representing appropriate
32. arrangements for employees adversely affected by RIF. These
33. RIF provisions may be altered or updated at the Union's
34. request at the time of notification mentioned above. While
35. a reduction-in-force is in progress, the Union President or
36. his designee may inquire periodically concerning the status
37. of events and may receive relevant available information
38. applicable to involved unit employees.

**ARTICLE XXIV
POSITION MANAGEMENT AND CLASSIFICATION**

1. SECTION 1. Relevant position classification standards and
2. job grading standards will be applied in making
3. classification decisions.
4. SECTION 2. Any employee who believes that their position is
5. improperly classified should first consult with their
6. supervisor for information and guidance as to the basis for
7. the classification of their position. However, an employee
8. need not discuss the matter with their supervisor prior to
9. filing an appeal.
10. SECTION 3. Job descriptions will be written based upon the
11. duties and responsibilities assigned to positions. All
12. positions within the same organizational element with
13. identical major duties will be covered by the same job
14. description. The job description will conform to the
15. standards as prescribed by the U.S. Office of Personnel
16. Management.

17. SECTION 4. Copies of job descriptions will be made
18. available through channels to the employees.
19. SECTION 5. All job descriptions will show exempt or non-
20. exempt status and be certified in accordance with current
21. regulations.
22. SECTION 6. The clause found in job descriptions "performs
23. other duties as assigned" shall normally be construed to
24. mean the employee may be assigned to duties pertaining to
25. their position. The Employer recognizes that job
26. assignments should be commensurate with job descriptions.
27. The Union recognizes that at times the Employer must deviate
28. from this policy. When such deviation is necessary, the
29. Employer will strive to assign employees whose normal duties
30. and pay level are most nearly associated with those of the
31. temporary assignment. In all cases, such assignments will
32. be kept to a minimum, and an attempt will be made to meet
33. these needs on a volunteer basis. The Employer further
34. agrees to take into consideration when making such
35. assignments, the employee's ability to perform the task and
36. any physical and/or medical restrictions.

**ARTICLE XXV
OCCUPATIONAL HEALTH AND SAFETY**

1. SECTION 1. The Employer will provide and maintain safe and
2. healthful working conditions for all employees, in
3. accordance with applicable standards and regulations. The
4. Union will cooperate in this effort by promoting good safety
5. practices and encouraging employees to work in a safe
6. manner, to avoid on-the-job accidents and injuries.
7. SECTION 2. Concern(s) over occupational health and safety
8. should first be brought to the attention of the immediate
9. supervisor. The Employer will determine what action, if any
10. can be taken to temporarily alleviate the concern(s) and
11. report the concern(s) to the safety officer.
12. SECTION 3. An employee will have the right to appropriate
13. relief from an assigned task because of a reasonable belief
14. that, under the circumstances the task poses an imminent
15. risk of death or serious bodily harm coupled with a
16. reasonable belief that there is insufficient time to seek
17. effective redress through normal hazard reporting and
18. abatement procedures.
19. SECTION 4. The Union will be informed of scheduled safety
20. and health inspections in activities where bargaining unit
21. employees work. A Union representative will be permitted to
22. accompany agency safety and/or health inspectors during
23. their inspections of worksites of bargaining unit employees
24. unless security considerations prevent such attendance. In
25. the event of unannounced safety and/or health inspection(s),

26. the Union will be notified as soon as possible and may
27. designate a representative to accompany the agency safety
28. and/or health inspector. Absence of a Union representative
29. will not delay an inspection. A copy of any written report
30. concerning such inspections prepared by the agency safety
31. and/or health inspector will be provided to the Union.

32. SECTION 5. Employee(s) will comply with occupational safety
33. and health standards and all rules, regulations and orders
34. issued pursuant to the Army safety program which are
35. applicable to his own actions and conduct. The Employer
36. agrees to provide all Employer-required personal protective
37. shoes, clothing, equipment and/or devices, in accordance
38. with governing directives, will clearly mark, when
39. practical, areas requiring the use thereof. Employees are
40. required to promptly report any ill-fitting personal
41. protective shoes, clothing, equipment, and/or devices.

**ARTICLE XXVI
EQUAL EMPLOYMENT OPPORTUNITY**

1. SECTION 1. The Employer and the Union recognize the
2. importance of providing equal opportunity in employment for
3. all persons; and the requirement to prohibit discrimination
4. because of race, color, religion, sex, marital status,
5. national origin, age, or handicapping condition.

6. SECTION 2. The Employer will administer the Fort Bragg EEO
7. program and the parties will jointly support a policy
8. statement which reflects the Commander's commitment to EEO
9. goals.

**ARTICLE XXVII
CONTRACTING OUT**

1. SECTION 1. The Employer agrees to exercise its rights to
2. make determinations with respect to awarding contracts for
3. the performance of Bargaining Unit work in accordance with
4. governing law, rule and regulation.

5. SECTION 2. Personnel actions involving employees directly
6. affected by contracting out actions will be taken in
7. accordance with Reduction-In-Force (RIF) or other
8. appropriate procedures. In instances where employees are
9. separated under RIF procedures, the Employer will address to
10. the Contractor any complaints by affected employees of
11. failure to receive Right of First Refusal.

**ARTICLE XXVIII
EMPLOYEE-MANAGEMENT AND UNION COMMUNICATIONS**

1. SECTION 1. Effective communication between management and

2. the individual employee is essential to the efficient
3. accomplishment of the mission. Therefore, the Employer
4. agrees that group meetings will be held periodically with
5. available employees in the Unit at which time such topics as
6. safety, training, promotion announcements and opportunities,
7. workload, group performance, management studies, and other
8. information pertinent to the mission shall be discussed,
9. consistent with security requirements. These meetings are
10. intended to be informal in nature; however, should they
11. develop into a formal discussion the meeting will be stopped
12. and the Union will be afforded statutory rights to attend
13. the meeting.

14. SECTION 2. The Employer will furnish, upon specific request
15. from the Union, a copy of any written record or report
16. covered by such request pertaining to personnel policies,
17. practices and working conditions of the employees in the
18. Bargaining Unit, subject to the provisions of laws and
19. regulations with respect to release of information. In the
20. event a request for information under this section is not
21. understood by the Employer, the Union will be offered an
22. opportunity to explain the nature of the request.

