

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.