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

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PREAMBLE

This Agreement constitutes the complete understanding between the parties, as to those matters contained within this Agreement. As such, the previous contract is extinguished and of no effect or effect after the effective date of this Agreement. Existing memorandums of agreement, memorandums of understanding, and any other agreements that have terms that conflict with the terms of any provision of this Agreement will be renegotiated at the request of either party so as to be consistent with the terms of this Agreement.

If any Article or Section of this Agreement is found to be in violation of law or otherwise unenforceable by a court of law, or by a third party administrative body acting within its jurisdiction, the remaining Articles or Sections will be unaffected and remain in force throughout the duration of the Agreement.

All past practices of the parties existing under the Agreement of September 25, 2000, or its predecessor agreements, are herewith extinguished to the extent they are inconsistent with any provision of this Agreement.

ARTICLE 1
RECOGNITION AND COVERAGE

SECTION 1. RECOGNITION:

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

SECTION 2. COVERAGE:

The recognized bargaining units covered by this Agreement include all Fort Bragg civilian employees who are paid from Appropriated Funds and who are administered by the Fort Bragg Civilian Personnel Office. Covered employees are all non-supervisory general schedule and federal wage system employees. Excluded from this unit are management officials, supervisors as defined the Title 5 U.S. Code, confidential employees, employees engaged in personnel work in other than a purely clerical capacity, professional employees not identified in the American Federation of Government Employees, AFL-CIO, Local 1770 representational certification(s) and employees engaged in intelligence, counterintelligence, investigative, or security work which directly affects National Security, and certain tenant units excluded by appropriate authority.

SECTION 3. DEFINITION:

Subsequent references herein to "Employee" and "Employees" will be understood to apply to all employees of the recognized bargaining units represented by the Union, as described in Article I, Section 2 above. Throughout this Agreement "Civilian Personnel" refers to the Civilian Personnel Office, Civilian Personnel Advisory Center, and/or any other title that may be assigned to the office responsible for Civilian Personnel functions for the duration of this Agreement and any extension(s) of this agreement.

ARTICLE 2
RIGHTS AND OBLIGATIONS OF EMPLOYEES

SECTION 1. UNION MEMBERSHIP:

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

SECTION 2. INTERNAL UNION BUSINESS:

Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union, or to refrain from any such activity, and each employee shall be protected in the exercise of these rights. However, activities performed by any employee relating to the internal business of the Union (including the solicitation of membership, elections of Union officials,

attending Union meetings, and/or collection of dues) shall be performed during the time the employee is in a non-duty status.

SECTION 3. SUPERVISORY ACCESS:

Each employee is entitled to know who their immediate supervisor is and will have reasonable access to the supervisor during duty hours. In the event an employee receives work instructions which conflict with direction issued by the employee's immediate supervisor, the employee may request clarification from their supervisor if readily available. If the supervisor or their alternate is not readily available, the employee will follow the instructions given by the official of the Employer.

SECTION 4. FINANCIAL LIABILITY:

In accordance with current governing regulations, employees will not be held financially liable for government property except where the loss, damage, or destruction of such property is the result of negligence or willful misconduct on the part of the employee as determined by a Report of Survey or other appropriate administrative process.

SECTION 5. EMPLOYEE OBLIGATIONS:

Employees are obligated to:

a. Actively participate in and promote programs designed to improve work performance, methods, and conditions.

b. Conscientiously perform assigned duties.

c. Comply with applicable standards of conduct.

d. Cooperate and strive to maintain good working relations with their supervisors, fellow employees, and customers.

e. Be polite and courteous.

f. Participate in continuing education programs in order to maintain professional competency and keep abreast of change.

SECTION 6. PROFIT/NONPROFIT ENDEAVOR'S:

Employees will not engage in or become involved in any private business, profit-making or non profit-making endeavor on official duty time or by using Government facilities or equipment.

SECTION 7. LAW, EXECUTIVE ORDER, REGULATION:

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

SECTION 8. VOLUNTARY ACTIONS:

An employee may resign for any reason, at any time. Employees who receive a disciplinary or removal action may resign prior to the effective date of the disciplinary or removal action.

ARTICLE 3
RIGHTS AND OBLIGATIONS OF THE EMPLOYER

SECTION 1. EMPLOYER RIGHTS:

The Employer rights and authorities as they existed prior to the signing of this Agreement are retained. Those rights include:

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

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

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

d. To make determinations as to the positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

e. With respect to filling positions, to make selections for appointments from:

(1) Properly ranked and certified candidates for promotion.

(2) Any other appropriate source.

f. In accordance with law, rule or regulation, to take whatever actions may be necessary to carry out the Agency mission.

SECTION 2. ABILITY TO CONFER:

Nothing in this Agreement shall preclude the Employer from conferring with the Union on procedures which the Employer will observe in exercising any authority under Section 1 on appropriate arrangements for employees adversely affected by the exercise of any authority by the Employer.

SECTION 3. MANAGEMENT RESPONSIBILITIES:

Management Officials and Supervisors will encourage the achievement of high standards of employee performance and the continual development and implementation of work practices to facilitate improved employee performance and efficiency; provide employees an opportunity to participate in the implementation of personnel policies and practices affecting working conditions; and strive to maintain constructive and cooperative relationships between the Employees, the Union, and the Employer.

SECTION 4. MANAGEMENT NEUTRALITY:

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

SECTION 5. DONATIONS TO CHARITY:

Management Officials and Supervisors will not require employees to invest their time, talent, money, or donate to charity, or participate in activities not related to their employment.

SECTION 6. NEW EMPLOYEE ORIENTATION:

The Employer will provide the Union advance notification of new employee orientation and provide the Union an opportunity to provide a presentation during new employee orientation.

SECTION 7. INVESTIGATORY PROCESS:

The Employer should remember that the employee being investigated can be a valuable source of information during any investigatory process.

SECTION 8. ANNUAL NOTICE:

The Employer will annually inform employees of their rights under 5 U.S.C. 7114(a)(2)(B).

ARTICLE 4
RIGHTS AND OBLIGATIONS OF THE UNION

SECTION 1. UNION RIGHTS:

The Union has the right to represent all employees in the Bargaining Unit.