23. SECTION 3. The Union and/or the Employer may keep such
24. records of meetings between the two parties as either deems
25. necessary unless the parties mutually agree in advance that
26. a formal record of the meetings is necessary. If a formal
27. record is kept, it will include dates, names of attendees,
28. subjects discussed and a summary of the discussions and
29. decisions reached, if any. A copy will be provided to both
30. parties.

31. SECTION 4. In the event that an Unfair Labor Practice (ULP)
32. (5 U.S.C. 7116) is perceived to have occurred, the charging
33. party will normally forward the information appropriate to
34. the FLRA ULP Form to the charged party, together with
35. sufficient facts to allow understanding of the alleged
36. violation. The charged party will have 30 calendar days to
37. resolve the issue at an informal level, providing 30
38. calendar days would not cause the ULP to be untimely.

39. SECTION 5. During the course of investigations/meetings,
40. where the employees request and have a right to
41. representation, the Union will provide a representative as
42. soon as practical but no later than close of business the
43. following work day.

ARTICLE XXVIII PAYROLL DEDUCTION OF UNION DUES

1. SECTION 1. The Employer shall deduct Union dues from the
2. pay of all eligible employees who voluntarily authorize such
3. deduction.

4. SECTION 2. An employee may authorize an allotment from
5. their pay to cover Union dues provided they are a member of
6. the Union in good standing or have signed up for membership
7. in the Union; subject to payment of their first month's dues
8. through voluntary allotment, and their net salary after
9. other legal and required deductions is regularly sufficient
10. to cover the amount of the authorized allotment.

11. SECTION 3. The Union agrees to:

12. a. Purchase the standard allotment forms (Standard
13. Form 1187).

14. b. Distribute the allotment forms to Unit employees
15. desiring membership.

16. c. Certify as to the amount of Union dues.

17. d. Deliver completed allotment forms to the Civilian
18. Personnel Office.

19. e. Inform Union members of the program for allotments
20. for payment of Union dues, its voluntary nature, and
21. the uses and availability of the required forms.

22. f. Promptly notify the Agency when a Union member is
23. expelled, suspended, or for any reason ceases to be a
24. member in good standing.

25. g. Inform Union members fully of the conditions
26. governing revocation of allotments.

27. h. Cooperate with the Employer in resolving any claims
28. and disputes arising from the Employer acting
29. hereunder, to include repayment of erroneously
30. collected dues. The latter situations will be
31. processed in accordance with applicable law, regulation
32. and decisions of appropriate authorities.

33. SECTION 4. The Employer agrees to:

34. a. Promptly notify the Union of the revocation of an
35. allotment for Union dues by an eligible employee.

36. b. Maintain revocation of allotment forms (Standard
37. Form 1188) and furnish revocation forms to employees
38. requesting them. A written request for revocation of
39. an allotment, which is otherwise in order and signed by
40. the employee, will be accepted and acted upon even
41. though not submitted on the Standard Form 1188.

42. SECTION 5. Eligible employees:

43. a. May obtain SF 1187 for payment of Union dues from

44. the Union.

45. b. May initiate voluntary allotments at any time to
46. become effective at the start of the first pay period
47. beginning after the completed SF 1187 has been
48. received.

49. c. May obtain SF 1188 for revocation of Union dues
50. from their organization's personnel coordinator or the
51. Civilian Personnel Office.

52. d. May not revoke their dues withholding authorization
53. within the first year of such an authorization. Having
54. satisfied the above requirement, an employee may revoke
55. their dues authorization in one of the following ways
56. (as appropriate):

57. (1) **First Anniversary** - an employee may revoke
58. their dues withholding authorization effective the
59. first pay period on or after such anniversary date
60. (this applies to **first** anniversary only); or

61. (2) **First Pay Period in September** - an employee
62. may revoke their dues withholding authorization
63. effective the first pay period in September of
64. each year.

65. In either case, the Civilian Personnel Office will not
66. accept dues withholding authorization revocation except
67. during the 30-day period immediately preceding an
68. appropriate effective date.

69. e. Have responsibility to see that their written
70. revocation is received in the Civilian Personnel Office
71. on a timely basis.

72. SECTION 6. If the amount of the regular dues is changed,
73. the Union will certify such change in writing to the
74. Civilian Personnel Office. Civilian Personnel will
75. withhold the newly certified amount of the dues beginning
76. with the first complete pay period after receipt of the
77. certification.

78. SECTION 7. An allotment will be terminated at the end of
79. the pay period during which an employee is separated by
80. retirement, transfer, resignation, death or other causes,
81. or when the employee is reassigned or promoted to a non-
82. bargaining unit position.

83. SECTION 8. Allotments will be automatically terminated in
84. the event that exclusive recognition is no longer accorded
85. to the Union or when this Agreement providing for dues
86. withholding is suspended or terminated by an appropriate

87. authority outside the Department of Defense.
88. SECTION 9. If a summary, in duplicate, which lists each
89. member of the Union who has authorized a voluntary
90. allotment and the net amount remitted to the Union, for
91. each member, is not received within fifteen (15) calendar
92. days after the end of each bi-weekly pay period, the Union
93. will seek assistance from the Civilian Personnel Office in
94. obtaining such documentation. If a check(s) covering the
95. net amount is not received by the Union, within fifteen
96. (15) calendar days after the end of each bi-weekly pay
97. period, the Union will seek assistance from the Civilian
98. Personnel Office in obtaining such documentation.
99. SECTION 10. When the re-negotiation of this Agreement is
100. pending or in process, and the parties are unable to
101. complete such re-negotiation by the termination date of the
102. Agreement resulting from third-party proceedings (i.e.,
103. negotiability dispute or impasse, or a question of
104. representation involving employees) payroll dues
105. withholding shall be continued until resolution is
106. effected.

ARTICLE XXX
DISCIPLINARY ACTIONS

1. SECTION 1. Primary emphasis will be placed on preventing
2. situations requiring disciplinary actions through effective
3. employee-management relations.
4. SECTION 2. Prior to issuing a formal disciplinary
5. action to an affected employee, an inquiry will be made
6. by the Employer to document the facts and determine whether
7. or not to proceed with the action. An employee who, during
8. questioning or examination in connection with an
9. investigation, reasonably believes that the investigation
10. may result in disciplinary action, has the right to a Union
11. representative, provided the employee makes such a request.
12. If the employee elects to be represented, further
13. questioning of the employee, if any, will be done in the
14. presence of the representative.
15. SECTION 3. A copy of the reasons for proposing and/or
16. effecting a disciplinary action against an employee will be
17. furnished to the employee.
18. SECTION 4. In those instances where disciplinary action is
19. necessary, the requesting/proposing official should
20. normally submit their request to the Civilian Personnel
21. Office within thirty (30) calendar days from the date that
22. the agency obtains all information relied upon to take the
23. action. In cases where the action request is not made
24. within the 30 days, the requesting/proposing official will
25. provide an explanation for any delay. Nothing in this

26. section is intended to interfere with management's right to
27. discipline employees.

28. SECTION 5. The procedure for taking an informal
29. disciplinary action and reprimands is for the Employer to
30. advise the employee in writing of the infraction or breach
31. of conduct, and where and when it occurred. The employee
32. will be advised that continued violations may result in
33. further disciplinary action. All informal disciplinary
34. actions and reprimands will have a life period of three (3)
35. years or less after which they will be expunged from files
36. unless the disciplinary action has been relied on in a
37. subsequent disciplinary action.

38. SECTION 6. The procedure for taking a formal disciplinary
39. action other than reprimands is for the Employer to issue a
40. notice of proposed disciplinary action which will advise
41. the employee of the infraction or breach of conduct and
42. when and where it occurred as well as any other legal or
43. regulatory requirements.

44. SECTION 7. An employee may stop a government vehicle
45. along a direct, unrestricted route to their next worksite
46. to take a scheduled break or lunch when approved by
47. appropriate supervisory authority. This will not
48. constitute willful misuse of a government vehicle nor be
49. used as basis for disciplinary action.

ARTICLE XXXI GRIEVANCE PROCEDURE

1. SECTION 1. The purpose of this Article is to provide a
2. mutually acceptable method of prompt and equitable
3. settlement of grievances.

4. SECTION 2. A grievance means any complaint (a) by an
5. employee concerning any matter relating to the employment
6. of the employee; (b) by the Union concerning any matter
7. relating to the employment of any employee; or, (c) by an
8. employee, the Union or the Employer concerning:

9. (1) The effect of interpretation or a claim of breach,
10. of a collective bargaining agreement; and/or

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

14. SECTION 3. The following matters may not be raised under
15. this procedure:

16. (a) Any claimed violation relating to prohibited

17. political activities.
18. (b) Actions concerning any employee benefit over which
19. this bargaining agency has no authority.
20. (c) A suspension or removal accomplished in the
21. interest of National Security.
22. (d) Grievances concerning any examination,
23. certification or appointment.
24. (e) Grievances concerning the classification of any
25. position which does not result in the reduction in
26. grade or pay of an employee.
27. (f) Any matter that has been raised in whole as an
28. Unfair Labor Practice (ULP).
29. (g) Any matter that has been raised in part as an
30. Unfair Labor Practice (ULP) by the grieving employee.
31. (h) Any action appealable to the Merit System
32. Protection Board (MSPB).
33. (i) Any action that can be raised through the Equal
34. Employment Opportunity (EEO) law and/or regulations.
35. (j) Any appeals to the Comptroller General.
36. (k) Any Prohibited Personnel Practice or issues that
37. have been raised to the Office of Special Counsel
38. (OSC).
39. SECTION 4. This procedure shall be the exclusive procedure
40. available to the Union, Employer, and bargaining unit
41. employees for resolving grievances which fall within its
42. coverage. Any employee or group of employees may present
43. their grievances to the Agency and have them adjusted
44. without the intervention of the Union, as long as the Union
45. is informed of the grievance and is given an opportunity to
46. be present at the grievance proceedings. An employee
47. utilizing this procedure will represent himself or be
48. represented by the Union.
49. SECTION 5. Allegations of non-grievability or non-
50. arbitrability of a grievance will normally be raised by the
51. time a Step 3 decision is rendered. In the event either
52. party should declare a grievance non-grievable or non-
53. arbitrable, the original grievance shall be considered
54. amended to include this issue. All disputes of
55. grievability and arbitrability shall be referred to
56. arbitration as a threshold issue in the related grievance.
57. If the arbitrator decides the issue is
58. grievable/arbitrable, the merits of the issue will then be

59. decided by the arbitrator. Conversely, if the arbitrator
60. decides the issue is not grievable/arbitrable, the case
61. will be considered closed and the arbitrator will not go
62. into the merits.

63. SECTION 6. Should two or more employees have identical
64. grievances, the grievances will be combined and processed
65. as one grievance. The decision on the combined grievance
66. will be binding on the other grievances.

67. SECTION 7. Should a grievance hearing official decide that
68. consideration of a grievance requires an initial written
69. interpretation of policies, regulations or law of any
70. appropriate authority, the following procedure shall apply:

71. a. Processing beyond Step 1 of the grievance procedure
72. will be delayed until the Employer has requested and
73. obtained a written interpretation from the proponent.

74. b. The interpretation obtained shall be included among
75. the items which are reviewed by the arbitrator, in the
76. event the grievance is submitted to arbitration.

77. SECTION 8. An aggrieved employee, if otherwise in a duty
78. status, shall be granted a reasonable amount of official
79. duty time to prepare their grievance. The employee will
80. also be granted the official time required to attend
81. grievance presentation meetings scheduled under this
82. Article. During working hours, the employee is required to
83. obtain permission from his supervisor prior to leaving the
84. worksite. Normally, this permission will be granted for
85. the purpose stated in this Section, unless workload or
86. other compelling circumstances necessitate temporary
87. denial. Upon denial, the employee will be given another
88. time and date they can leave the worksite for a period of
89. time agreed upon by the Employer and employee.

90. SECTION 9. The following procedures will apply in
91. processing all grievances covered by this Article. Any
92. grievance not presented within thirty (30) calendar days of
93. the date of the occurrence shall not be presented or
94. considered at a later date unless the Union or employee can
95. demonstrate that they were not aware of the grievable
96. issue.