SECTION 2. EXPRESSING UNION CONCERNS:

The Union has the right to present its views to the Employer, on matters of concern over which the Employer has discretion, and which affect bargaining unit employees. When the Union

presents its concerns, in writing, to the Civilian Personnel Advisory Center the Employer will give them proper consideration and respond to the Union in writing.

SECTION 3. FORMAL DISCUSSIONS:

The Union has the right to have a Union representative present at formal discussions or meetings between the Employer and Employees. The rights of the Union representative to be present with an employee during the formal discussion shall be subject to the laws, rules, or regulations governing the situation.

SECTION 4. UNION OBLIGATIONS:

The Union shall encourage employees to actively support the Employer's efforts to remain fiscally sound, eliminate waste, conserve materials and supplies, improve the quality of workmanship, and discourage tardiness, absenteeism, and carelessness. The Union shall encourage employees to actively participate in and promote programs designed to improve work methods and conditions. Conscientiously perform assigned duties; comply with ethical standards of conduct; cooperate and strive to maintain good working relations with their supervisors and fellow employees; be courteous to the public; and recognize the need to participate in continuing education programs in order to keep abreast of changes.

SECTION 5. NATIONAL REPRESENTATIVES:

Authorized representatives of the AFGE National Union will be allowed to visit the installation at reasonable times on appropriate Union business, provided the President AFGE Local 1770, requests such access, in writing, to the Civilian Personnel Officer, and identifies the purpose of such access to the Employer. The employer must approve the visit in writing prior to the visit. Further, the AFGE National Union official must provide proper identification to the Employer and is subject to the laws, rules, or regulations governing security and confidentiality.

SECTION 6. INTERNAL UNION BUSINESS:

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

SECTION 7. STRIKES/SLOWDOWN/PICKETING:

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

SECTION 8. THE UNION AND EMPLOYEE RIGHTS:

In accordance with 5 U.S.C. 7116 (b) (1) and (2) the Union shall not interfere with, restrain, or coerce any employee in the exercise by the employee of any right, or cause or attempt to cause

an Agency to discriminate against any employee in the exercise by the employee of any right established under 5 U.S.C. Chapter 71.

ARTICLE 5
HOURS OF WORK AND TOURS OF DUTY

SECTION 1. EXCLUSIONS:

This Article is not applicable to Fire Fighters assigned to the Fort Bragg Fire Department and other 24-hour work schedules.

SECTION 2. DEFINITIONS:

For the purpose of this Article, the following definitions apply except where altered by negotiated Alternate Work Schedules (AWS). Where AWS has been negotiated, the shifts will be governed by written Agreements/MOUS. Article 6 of this Agreement contains information, procedures, and limits on implementing an AWS for bargaining unit employees.

a. Administrative Workweek: A period beginning Sunday at 12:01 a.m. through the following Saturday at 12:00 p.m. (midnight), seven (7) consecutive calendar days.

b. Basic Workweek: Normally a period of five (5) 8-hour calendar days, Monday through Friday when possible, and the two days outside the basic work week are consecutive. Some employees may be assigned to staggered start times within shifts (see Section 4 of this Article for the descriptions of the shifts) to efficiently match variable workloads.

c. Shift: The normal shift at Fort Bragg is an eight (8) hour work period scheduled in advance, which occurs on a day in the workweek of an employee, for which an employee is paid.

d. Workday: Eight (8) paid hours of work scheduled over not more than 9 hours in a day. A day is defined as a 24 hour period that begins and ends at midnight.

SECTION 3. LUNCH:

The standard workday will consist of eight (8) hours of work scheduled over a nine (9) hour period with one (1) hour lunch, except in those organizations which have eight (8) hours of work scheduled over a period sufficient to permit a thirty (30) or forty-five (45) minute lunch period. In so far as practicable, the lunch period will be taken at the midpoint of the shift. The lunch period is non-duty time.

a. In cases where employees in a particular work section desire less than a one hour lunch period, a shorter lunch period of not less than 30 minutes may be established upon approval by the Employer. The Union may submit a written request for a lunch period of less than one (1) hour, but not less than thirty (30) minutes. The Employer will respond in writing to the request within fifteen (15) calendar days. All requests will be carefully considered by the Employer and balanced against the need to have employees with certain skills available to meet the

organization's mission. The Employer will notify the Union of its decision in writing. Once a shortened lunch period is established, the hour of arrival or departure will be adjusted accordingly.

b. The Employer may need to return to the one (1) hour lunch period and adjust the hour of departure or arrival, in the event the shortened lunch period adversely impacts on the Employer's mission. The Employer will notify the Union of its intentions in writing.

SECTION 4. SHIFTS:

Normally, shifts at Fort Bragg will be as follows:

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

b. Mid Day Shift: To begin not earlier than 10:00 am or later than 2:00 pm.

c. Second Shift: To begin not earlier than 3:00 p.m. or later than 7:00 pm.

d. Third Shift: To begin not earlier than 11:00 p.m. or later than 1:00 a.m.

NOTE: Employees should not be scheduled to start a shift within eight (8) hours of completing their previous shift.

SECTION 5. EMPLOYEE REQUESTS:

a. Requests to Change Shifts. Employees of an individual work unit may, if desired by a majority of the employees, request to have their preference in shifts. Such requests will be in writing and will be provided to the Union for transmittal to the Employer. The Union will provide the employees' proposed shift plan to the Employer. Upon receipt of any such request the Employer will consider the matter and provide the Union a decision within fifteen (15) calendar days of receipt of the request. All requests will be carefully considered by the Employer and balanced against the need to have employees with certain skills available to meet the organization's mission.

(1) If the request is approved by management, employees will select their preference of shifts and management will consider the employee's preference; knowledge, skills, and abilities; and/or seniority in the work-unit.

(2) Individual employees may make a written request through the Union to change to a vacancy left on another shift. Management will give great weight to the union's position on the request as they balance efficiency against the employee's performance, skills, and time in the organization. The Employer will use civil service time in the unit to decide between multiple employees if all applicants are equally capable of filling the vacancy.

b. Staggered Report Times. Employees may make a written request to change their staggered report time through the Union. The union will decide whether the request is in the best interest

of the workforce and will submit to the Employer if they conclude it is. Management will give great weight to the union's position on the request as they balance efficiency against the employee's performance, skills, and time in the organization. The union will be informed of management's decision within 15 days of the receipt of the request from the Union.

c. Basic Workweeks. Employees may make a written request through the Union to change their basic workweek to another basic workweek already being used within their organization on an attrition basis only. Example: SAT - THUR for MON – FRI. Management will give great weight to the union's position on the request as it balances efficiency against the employee's performance, skills and time in the organization. Management will notify the Union of its decision within 15 days of receipt of the request from the Union.