INFORMAL RESOLUTION PROCESS

97. The aggrieved employee and/or steward will notify the
98. immediate supervisor (or designee) of their intent to
99. initiate the Informal Resolution Process. The supervisor
100. (or designee) will schedule a meeting date within seven (7)
101. calendar days. The aggrieved employee and/or steward will
102. present the issue orally to the immediate supervisor (or

103. designee) and the parties will discuss the issue. A
104. decision will be rendered to the employee orally or in
105. writing within seven (7) calendar days after conclusion of
106. the meeting. Employee grievances resulting from formal
107. disciplinary action other than a reprimand (which will
108. start at the informal resolution process) or a matter that
109. is outside the scope of the supervisor's authority, e.g.
110. actions taken by the Civilian Personnel Office, will omit
111. this step; such grievances will be initiated at the Step 2
112. level.

FORMAL GRIEVANCE PROCESS

113. a. Step 1 - If no satisfactory solution is reached as
114. a result of the informal proceedings, and the grievant
115. chooses to pursue the matter further, the grievant must
116. submit two (2) copies of the grievance in writing to
117. the Fort Bragg Civilian Personnel Office addressed to
118. the second level supervisor within seven (7) calendar
119. days after knowledge of the informal decision or if no
120. decision is received within fifteen (15) calendar days
121. after the date of the meeting. The written grievance
122. must identify the employee by name, title, grade and
123. organizational unit and must state the specific nature
124. of the grievance, the Article(s) and Section(s) of this
125. Agreement in dispute, the remedial action sought, and
126. the name of the designated representative, if any. The
127. employing agency will schedule a Step 1 meeting with
128. the second level supervisor or other agency designated
129. official to be held within fifteen (15) calendar days
130. after receipt of the written grievance. The aggrieved
131. employee and/or steward will meet with the management
132. official and their representative on the scheduled date
133. and present the grievance. The management official's
134. representative shall not be a active participant in the
135. presentation of the grievance. A decision will be
136. rendered to the aggrieved employee within fifteen (15)
137. calendar days after conclusion of the Step 1
138. discussion. Employee grievances resulting from formal
139. disciplinary action other than a reprimand (which will
140. start at the Informal Resolution Process) or a matter
141. that is outside the scope of the supervisor's
142. authority, e.g. actions taken by the Civilian Personnel
143. Office, will omit this step; such grievances will be
144. initiated at the Step 2 level.

145. b. Step 2 - If no satisfactory solution is reached as
146. a result of Step 1 proceedings, and the grievant
147. chooses to pursue the matter further, they must submit
148. two copies of the grievance in writing to the Fort
149. Bragg Civilian Personnel Office addressed to the step 2
150. grievance official who must be at least one level below
151. the Step 3 official within seven (7) calendar days
152. after receipt of the Step 1 decision. The written

153. grievance must identify the employee by name, title,
154. grade and organizational unit and must state the
155. specific nature of the grievance, the Article(s) and
156. Section(s) of this Agreement in dispute, the remedial
157. action sought, and the name of the designated
158. representative, if any. This submission by the
159. grievant at Step 2 must show which specific aspects of
160. the grievance, if any, were resolved at Step 1. The
161. employing agency will schedule a Step 2 meeting with
162. the step 2 official or other agency designated official
163. to be held within fifteen (15) calendar days after
164. receipt of the written grievance. The aggrieved
165. employee and/or steward will meet with the management
166. official and their representative on the schedule date
167. and discuss the grievance. A decision will be rendered
168. to the aggrieved employee within fifteen calendar days
169. after conclusion of the Step 2 discussion. Employee
170. grievances resulting from formal disciplinary action
171. other than a reprimand (which will start at the
172. Informal Resolution Process) or a matter that is
173. outside the scope of the supervisor's authority, e.g.
174. actions taken by the Civilian Personnel Office, will be
175. filed at this step; such grievances will be initiated
176. at the Step 2 level.

177. c. Step 3 - If the grievant (or the Union in case of
178. Union grievances) is not satisfied with the decision
179. issued at Step 2, and if they choose to pursue the
180. matter further, they must, within seven (7) calendar
181. days after receipt of the Step 2 decision, submit two
182. copies of the written grievance submitted to the
183. Civilian Personnel Office addressed to the Garrison
184. Commander or Commander/Head of Tenant Unit (or their
185. designees), as appropriate, for review and decision.
186. The employing agency will schedule a Step 3 meeting
187. with the step 3 official or other agency designated
188. official to be held within fifteen (15) calendar days
189. after receipt of the written grievance. This
190. submission by the grievant at Step 3 must show which
191. specific aspects of the grievance, if any, were
192. resolved at Step 2. The deciding official at this
193. level will review the grievance, meet with the parties
194. and render their decision in writing within fifteen
195. (15) calendar days after the meeting. If the decision
196. is unsatisfactory to the Union, the grievance may be
197. referred to arbitration. Such requests shall be made
198. in writing to the Civilian Personnel Officer within
199. thirty (30) calendar days after receipt of the Step 3
200. decision.

201. d. At any level of the formal grievance process where
202. the grievant accepts the proposed remedy, such
203. acceptance will be communicated to the other party in
204. writing.

205. SECTION 12. Union grievances will be initiated at the Step
206. 2 level of the formal grievance process.

207. SECTION 13. Grievances submitted by the Employer will be
208. initiated within (30) calendar days of the date of the
209. occurrence unless the Employer can demonstrate that they
210. were not aware of the grievable issue. Such grievances
211. will be submitted in writing to the President, AFGE
212. Local 1770; will state the provisions(s) of the Agreement
213. allegedly violated by the Union; and the remedial action
214. sought. The Local President, or his designee, will meet
215. with the grieving official or their designee within seven
216. (7) calendar days of receipt of the grievance and attempt
217. an informal resolution. The Local President will submit a
218. written decision on the matter within fifteen (15) calendar
219. days of the meeting, unless a mutually satisfactory
220. resolution is reached at the meeting. If the grievance is
221. not resolved by the Local President, the Employer may
222. submit the matter to arbitration.

223. SECTION 14. The Union may file a grievance which
224. duplicates that filed by an employee or group of employees.
225. However, in such cases the duplicate grievances shall be
226. combined into one grievance prior to proceeding to Step 3
227. of the grievance procedure. It is understood that the
228. Union may continue the action should the employee or group
229. of employees drop their grievance.

230. SECTION 15. Time limits specified in this Article may be
231. extended only by mutual consent of the parties. Failure of
232. the party receiving a timely grievance to observe time
233. limits for any step of the grievance procedure will entitle
234. the grievant to advance to the next step. Failure of a
235. grievant to observe such time limits will constitute
236. abandonment of the grievance.

ARTICLE XXXII ARBITRATION

1. SECTION 1. If the Employer and the Union fail to settle any
2. grievance processed under the negotiated grievance
3. procedure, either party may, upon written request to the
4. other party within thirty (30) calendar days after the
5. receipt of the final grievance decision, invoke arbitration.

6. SECTION 2. Within fifteen (15) calendar days of a request
7. for arbitration, the moving party shall request the Federal
8. Mediation and Conciliation Service to submit a list of seven
9. impartial persons qualified to act as arbitrators. Within
10. fifteen (15) calendar days of receipt of such list, the
11. moving party will arrange a meeting with the other party to
12. mutually agree upon one of the listed arbitrators. If
13. agreement cannot be reached, the parties will alternately

14. strike names from the list until one name remains. The
15. remaining name shall be duly selected as the arbitrator
16. except that the moving party shall request from the Federal
17. Mediation and Conciliation Service a new list if the
18. remaining arbitrator is mutually unacceptable to the
19. parties.

20. SECTION 3. The Federal Mediation and Conciliation Service
21. shall be empowered to make a direct designation of an
22. arbitrator to hear the case in the event (a) either party
23. refuses to participate in the selection of an arbitrator or,
24. (b) upon undue delay on the part of either party.

25. SECTION 4. The arbitrator shall not have the authority to
26. change, alter, modify or delete from this Agreement, or the
27. published policies and regulations of appropriate
28. authorities.

29. SECTION 5. The Arbitrator's fee and expenses of the
30. arbitration, if any, shall be borne equally by the Employer
31. and the Union. Travel and per diem costs to the Employer
32. shall not exceed the maximum rate(s) authorized for DOD
33. employees under the appropriate provisions of the Defense
34. Acquisition Regulations. The arbitration hearing will be
35. held, if possible, on the Employer's premises during the
36. regular day shift hours of the basic workweek (Monday
37. through Friday). In regard to the arbitration of
38. grievances, Union representatives - not to exceed three (3)
39. persons, the grievant and necessary Union witness shall be
40. on duty time if otherwise on regular scheduled duty,
41. provided that such representational service is consistent
42. with the procedures and parameters established in Article VI
43. of this Agreement.

44. SECTION 6. Transcripts of arbitration proceedings,
45. including costs thereof, will be obtained by the party
46. desiring a transcript. One copy of any transcript will be
47. provided to the arbitrator, upon request, and the party not
48. involved in securing transcription services may purchase a
49. copy from the other party by paying one half of costs
50. associated with obtaining the transcripts.

51. SECTION 7. The arbitrator will be requested to render his
52. Opinion and Award within 30 days, but in no event later than
53. 60 days after the conclusion of the hearing. The Opinion
54. and Award will be mailed on the date of the award with one
55. (1) copy to the Employer and one (1) copy to the Union.

56. SECTION 8. Attorney fees may be awarded in connection with
57. a grievance processed under this Article only as prescribed
58. in 5 U.S. C. 7701 and 5 U.S.C. 5596.

59. SECTION 9. The parties agree that it is desirable to
60. clarify issue(s) to be heard at arbitration. Therefore,

61. prior to the date of hearing, the spokesperson(s) for the
62. parties will attempt to work out stipulations on joint
63. exhibits, if any, and seek to reach a mutually acceptable
64. statement of issue(s).

65. SECTION 10. The arbitrator's award is binding on the
66. parties except that either party may file exceptions to the
67. award with the Federal Labor Relations Authority (FLRA) for
68. review under regulations of the Authority. Excluded from
69. the FLRA review procedures are actions covered by FLRA
70. 5 U.S.C. 4303 and 5 U.S.C. 7512, which are subject to
71. judicial review only. When a timely exception is filed,
72. implementation of an award is stayed (postponed) until such
73. time as the Authority or courts render a final decision.

ARTICLE XXXIII FACILITIES AND BULLETIN BOARDS

1. SECTION 1. Subject to availability, the Employer agrees to
2. provide the Union sufficient office space to house Union
3. office personnel and equipment. Such space will be readily
4. accessible to employees of the unit and must be secured when
5. not in use.

6. SECTION 2. The Employer agrees to provide space, if
7. available, for the Union to assemble officers, stewards,
8. and/or unit members for meetings during the non-duty time of
9. employees in the bargaining unit. The Union will request
10. such facilities from the Civilian Personnel Officer in
11. writing, at least seven calendar days before the planned
12. meeting, and the Union agrees to provide janitorial and/or
13. security services when required by the loaning activity.

14. SECTION 3. The Employer agrees to provide a reasonable
15. amount of space on the unofficial portion of bulletin boards
16. within the Unit, as mutually agreed upon by the Chief of the
17. Section and the Union, for the posting of Union notices and
18. similar informational material. The Union shall be held
19. solely responsible for posting and removing material and
20. maintaining its bulletin board space in an orderly fashion.
21. The Union is fully and solely responsible for the posting
22. material in terms of accuracy and adherence to ethical
23. standards.

24. SECTION 4. Officers and Union Stewards assigned to the Unit
25. will normally have access to on-post telephone service for
26. local use, excluding long distance service, when necessary
27. in conducting proper labor-management relations activities.
28. Internal Union business is not considered to be proper
29. labor-management relations activities for the purposes of
30. this section. Officers and Union Stewards will be provided
31. reasonable privacy when using the telephone for conducting
32. labor-management and management-employee relations
33. activities. The Employer will provide two local telephone

34. numbers in the Union office.

**ARTICLE XXXIV
PERSONNEL LISTINGS**

1. SECTION 1. The Civilian Personnel Office will quarterly
 2. furnish the Union a complete and up-to-date personnel
 3. listing of names, position titles, and grades of all
 4. employees within the unit. Such personnel listings will
 5. reflect employees under organizational headings.
-
6. SECTION 2. The Civilian Personnel Office agrees to furnish
 7. the Union a list of employee gains and losses on a monthly
 8. basis, if any changes occur.