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

SECTION 6. ROTATING and PERMANENT SHIFT SCHEDULES:

a. Employees in a particular work unit may, if desired by a majority of the employees, request to change shift schedules to have permanent shifts in lieu of rotating shifts, or vice versa. Such requests will be in writing and will be provided to the Union for transmittal to the Employer. The Employer will carefully consider the request and provide the Union a written decision within 30 days of receipt of the request from the Union.

b. Qualified employees will be allowed to express their desire for a particular shift if the request for change in shift schedules, made in accordance with subparagraph a, above, is implemented. When shifts are initially established within a work unit, shift schedules and shift times will be made based on employee preference, in order of Service Computation Date, from among equally qualified employees. Thereafter, involuntary assignments to fill out shifts will be made by considering Service Computation Date. After shift schedules are established, changes in shift schedule or times will be based on civil service time within the work unit.

c. The Employer will notify the Union in accordance with Article 44, Change in Conditions of Employment, if the Employer decides to change rotating shifts to permanent, or vice versa.

SECTION 7. PAID MEAL PERIOD:

When two or three 8-hour shifts are in operation and a 20 minute paid meal period is in effect for any one particular shift, the meal period is considered duty time. To insure adequate coverage of their respective sections, employees will spend this paid meal period in close proximity to their work area. With supervisory permission, employees may absent themselves from the work area for brief periods of time.

ARTICLE 6
COMPRESSED/ALTERNATIVE WORK SCHEDULES

SECTION 1. PURPOSE:

The goal in implementing compressed/alternative work schedules is to improve efficiency and productivity of operations, increase customer satisfaction by expanding hours of operation, enhance personnel recruitment and retention, reduce unscheduled leave, decrease overtime expenses, foster energy conservation through reduction in commuter traffic and strengthen job satisfaction and morale by supporting a Family Friendly workplace. If these goals are not achieved, the program as a whole, in a work unit, or for specific employees may be discontinued using the method provided by 5 USC 6131(c)(3)(A) which begins with notice to the union that Employer believes an AWS schedule should be terminated.

SECTION 2. GENERAL:

The guidelines used to implement this Article are Title 5, US Code, Chapter 61, Hours of Work.; Title 5, Code of Federal Regulations (CFR), Part 610, Hours of Duty; and the Office of Personnel Management (OPM) Handbook on Alternative Work Schedules. When otherwise appropriate under Article II of this contract, employees will be paid overtime or be credited with overtime for any hours in excess of 8 in one day or in excess of forty (40) in a workweek that are not worked as part of an AWS schedule implemented under the terms of this Article. This Article sets forth the procedures to be followed for voluntary Alternative Work Schedules (AWS) including flextime, compressed work schedules, and credit hours. This Article also provides the options for employees to participate in these plans. AWS means a schedule that includes regularly scheduled tours of duty other than the traditional five eight (8) hour consecutive fixed shifts. Flexible work schedules and compressed work schedules are included within the definition of an AWS.

SECTION 3. FLEXTIME:

a. "Flexible work schedule" means an eight (8)-hour work day in which the employee may vary the time of arrival and/or departure. A flexible work schedule includes core time and a flexible band, or "flex band." "Flexible time" and "flex bands" mean the specific periods of the workday during which employees may opt to vary their arrival and departure times. Whenever possible, the flex bands shall be within the time period 6 a.m. to 6 p.m. to avoid night differential.

b. "Modified Flex tour" is a type of flextime where an employee selects a starting time within the established flexible time band. This establishes the employee's assigned schedule; however, the employee is allowed fifteen (15) minutes flexibility on either side of the selected arrival time. For example, an employee selecting 7:30 a.m. as a starting time under modified flex tour may report for work any time between 7:15 a.m. and 7:45 a.m. Changes in the set starting time must be in advance with notice to the supervisor.

c. "Flex-in/flex-out." Employees working a flexible schedule will be allowed to flex out and in during the workday, subject to supervisory approval. If a combination of an employee's starting

time and the amount of time the employee is away from the worksite precludes the completion of a full workday prior to 6 p.m., the employee will be placed in the appropriate leave category at his/her request.

SECTION 4. COMPRESSED WORK SCHEDULE (CWS):

"Compressed Work Schedule" (CWS) means, in the case of a full time employee, an eighty (80) hour biweekly basic work requirement that is scheduled for less than ten (10) workdays; and, in the case of a part time employee, a biweekly basic work requirement of less than eighty (80) hours that is scheduled for less than ten (10) workdays and that may require the employee to work more than eight (8) hours in a day.

a. "5-4-9" is a work schedule that includes eight (8) workdays of nine (9) hours each plus one (1) workday of eight (8) hours within the biweekly pay period. A minimum of two (2) consecutive days off will be scheduled.

b. "4-10" is a work schedule that includes eight (8) workdays of ten (10) hours in each biweekly pay period. Each work week will have forty (40) hours of work in it. Work beyond forty (40) hours in one duty week will be considered overtime. A minimum of two (2) consecutive days off will be scheduled.

c. "6-12-8" is an eighty (80) hour bi-weekly basic work schedule that includes six (6) twelve-(12) hour workdays and one (1) eight (8) workday. A minimum of two (2) consecutive days off will be scheduled.

d. "2-8, 2-12" is an eighty (80) hour bi-weekly basic work schedule that includes two (2) twelve-(12) hour workdays and two (2) eight- (8) workdays. Each work week will have forty (40) hours of work in it. Work beyond forty (40) hours in one duty week will be considered overtime. A minimum of two consecutive days off will be scheduled.

e. This Agreement does not preclude an employee from requesting an altered tour of duty for specific personal reasons. However, the request must be in writing and signed concurrence by the employee, Union President, Supervisor, CPAC Director, and Commander of the employee's work unit. It is agreed that specific individual employee requests for altered schedules need not be approved if doing so would require an involuntary adjustment of the schedule (AWS or regular) of another civil service employee.