**ARTICLE XXXV
OFFICIAL TIME/UNION REPRESENTATION**

1. SECTION 1. The Employer recognizes the Officers, a
 2. reasonable number of Stewards/Representatives, duly elected
 3. or appointed, who shall meet with the designated
 4. Representatives of the Employer on a mutually agreeable
 5. basis. Official time provided by the statute will not be
 6. circumvented by any provision of this agreement.
-
7. SECTION 2. The Union will designate Stewards/
 8. Representatives so that Bargaining Unit Employees
 9. in the Bargaining Unit will have reasonable access to Union
 10. Representation. The Union will provide the Civilian
 11. Personnel Office, in writing, as changes occur, but not
 12. less often than each six months, a complete list of all
 13. Union Officers and Stewards/Representatives together with
 14. the organizational areas, location where each
 15. steward/Representative works and a phone number where they
 16. can be reached.
-
17. SECTION 3. An Officer and/or Steward/Representative will
 18. notify the grievant's/employee's supervisor, preferably by
 19. telephone, in advance of entering a work area. If the
 20. Employer cannot release the grievant/employee at that time
 21. without unduly interrupting the work or jeopardizing the
 22. operation of the work area and/or as the result of an
 23. emergency, the Employer will advise the Steward/
 24. Representative of an alternate time when the grievant/
 25. employee will be available.
-
26. SECTION 4. Time used by Stewards/Representatives during
 27. duty hours in the performance of their official duties as
 28. Stewards/Representatives will be with the prior knowledge
 29. and permission of the Steward's/Representative's immediate
 30. supervisor and shall be limited to the extent necessary to
 31. preclude undue interference with assigned essential duties.
 32. During such granted absence, the steward/representative
 33. will confine their activities to the conduct of the

34. business for which approval of absence was granted, return
35. directly to their work area upon completion of that
36. business, and personally notify their appropriate
37. supervisor of their return to duty. In the event the
38. steward's/representative's official business cannot be
39. concluded within the approved time of absence, they will
40. contact their immediate supervisor and request additional
41. time and be governed accordingly. The Employer will grant
42. a steward's request for an absence for representation
43. purposes unless such absence would cause an undue
44. interruption of work or jeopardize the operation of the
45. work unit. If a specific request is denied, the steward
46. and the Employer will seek mutual agreement on an alternate
47. time for absence. The Union and the Employer will take
48. reasonable action to prevent missing any deadline imposed
49. by law, rule, regulation, or provision of this Agreement.

50. SECTION 5. Reasonable official time, during normal
51. business hours of the Employer, when requested, in
52. accordance with Section 4 above, shall be granted to Union
53. Officers and Stewards/Representatives representing
54. employees for attendance at required hearings and
55. meeting(s) with Management officials. Reasonable official
56. time shall also be allowed for such representatives to meet
57. with employees to discuss, prepare for, and present
58. grievances, appeals, and complaints.

59. a. Reasonable time for the purpose listed above and
60. contained in this article is established as two (2) 100%
61. official time positions and one (1) 50% official time
62. position for Union Officers and a maximum bank of five
63. thousand (5000) hours per calendar year for
64. Stewards/Representatives to perform their representational
65. duties. One (1) of the 100% official time positions will
66. be entitled to work a flexible schedule so as to make up
67. any official time utilized in representational activities
68. for bargaining unit(s) not covered by this contract
69. agreement. The other 100% official time position is
70. entitled to a flexible schedule to make up any official
71. time utilized in representational activities for bargaining
72. unit(s) not covered by this contract agreement on a case-
73. by-case basis when required and approved in advance by the
74. Union President. The two Union Officials on 100% official
75. time will have an established tour of duty which includes
76. working a minimum of eight (8) days, Monday-Fridays, each
77. pay period. Their tours of duty will begin not earlier
78. than 0500 hours and end not later than 1900 hours each day.
79. Make up time must be worked so as not to accrue any premium
80. pay. On the first day of each pay period, the Union will
81. provide the agency a projected schedule for each employee
82. on 100% official time and the employee on 50% official time
83. reflecting all hours worked during the previous pay period
84. and a schedule of any known changes to the established tour
85. of duty for the current pay period.

86. b. The Union President will provide the Employer in
87. writing the name, work location, telephone numbers and
88. normal tour of duty of the Union Officers who will be
89. granted the two (2) 100% official time positions and the
90. one (1) 50% official time position, and will keep the
91. Employer apprised of any changes to that designation. The
92. supervisor of the 50% official time position in
93. consultation with the Union President will be responsible
94. for designating the time available for Union activities.
95. The Union and the Employer agree that the three (3)
96. Officers and/or Stewards/Representatives that occupy the
97. two (2) 100% official time positions and the one (1) 50%
98. official time position will not receive any preferential
99. and/or special privileges or rights not granted by this
100. agreement and will follow the same reporting and leave
101. procedures contained in this agreement.

102. c. Union Officials on 50% official time cannot carry
103. over hours into subsequent weeks if unused nor will any
104. remaining hours of the five thousand (5000) hours of block
105. time allocated for Stewards/ Representatives be carried
106. over from one calendar year to the next. In addition
107. there will be no borrowing of block time from one calendar
108. year to another calendar year. Union stewards/
109. representatives will be limited to using no more than
110. twenty-five (25%) of their respective work-year on bank
111. (official) time unless approved by the agency excluding
112. any time served under Section 5d of this agreement.

113. d. In the event an elected and/or appointed individual
114. who occupies one of the two (2) full-time positions and/or
115. the one (1) half time position finds it necessary to be
116. absent from duty at Fort Bragg for a period of time in
117. excess of thirty (30) days, the Union President or their
118. designee may designate/appoint a substitute to fill the
119. time of the vacated elected position. The Union will be
120. required to promptly notify the Employer of the absence in
121. order to gain the official time at the earliest possible
122. time but no later than fifteen (15) calendar days prior to
123. the commencement of the substitution. This provision will
124. not apply in situations involving unanticipated
125. incapacitation of long duration.

126. e. Official time requested and used under the
127. provisions of this Agreement by Officers and
128. Stewards/Representatives shall be documented on the Fort
129. Bragg Official Time Form regarding the use of official time
130. for representational purposes. The Union President may
131. designate a Union Official other than the Union President
132. as the Union's Certifying Official for use of bank official
133. time by any Stewards/Representatives. The Certifying
134. Officer will counter sign the Stewards/Representatives Fort
135. Bragg Official Time Form certifying to the correctness of

136. the amount of bank official time used and that the Steward/
137. Representative used the bank official time for appropriate
138. Union representational purposes.