SECTION 5. REQUEST PROCEDURES:

An employee's request to start, change or discontinue an authorized CWS/AWS must be submitted on the CBA Form 1 (AWS Option Form) to the supervisor at least one full pay period in advance of the requested effective date. New employees or re-hires will be given the opportunity of requesting participation in the AWS plan and may complete the AWS Option Form prior to beginning work. Fort Bragg AWS Option Form will be transmitted to the union for action by the supporting HR office on the employee's first day of work, or as soon thereafter as possible, so that approved AWS schedules can begin as soon as all parties have agreed.

a. For requests to start or change an AWS schedule, the supervisor must make their recommendation and provide the request form to their supporting HR office so that the HR office

can provide the FB AWS Option Form to the union within 14 calendar days of the date when the employee submitted the form to their supervisor.

b. Conflicts in scheduling that result from approving AWS schedules will be resolved in favor of the employee who has the longest civil service time in the work unit.

c. Any employee that has worked an AWS schedule for twelve (12) pay periods may request to return to a schedule of 5 eight hour days (5x8) via submission of a CBA Form 1 (AWS Option Form) to their supervisor. The Agency will return the requesting employee to a 5x8 schedule when it can do so without a negative impact on the work unit's mission, budget or customer service. Denials of these requests will be made by a management official no lower than the Chief of Staff, or organizational equivalent, of a signatory to this contract. The denial will be in writing and will describe how returning the employee to 5x8 schedule could negatively impact mission, budget or customer service.

d. Without regard to length of time on AWS, employees may request to discontinue participation in an AWS program by submitting to their supervisors a CBA Form 1 (AWS Option Form that details the personal hardship continued AWS participation would impose upon them. The management decision that a personal hardship exists will be made within 10 days and, thereafter, management may either: except the employee from the program, or reassign the employee to the first non-AWS position within the agency which becomes vacant for which the employee is qualified and which is acceptable to the employee.

SECTION 6. CREDIT HOURS:

Credit hours are those hours in excess of the employee's daily tour of duty which are performed at the employee's option with approval of his/her supervisor so as to vary the length of a succeeding workday or workweek.

a. General - Participating employees, including flextime/flex tour participants and part-time employees, will be authorized to earn up to three (3) credit hours per day, provided that there is work available for the employee and it can be performed at the requested time(s).

(1) Credit hours will be earned in 1/4-hour increments and will be used in 1/4-hour increments.

(2) The maximum number of credit hours which a full-time employee may carry over from pay period to pay period is twenty-four (24) hours. A part-time employee may not carry over more than one quarter of the hours in his basic bi-weekly work scheduled from pay period to pay period.

(3) Credit hours will be recorded on official time records and will follow an employee if the employee changes positions within the bargaining unit.

b. Procedures to Request to Work Credit Hours - Normally, the employee will request to work credit hours during the workday proceeding the day he wishes to work. This request will be

submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next level supervisor. The request will be documented in writing as approved or denied in writing by the supervisor as soon as possible on the same day submitted.

c. The above procedure does not preclude the working of same day credit hours upon mutual agreement of the supervisor and the employee. Such agreements will be in writing.

SECTION 7. SPECIAL PROVISIONS FOR SUSPENSION of AWS:

a. AWS will be suspended when necessary so that employees can attend and/or conduct training when the times of the training would conflict with their normal AWS schedule.

b. An employee will continue to participate in the CWS plan while in travel status unless there is a need to change the work schedule, for example, the hours of operation at the travel site differ from those of the employee.

c. In the performance of labor-management activities, employees who are AFGE representatives will be given the opportunity to work the AWS Plan and/or the Credit Hour Plan in accordance with the provisions of this Article. In these circumstances, the CBA Form 1 (AWS Option Form) should be submitted by the Union President to the supporting HR office who will coordinate the request with the supervisor of the affected union official.

d. Emergency temporary suspension of AWS and/or Credit Hours may be made once for up to fourteen (14) days by commander of signatory level to this agreement, for a bona fide emergency, subject to immediate discussions and negotiations with the union.

EMPLOYEE ALTERNATE WORK SCHEDULE (AWS) OPTION FORM

1. EMPLOYEE'S NAME: Last First MI Discontinue	**2. REQUESTED AWS ACTION:** _____ Start _____ Change _____ **3. REQUESTED EFFECTIVE DATE:**

4. PAY PLAN STEP	5. SERIES	6. GRADE	7.

8. POSITION TITLE: DEPARTMENT/SECTION	9. ORGANIZATION	10. Tel:

10. CURRENT BIWEEKLY WORK SCHEDULE:

11. REQUESTED BIWEEKLY WORK SCHEDULE:

_____ **5-4-9: Includes eight (8) workdays of nine (9) hours each plus one (1) workday of eight (8) hours within the biweekly pay period.**

_____ **4-10: Includes eight (8) workdays of ten (10) hours each biweekly pay period. Each workweek will have forty (40) hours of work in it.**

_____ **6-12-8: Includes six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in the bi-weekly pay period.**

_____ **2-8, 2-12: Two 8 hour and two twelve hour work days in an administrative work week.**

_____ **Other: Includes requests for flextime.**

12. EMPLOYEE'S SIGNATURE:	**13. DATE:**
14. MANAGER'S DECISION: _____ **Approved** **EFFECTIVE DATE:** _____ **Disapproved**	**15. APPROVED**
16. MANAGER'S SIGNATURE: **(Attach reasons for disapproval)**	**17. DATE:**
18. CPAC REPRESENTATIVE'S SIGNATURE:	**19. DATE:**
20. UNION'S DECISION: _____ **Approved** _____ **Disapproved** **21. UNION REPRESENTATIVE'S SIGNATURE:**	**22. DATE:**

CBA Form 1

ARTICLE 7
OVERTIME AND/OR COMPENSATORY TIME

SECTION 1. COVERAGE AND DEFINITIONS:

The governing regulations for overtime and/or compensatory time under the Fair Labor Standards Act (FLSA) exempt and nonexempt employees are found at Title 5, Code of Federal Regulations, Section 551.501. Except where an alternate/compressed work schedule is in effect, overtime and/or compensatory time will be paid for time worked by a fulltime bargaining unit employee that exceeds eight (8) hours in a work day or forty (40) hours in a work week.