139. f. The Union will keep records of all bank official
140. time and provide the Employer a report of the total number
141. of bank official time hours used by the tenth (10th)
142. calendar day following the end of the pay period along with
143. a certified copy of all Stewards/Representatives and
144. Officers Fort Bragg Official Time Forms. Notwithstanding
145. any provision of this agreement, any Union Officer,
146. Steward/ Representative, designated certifying official,
147. and the Union President will be accountable for the use of
148. Official time as an Agency supervisor is accountable for
149. use of government work time.

150. g. Official time granted under this Agreement for the
151. following items will not be counted against the 5000 block
152. or the 50% Official Time position:

153. (1) Negotiations within the meaning of 5 U.S.C. 7131
154. (a); and;

155. (2) Time required for participation in
156. investigations/proceedings of the Federal Labor
157. Relations Authority within the meaning of 5 U.S.C.
158. 7131(c);

159. (3) Any representational duties performed under the
160. regulations of the Merit Systems Protection Board and/or
161. the Equal Employment Opportunity Commission;

162. (4) Any labor-management related training which is
163. approved by the Civilian Personnel Office.

164. SECTION 6. All time other than provided in this Article
165. and agreement will be spent performing regularly assigned
166. Government work unless the employee is on an approved
167. absence such as annual leave, sick leave or leave without
168. pay.

RECORD OF UNION STEWARD/REPRESENTATIVE BANK (OFFICIAL) TIME USAGE

Union Stewards/Representatives will complete this Form each Pay-Period that Bank Time is requested.

I. REQUEST Time _____ and Date _____ of Request

A. Name of Steward/Representative _____

B. Organization of Steward/Representative _____

C. Dates (Pay Period) on Which Time is to be Used: Start Date _____ End Date _____

Monday Depart/ReturnTime	Tuesday Depart/ReturnTime	Wednesday Depart/ReturnTime	Thursday Depart/ReturnTime	Friday Depart/ReturnTime
Monday Depart/ReturnTime	Tuesday Depart/ReturnTime	Wednesday Depart/ReturnTime	Thursday Depart/ReturnTime	Friday Depart/ReturnTime

D. Total Hours Requested _____

 (Signature of Requesting Union Steward/Representative)

E. Request is (Approved) Request is Disapproved as shown in remarks)
 Request is (Modified as shown in remarks) Reason for Disapproval: _____
 (continue reason for disapproval on back)

Monday Depart/ReturnTime	Tuesday Depart/ReturnTime	Wednesday Depart/ReturnTime	Thursday Depart/ReturnTime	Friday Depart/ReturnTime
Monday Depart/ReturnTime	Tuesday Depart/ReturnTime	Wednesday Depart/ReturnTime	Thursday Depart/ReturnTime	Friday Depart/ReturnTime

F. _____
 (Total Hours Approved) (Time and Date of Approval) (Signature of Approving Agency Official)

G. Actual Use (To be Completed by the Union Steward/Representative Only if Different than C or E above)

Monday Depart/ReturnTime	Tuesday Depart/ReturnTime	Wednesday Depart/ReturnTime	Thursday Depart/ReturnTime	Friday Depart/ReturnTime
Monday Depart/ReturnTime	Tuesday Depart/ReturnTime	Wednesday Depart/ReturnTime	Thursday Depart/ReturnTime	Friday Depart/ReturnTime

H. Total Hours Used _____

 (Time and Date) (Signature of Requesting Union Steward/Representative)

I certifying to the correctness of the amount of bank time used and that the steward/representative used the bank time for proper representational purposes.

G. _____
 (Time and Date of Certification) (Signature of Certifying Union Official)

RECORD OF UNION 100%/50% OFFICER/REPRESENTATIVE OFFICIAL TIME USAGE

Union Stewards/Representatives will complete this Form each Pay-Period that Bank Time is requested.

II. REQUEST Time _____ and Date _____ of Request

D. Name of Steward/Representative _____

E. Organization of Steward/Representative _____

F. Dates (Pay Period) on Which Time Proposed to be Used: Start Date _____ End Date _____

Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours
Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours

D. Total Hours Work _____
 _____ (Signature of Requesting Union Officer/Representative)

E. Dates on which time was actually used.

Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours
Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours

F. _____
 (Total Hours Approved) (Time and Date of Approval) (Signature of Approving Agency Official)

G. Dates (pay period) on which time is proposed to be used: Start Date _____ End Date _____

Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours
Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours

H. Total Hours Used _____
 _____ (Time and Date) (Signature of Union Officer/Representative)

I certifying to the correctness of the amount of bank time used and that the steward/representative used the bank time for proper representational purposes.

G. _____
 (Time and Date of Certification) (Signature of Certifying Union Official)

169. SECTION 7. The employer agrees to notify the Union of the
170. transfer on a permanent basis of any of its officers and
171. stewards/representatives from one work shift and/or
172. worksite to another unless the personnel action was at the
173. request of the employee involved.

174. SECTION 8. Representatives and officers [i.e. AFGE
175. National and District Officers and Representatives] acting
176. in a capacity other than Officers and
177. Stewards/Representatives of AFGE Local 1770, will be
178. authorized to visit areas of the installation on
179. appropriate business other than matters personal to the
180. paid representative or officers, subject to applicable
181. security regulations provided that the President of AFGE
182. Local 1770 has given written notice to the agency with a
183. detailed schedule of the visit and has obtained Agency
184. permission for the visit.

185. SECTION 9. It is agreed that no Union representative shall
186. be denied any right or privilege that may otherwise be
187. entitled to or be given low performance appraisals solely
188. because of their authorized activity as a Union
189. representative unless governed by law, rule, or regulation.

ARTICLE XXXVI
CHANGES IN CONDITIONS OF EMPLOYEMENT

1. SECTION 1. The Union will be notified of any proposed
2. change in conditions of employment affecting any
3. Bargaining Unit Employee. The Employer will notify the
4. Union, in writing, through the Labor Relations Office,
5. of the proposed change. Notification will include;
6. what employee(s) the change will effect, why the change
7. is being implemented, proposed effective date of the
8. change and what condition of employment will change.