SECTION 2. PLANNED OVERTIME AND/OR COMPENSATORY TIME:

Planned overtime work/compensatory time work shall be compensated at the appropriate overtime rate to include any shift differential or additional pay to which the employee is entitled, or by compensatory time off given in accordance with applicable regulations.

SECTION 3. EQUAL DISTRIBUTION:

When scheduling overtime and/or compensatory time, the parties agree that overtime and/or compensatory time will be distributed equally among all employees within the trade or occupation within an organizational element. An overtime and/or compensatory time roster will be the primary method used to insure equitable distribution of overtime and/or compensatory time.

a. Employees assigned to work overtime and/or compensatory time must be qualified as determined by the Employer to perform the overtime work in an efficient and expeditious manner. For the purpose of this Section, organizational element is defined as the lowest organizational component.

b. It is recognized that certain factors such as leave, the need for continuity on jobs of short duration, the need for specific skills, employee health limitations, etc., may cause a temporary imbalance in the distribution of overtime. Also, extended sick leave usage or long periods of leave without pay can cause a permanent imbalance in the overtime and/or compensatory time distribution. However, nothing in this Section shall be construed as alleviating the responsibility of the Employer to distribute overtime fairly and equitably over a 12-month period.

c. This Section does not apply to employees assigned to emergency situations requiring immediate action; however, the Employer will avoid the continuous use of a single employee in emergency situations, when other equally qualified employees are available who can react in sufficient time to aid in resolution of the emergency.

SECTION 4. EQUAL DISTRIBUTION – USE OF OVERTIME ROSTERS:

a. Roster Management. The preferred way to insure equal distribution of overtime and compensatory time is to create and use a roster. The Employer will offer and assign overtime

and/or compensatory time work from any roster maintained by the immediate supervisor when time allows. The overtime and/or compensatory time roster may not have to be used in situations such as emergencies and immediate requirements. For example, the Employer may limit the offer or direction to perform overtime and/or compensatory time only to employees present for duty when the need for overtime and/or compensatory time is of short notice, especially when the need arises near the end of the duty shift.

b. Requests to be Relieved of Overtime and/or Compensatory Time. Whenever possible, the activity may, upon request from the employee, relieve that employee from an overtime and/or compensatory time assignment when another employee is available for the assignment, and is willing to work and as long as full requirements can reasonably be met. When an employee requests to be relieved of overtime and/or compensatory time assignment the request must be made in writing. The hours of overtime declined will be documented as such and will be considered as overtime and/or compensatory time hours worked for the purposes of determining the equity of overtime and/or compensatory time distribution.

SECTION 5. NOTIFICATION:

The Employer shall notify affected employees of the requirements for all planned overtime work promptly after establishing firm overtime requirements. Reasonable effort will be made to provide this notice at least twenty-four (24) hours prior to the requirement. In cases where an employee is not in a duty status, during the twenty-four (24) period prior to the assignment of overtime and/or compensatory time, management will personally notify the affected employee of their assignment to the overtime and/or compensatory time. This section does not apply to employees assigned to work situations requiring immediate actions outside and/or beyond regular shifts who must be kept on duty, on an overtime basis.

SECTION 6. SICK LEAVE:

The parties agree that **voluntary** overtime and/or compensatory time will not normally be approved for an employee that has taken unplanned sick leave for their own illness/injury in the same workday unless a medical certificate is provided before the overtime and/or compensatory time is to begin.

SECTION 7. COMPENSATORY TIME:

Compensatory time off shall be earned in accordance with applicable regulations.

a. Nonexempt employees and employees in occupational series covered by Title 38 pay rules who work overtime are entitled to overtime pay. These employees may, however, request or agree, in writing, to compensatory time in lieu of overtime pay.

b. Other than employees in occupational series covered by Title 38 pay rules, exempt employees who work overtime will be compensated with overtime pay or compensatory time off at management's discretion.

c. Compensatory time off may be granted before annual leave is approved except when annual leave will be forfeited.

d. The limit for using compensatory time off is before the end of the twenty-sixth (26th) pay period after which the time was worked. If not used, the unused compensatory time worked will be paid at the employees' overtime rate at which it was earned.

SECTION 8. COMPENSATION WHEN REPORTING TO WORK:

Employees called in to work outside their regular shift hours; who physically report to the work site, shall be compensated for a minimum of two (2) hours, unless the call comes less than two hours prior to the start of the employees regular shift, in accordance with appropriate regulations regardless of whether the employees are required to work or not. An employee called in to work outside their regular shift hours may be promptly excused at the completion of the mission that they were called in to perform; unless their regular shift begins prior to the completion of the mission.

SECTION 9. COMPENSATION:

Employees shall not be required to perform any work or duty before or after their scheduled work hours without compensating the employee by overtime pay or compensatory time in accordance with applicable regulations for such work or duty. If an employee is directed by the Employer to report to a designated location at a specified time prior to, or after completion of his/her scheduled shift hours, such time shall be compensable at the existing overtime rate or compensatory time rate in accordance with applicable regulations.

ARTICLE 8
ELECTRONIC CALL OUT

SECTION 1. PURPOSE:

To create a limited exception to the requirement set forth in Article 7, Section 8, Overtime and/or Compensatory Time for employees to physically come in to work after duty hours by providing minor Information Technology personnel flexibility in responding to a minor Information Technology hardware or software repair tasking outside of their regular shift hours hereinafter termed an "Electronic Call Out".

SECTION 2. COVERAGE:

Bargaining unit employees engaged in Information Technology work who have been provided a government computer and who are tasked with electronic all outs.

SECTION 3. PROVISIONS:

Information Technology personnel tasked to perform electronic call outs which they can accomplish using their government provided computers have the option:

a. Coming in from home to the work area to perform the task. They shall be compensated for a minimum of two (2) hours.

b. Performing the task from home using their government provided computer. They shall be compensated for a minimum of fifteen (15) minutes unless the task requires more than fifteen (15) minutes to complete in which case they will be compensated for the actual time spent.

Access to the Fort Bragg networks will be via the Army provided Terminal Server Access Control System (TSACS) account or other Army approved access method at no cost to the employee. Employees retain the right to request compensatory time or overtime and will provide documentation or appropriate justification for such overtime.

TELEWORK
ARTICLE 9

SECTION 1. TYPES OF TELEWORK:

This Article implements the Department of Defense Telework Policy for Fort Bragg. Current versions of the Department of Defense Telework Policy and Department of Defense Telework Guide must be followed when implementing a telework arrangement at Fort Bragg. DoD offers two types of telework arrangements; "regular and recurring" and "ad hoc", based on the recognition that organizational and employee needs may vary considerably, and should be considered on a case-by-case basis. The intent in offering two types of telework is to provide supervisors, managers, and employees with maximum flexibility to establish an arrangement that is responsive to their particular situation.

SECTION 2. FORT BRAGG SPECIFIC DEFINITIONS:

a. **Ad hoc telework** means approved telework performed on an occasional, one-time, or irregular basis. (Telework of less than one day per pay period is considered ad hoc.)

b. **Alternative Worksite and Work-at-home telework** have the same meaning because all telework arrangements at Fort Bragg will involve work-at-home telework. Work-at-home telework means an approved arrangement whereby an employee performs his or her official duties in a specified work or office area of his or her home that is suitable for the performance of official business

c. **Regular and recurring telework** means an approved work schedule where eligible employees regularly work at least one day per biweekly pay period at an alternative worksite. At Fort Bragg Employer and Employee may not enter into a regular and recurring telework agreement for telework where all days in the entire administrative work week are worked at the alternative worksite. Employees on regular and recurring telework may only work telework if their administrative workweek includes a mix of entire duty days at both the alternative worksite and at the traditional worksite.

d. **Telework** refers to any arrangement in which an employee performs officially assigned duties at an alternative worksite on either a regular and recurring, or on an ad hoc, basis (not including while on official travel).

e. **Telework agreement** means a written agreement, completed and signed by an employee and appropriate official(s) in his or her Component, that outlines the terms and conditions of the telework arrangement. At Fort Bragg, Telework Agreements will cover all subjects covered by the DoD Sample Telework Agreement that is at Appendix A of the DoD Telework Guide as well as any other subjects necessary to reflect agreement on the terms of a particular telework arrangement. The Employee will also complete and sign a safety checklist, similar to Appendix B of the DoD Telework Guide. Copies of Appendix A and Appendix B of the DoD Telework Guide are included at the end of this Article.

f. **Traditional worksite** refers to the location where the employee would work absent a telework agreement.

SECTION 3. FORT BRAGG IMPLEMENTATION OF THE DoD TELEWORK POLICY:

a. An employee who teleworks on a regular and recurring basis must sign a Telework Agreement prior to commencement of teleworking. At a minimum, all telework agreements must address the location and requirements of the alternative worksite, telework schedule, security of official information, protection of Government-furnished equipment, applicable standards of conduct, liability and injury compensation, and Government access to the alternative worksite.

b. A telework arrangement is not a right of either party and may be terminated at will by either the employee or the supervisor. Participation in a telework arrangement will be terminated if an employee's performance does not stay at the "fully successful" level or if the arrangement fails to meet organizational needs.

c. Telework may not be used to replace appropriate arrangements for dependent care.

d. Time spent in a teleworking status must be accounted for and reported in the same manner as if the employee reported for duty at the traditional worksite.

e. An employee who is approved for telework is required to satisfactorily complete all assigned work, consistent with the approach adopted for all other employees in the work group, and according to standards and guidelines in the employee's performance plan.

f. Employees may be approved for telework using an alternative work schedule as described in Article 6 of the collective bargaining agreement.

g. Management reserves the right to require employees to report to the traditional worksite on scheduled telework days, based on operational requirements;

h. Overtime provisions that apply to employees working at traditional worksite apply to employees who telework. Employees may work overtime only when ordered and approved in advance by the supervisor. Instances in which employees perform overtime work without prior supervisory approval may be cause for administrative or disciplinary action.

i. Employees who telework continue to be bound by the Department of Defense standards of conduct while working at the alternative worksite. Therefore, government-furnished equipment will only be used for government work.

j. Telework can only be approved when Employer can provide any necessary government furnished equipment using the standards and guidance contained in paragraph 3 of Department of Defense Telework Guide.

k. There will be no telework approved for entry-level or probationary positions. Telework is usually best used for computer-oriented tasks and functions such as: thinking and writing, policy development; and research. Telework is not usually a good fit when tasks and functions require day-to-day contact with co-workers or customers or which require daily access to classified information. Suitable telework employees will have demonstrated dependability; have the ability to prioritize work effectively, utilize good time management skills, have a proven record of high personal motivation; and have and maintain a performance rating of "fully successful", or equivalent.

SECTION 4. DOCUMENTING TELEWORK ARRANGEMENTS:

a. Telework requests will be submitted in writing to the immediate supervisor. Supervisors will contact their supporting human resources immediately if an employee requests telework, regardless of whether they initially intend to approve or disapprove the request. Employees are encouraged to contact AFGE Local 1770 for information on telework benefits, risks and procedures.

b. Supporting HR will process all Telework Agreements and the safety checklist, with input from both the supervisor and the employee. The supervisor and the supporting HR office will maintain copies of all executed telework agreements and all safety checklists. The supporting HR office will provide AFGE Local 1770 a copy of executed telework agreements for bargaining unit employees.

c. The supporting information management office must review and provide advice to the supervisor on network security, information security and government equipment availability (when needed) prior to approval of a telework agreement by the Employer.

APPENDIX A

SAMPLE TELEWORK AGREEMENT
DEPARTMENT OF DEFENSE

The following constitutes the terms and conditions of the telework agreement between:

Employee:

Last Name **First Name** **Middle Initial**

Title

Pay Plan **Series** **Grade**

and

DoD Component

Days in Biweekly Pay Period Employee is Authorized to Telework

The employee is approved to work at the approved alternative worksite specified below in accordance with the following schedule

DAY	PER WEEK	PER PAY PERIOD	WORK SCHEDULE		DUTY HOUR *(specify hours of work and lunch break*
			Fixed or Alternative	FWS or CWS	
MON					
TUES					
WED					
THURS					
FRI					

Alternative Worksite

The employee's alternative worksite is:

☐ **Home office or work area**

Address: _____

Location of home office or work area: _____

Phone: _____

Fax: _____

Email: _____

☐ **GSA Telework Center**

Address: _____

Phone: _____

Fax: _____

Email: _____

☐ **Other Approved Alternative Worksite**

Address: _____

Phone: _____

Fax: _____

Email: _____

Changes to Telework Arrangement

Employees who telework must be available to work at the traditional worksite on telework days on an occasional basis if necessitated by work requirements. Requests by the employee to change his or her scheduled telework day in a particular week or biweekly pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements.