9. SECTION 2. Impact and Implementation Bargaining
10. Procedures. In the event that the Employer proposes
11. changes in conditions of employment including those
12. which involve management rights reserved under 5 U.S.C.
13. 7106 or which are otherwise not negotiable, the
14. following procedures shall apply with regard to
15. negotiations concerning the impact and implementation
16. (5 U.S.C. 7106(b)(2) and (3)) of those changes:

17. a. The Employer shall notify the Union at least
18. seven (7) calendar days, or as soon as the
19. Employer is aware, prior to the planned
20. implementation date of any proposed nonnegotiable
21. change in conditions of employment, giving the
22. Union at least seven (7) calendar days from the
23. date of receipt to request impact and
24. implementation bargaining.

25. b. If the Union does not request impact and

26. implementation bargaining within the time limit,
27. the Employer may implement the proposed changes.
28. c. Upon timely request by the Union, the Employer
29. shall promptly enter into good faith negotiations
30. regarding the impact and implementation of the
31. proposed changes.
32. d. The parties agree to negotiate in good faith
33. as expeditiously as possible so that negotiable
34. employee impact issues are resolved and the
35. Employer may implement proposed changes in a
36. timely manner. If agreement cannot be reached
37. promptly enough to avoid unreasonable delay in the
38. implementation of changes (within seven (7)
39. calendar days after the parties begin
40. negotiations, provided three (3) or more
41. bargaining sessions have occurred), the parties
42. will seek mutual agreement regarding
43. implementation of the Employer's last best offer.
44. If agreement cannot be reached and the Employer
45. implements its last, best offer, the provisions of
46. 2e below may be invoked by the Union. In any event the
47. Employer agrees to continue negotiations in good faith
48. and to proceed, if necessary, through mediation by the
49. Federal Mediation and Conciliation Service and
50. resolution of any impasses by the Federal Service
51. Impasses Panel. The Employer further agrees to
52. retroactively apply any procedures for implementation
53. and/or appropriate arrangements for employees adversely
54. affected which were not previously agreed to by the
55. parties, and are settled in Mediation or imposed upon
56. them by the Panel, unless such retroactive application
57. results in undue disruption of activity operations.
58. e. If the Employer (1) unilaterally implements a last,
59. best offer prior to conclusion of the negotiations
60. process over the Union's objection or (2) refuses to
61. implement a final Panel order, the Union may challenge
62. the Employer's action(s) in accordance with procedures
63. established by 5 U.S.C. 7118.

ARTICLE XXXVII
CHANGES TO THE AGREEMENT

1. SECTION 1. Amendments to this Agreement may be required due
2. to changes in law, Executive Order, regulations, or policies
3. of appropriate authority. Also, the parties agree that
4. provisions of this Agreement or existing conditions of
5. employment in the bargaining unit may be modified by the
6. Employer to the extent necessary to bring them into
7. conformance with Government-wide, Department of Defense, or
8. Department of the Army regulations. In such event(s), the
9. Employer agrees to notify the Union at least seven (7)

10. calendar days in advance of any such change and to comply
11. with The requirements of Section 2 of Article XXXVI (Changes
12. In Conditions Of Employment) (Impact and Implementation
13. Bargaining Procedures) with regard to any impact and
14. implementation bargaining proposals made by the Union.

15. SECTION 2. Exclusive of the procedures specified in Section
16. 1 this Article, this Agreement may be opened for
17. amendment(s) by mutual consent of both parties at any time
18. after it has been in force and effect for at least six (6)
19. months. Request for such amendment(s) by either party must
20. be written and must include a summary of the amendment(s)
21. proposed. The parties will meet within fourteen (14)
22. calendar days after receipt of such notice to discuss the
23. matter(s) involved. If the parties mutually agree that
24. negotiations are warranted on the proposed amendment(s),
25. such negotiations will be conducted in accordance with
26. procedures established by the parties. No changes shall be
27. considered except those bearing directly on the subject
28. matter(s) agreed to by the parties and no amendment will be
29. put into effect unless both parties execute an agreement and
30. necessary post audit review is accomplished.

ARTICLE XXXVIII DURATION OF THE AGREEMENT

1. SECTION 1. This Agreement shall be binding upon the
2. Employer and the Union for a period of three (3) years from
3. the date of approval, and from year to year thereafter
4. unless either party shall notify the other in writing at
5. least sixty (60) calendar days, but no more than one hundred
6. five (105) calendar days, prior to the anniversary date of
7. its desire to modify or terminate this Agreement. If either
8. party serves such notice, representatives of the Employer
9. and the Union will meet within thirty (30) calendar days of
10. receipt of this notice and consult as to further
11. negotiations or other courses of action.

12. SECTION 2. This Agreement shall be subject to review by
13. Higher Headquarters, post audit authority for legal,
14. regulatory, and negotiability compliance. The review will
15. be completed within thirty (30) days from the date of the
16. Agreement's execution. Should the review reveal any
17. violation(s), the Employer will notify the Union of the
18. violation and the parties will take appropriate corrective
19. Action.

20. SECTION 3. This Agreement shall terminate automatically
21. effective with any date on which it is determined that the
22. Union is no longer entitled to exclusive recognition in
23. accordance with the provisions of 5 U.S.C. Chapter 71.
The parties hereto have entered into this Agreement on this
day of September 2000.

TRUMAN E. BULLARD
Spokesperson for the Union

SARA L. MORGAN
Director, Civilian Personnel

JAMES FLEMING

SUE B. MCKENZIE
Spokesperson for the Employer

CHRISTINE POTTER

THOMAS BURHEN

EXECUTION:

Under authority granted by the Department of the Army and rules of the parties, this Agreement is hereby executed.

WILLIAM P. TANGNEY
LTG, USA
Commanding
US Special Operational Command

GARY N. MATTESON
COL, MC
Commanding
Womack Army Medical Center

WILLIAM J. MARTINEZ
COL, IN
Commander, 1st Region ROTC
ROTC

GARY R. STEIMER
COL, SC
Director
Test and Experimentation
Command

CONRAD F. BODAI
COL, DC
Commanding

DAN K. MCNEILL
Lieutenant General, USA
Commanding
XVIII Airborne Corps and Fort Bragg

DATE