A permanent change in the telework arrangement must be reflected in a new Telework Agreement.

Work-at-Home Telework

It is the responsibility of the employee to ensure that a proper work environment is maintained while teleworking.

Work-at-home teleworkers must complete and sign a safety checklist that proclaims the home safe for an official home worksite, to ensure that all the requirements to do official work are met in an environment that allows the tasks to be performed safely. The employee agrees to permit access to the home worksite by agency representatives as required, during normal working hours, to repair or maintain Government-furnished equipment, and to ensure compliance with the terms of this telework agreement.

For work at home arrangements, the employee is required to designate one area in the home as the official work or office area that is suitable for the performance of official Government business. The Government's potential exposure to liability is restricted to this official work or office area for the purposes of telework.

The employee acknowledges that telework is not a substitute for dependent care.

The Government is not responsible for any operating costs that are associated with the employee using his or her personal residence as an alternative worksite, including home maintenance, insurance, or utilities.

Official Duty Station

The employee's official duty station for such purposes as special salary rates, locality pay adjustments, and travel is _____ The official duty station corresponds to that found on the most recent SF 50, Notification of Personnel Action.

Time and Attendance, Work Performance and Overtime

Time spent in a teleworking status must be accounted for and reported in the same manner as if the employee reported for duty at the traditional worksite.

The employee is required to satisfactorily complete all assigned work, consistent with the approach adopted for all other employees in the work group, and according to standards and guidelines in the employee's performance plan.

The employee agrees to work overtime only when ordered and approved by the supervisor in advance. Employees who work overtime without such prior approval may be subject to administrative or disciplinary action.

Security and Equipment

No classified documents (hard copy or electronic) may be taken to an employee's alternative worksite. For regular and recurring telework, sensitive unclassified material, including Privacy Act and For Official Use Only data, may only be used by teleworkers provided with Government-furnished equipment. The employee is responsible for the security of all official data, protection of any Government-furnished equipment and property, and carrying out the mission of DoD at the alternative worksite. Government-furnished equipment must only be used for official duties and family members and friends of teleworkers are not authorized to use any Government furnished equipment

Where the employee has been approved by the Component DAA to use their personal computers and equipment for telework on non-sensitive unclassified data, remote access software must not be loaded into employee's personal computers for official purposes. The employee is responsible for the installation, repair and maintenance of all personal equipment.

The Component is responsible for the maintenance of all Government-furnished equipment. The employee may be required to bring such equipment into the office for maintenance. The employee must return all Government-furnished equipment and materials to the agency at the conclusion of teleworking arrangements or at the Component's request.

Liability and Injury Compensation

The Government is not liable for damages to the employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military and Civilian Employees Claims Act.

The employee is covered by the Federal Employees Compensation Act (FECA) when injured or suffering from work-related illnesses while conducting official Government business. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative worksite while performing official duties and to complete any required forms.

Standards of Conduct

The employee acknowledges that he/she continues to be bound by the Department of Defense standards of conduct while working at the alternative worksite and using Government-furnished equipment.

Mileage Savings

The employee estimates that the telework arrangement will result in a reduction of approximately _____ miles traveled in commuting per week.

Termination of the Telework Agreement

This telework agreement can be terminated by either the employee or the supervisor by giving advance written notice. Management shall terminate the telework agreement should the employee's performance not meet the prescribed standard, or the teleworking arrangement fails to meet organizational needs.

Date of Commencement

The telework arrangement covered by this Agreement will commence on:

_____
(Date)

Signatures:

_____
Employee **Date**

_____
Supervisor **Date**

APPENDIX B

SAMPLE SAFETY CHECKLIST DoD TELEWORK PROGRAM	
The following checklist is designed to assess the overall safety of the home worksite. The participating employee should complete the checklist, sign and date it, and return it to his or her supervisor (and retain a copy for his or her own records).	
1. Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance?	Yes [ ] No [ ]
2. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires or fixtures, exposed wiring on the ceiling or walls)?	Yes [ ] No [ ]
3. Will the building's electrical system permit the grounding of electrical equipment (a three-prong receptacle)?	Yes [ ] No [ ]
4. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?	Yes [ ] No [ ]
5. Are file cabinets and storage closets arranged so drawers and doors do not enter into walkways?	Yes [ ] No [ ]
6. Are phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard?	Yes [ ] No [ ]
Employee's Signature _____ **Date**_____	

NAME:_____

COMPONENT:_____

POSITION:_____

ADDRESS: _____

LOCATION OF DESIGNATED HOME OFFICE OR WORK AREA:_____

HOME TELEPHONE:_____

SUPERVISOR'S NAME:_____

ARTICLE 10
REST PERIODS

SECTION 1. GRANTING REST PERIODS:

Brief rest periods are normally appropriate for most types of work. Supervisors may, at their discretion, suspend a particular rest period to meet a work situation which must be immediately addressed. However, the supervisor should consider whether delaying the rest period will really resolve the work situation before suspending the rest period.

SECTION 2. TIME OF REST PERIODS:

Rest period will be considered duty time and included in the daily tour of duty. Each Unit employee may be granted a fifteen (15) minute rest period during each four (4) hours of continuous duty. Insofar as practical, the rest periods will be at the approximate midpoint of the four (4) hour duty period. Where continuous coverage of a function is required, rest period may be staggered to accommodate work load.

SECTION 3. MISUSE OF REST PERIODS:

The parties agree that rest periods may not be contiguous to the lunch period, granted immediately after the beginning of the work shift, granted immediately prior to quitting time, nor shall they be accumulated.

SECTION 4. SMOKING BREAKS:

There is no such category as a "smoke break" at Fort Bragg. If an employee wishes to smoke, in a designated smoking area, they may do so during their granted rest period(s).

ARTICLE 11
HOLIDAYS

SECTION 1. HOLIDAY ENTITLEMENT:

Full-time employees are entitled to all Federal holidays now prescribed by law, Executive Order, and any that may be later added by law, and all holidays, days of mourning and/or any such type days that may be designated by Executive Order and/or other appropriate authority. Current Federal holidays are listed below:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September

Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

SECTION 2. HOLIDAY PAY:

Employee(s) who are scheduled to work on an established holiday will be compensated for such work at the rate of basic pay plus premium pay at a rate equal to the rate of his/her basic pay.

SECTION 3. HOLIDAY AND DAYS OFF:

Management will not alter an employee's day off to avoid paying holiday premium pay.

SECTION 4. IN-LIEU OF HOLIDAY:

If a full-time employee's regular day off falls on a Federal holiday, and they do not work the holiday, the employee is entitled to an "in-lieu of holiday". The in-lieu of holiday is taken on the first workday before the holiday if the actual holiday falls on a Monday through Saturday. The holiday is the first workday after the holiday if the actual holiday falls on a Sunday. In the very rare situation where conditions described in 5 U.S.C. 6131(b) exist, management may find it necessary to determine that a different "in lieu of" holiday is necessary to prevent an adverse agency impact.

SECTION 5. PART-TIME EMPLOYEES:

Holiday entitlements for part-time employees may vary from full-time employees. Provisions governing entitlements for part-time employees are outlined in the Code of Federal Regulations.

ARTICLE 12
ANNUAL LEAVE

SECTION 1. EARNING ANNUAL LEAVE:

Employees accrue and have a right to use annual leave in accordance with Agency regulations. The determination as to time and amount of leave granted at any specific time is made by the supervisor, considering such factors as workload, staffing and training requirements, and the employee's desires as determining factors.

SECTION 2. USE OF OPM FORM 71:

An OPM Form 71 will be utilized to request and document all annual leave. The Employer will approve or disapprove the request and return the original OPM Form 71 to the employee within seven (7) calendar days of receipt when leave is scheduled to begin more than 7 days after the request. Requests made seven (7) days or less in advance will be acted upon and returned

expeditiously. Employees must follow-up on all leave requests until they get an approval or disapproval on the request.

SECTION 3. REQUEST FOR ANNUAL LEAVE:

a. All requests for annual leave must be made by the employee to the immediate supervisor or an individual designated by the supervisor. The minimum request for annual leave shall be in increments of fifteen (15) minutes. Annual leave for short periods may be granted upon request of the employee subject to workload and manpower requirements. Work leaders who are not supervisors can approve up to eight (8) hours annual leave when designated by the Employer (to include when this authority is included in a position description). If a work leader recommends against the leave request the employee may take it to the supervisor for approval/disapproval. Submission of a leave request does not entitle the requester to annual leave. Absence Without Official Leave (AWOL) can be charged when an employee is absent without confirming that a requested leave has been approved.

b. Request for annual leave in periods of forty (40) hours or more for non firefighters, or seventy-two (72) hours or more for firefighters may be granted, subject to workload requirements and available manpower, provided the employee gives advance notice of not less than four (4) weeks. Accrued annual leave will be approved or disapproved within seven (7) calendar days of receipt.

c. Under extenuating circumstances, an employee may request forty (40) hours or more of annual leave with less than four (4) weeks notice. The supervisor's approval or disapproval of such a request will be based on mission requirements and with consideration of coworkers scheduled and approved leave requests.

SECTION 4. CANCELLING APPROVED LEAVE:

Approved leave will only be cancelled in extreme emergencies. When time allows, supervisors will ask the employee if they have made any non-reimbursable expenditures if the supervisor is considering canceling an approved leave. The supervisor will give great weight to employee non-reimbursable expenditures before making a decision to cancel leave. Employees will provide evidence of any claimed non-reimbursable expense(s) when requested. When the Employer finds it necessary to cancel previously approved leave, the reasons will be provided in writing to the employee.

SECTION 5. UNEXPECTED SITUATIONS:

A request for annual leave to cover unexpected situations that occur before the beginning of a scheduled shift will be made at the earliest possible opportunity, but no later than one (1) hour after the beginning of the scheduled shift, and will be approved or disapproved on a case-by-case basis. Personal requests for unexpected annual leave, once at the work place, will be approved or disapproved on a case-by-case basis. An unexpected situation is defined as a situation where the employee had no prior knowledge of the event. Work leaders, when authority is delegated to them, can approve short term (not to exceed three (3) days) unexpected leave for emergencies.

The requester may ask the supervisor for approval if the work leader recommends against approval of an unexpected leave.

SECTION 6. USE OR LOSE LEAVE:

All use or lose leave must be scheduled in writing by 1 July. Any use or lose annual leave, which has been denied, must be rescheduled in writing at least three (3) pay periods prior to the end of the leave year before forfeited leave can be considered for restoration. Restoration of forfeited leave will be processed in accordance with applicable Agency regulations. A fully completed OPM 71 (Application for Leave) satisfies the written scheduling requirement.

SECTION 7. **MEDICAL CENTER LICENSED NURSING PERSONNEL:**

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

b. During the official Thanksgiving Holiday Season, beginning at 12:01 a.m. on the Saturday prior to Thanksgiving and ending at midnight on the Sunday following Thanksgiving, and the official Christmas Holiday Season, beginning at 12:01 a.m. the Saturday prior to Christmas and ending at 11:59 a.m. the Sunday following New Years Day, employee's leave requests will be restricted to Thanksgiving, Christmas or New Year's holiday week, but not both. In the event of conflict as to choice of vacation periods, an approved annual leave plan will be given first priority. In the absence of an approved annual leave plan, the earliest dated leave request will be considered first. Once an employee has selected a vacation period, they shall not be permitted to change their selection if such change would disturb the choice of another employee unless an exchange is mutually agreeable to the affected employee(s) and the Employer approves the change.

c. At the request of an employee, the Employer may consider exceptions to the above-referenced (7a and 7b) provisions under extenuating circumstances and on as case-by-case basis.

SECTION 8. ANNUAL LEAVE PLAN:

An employee who has submitted an annual leave plan that has been approved by the Employer will not have leave cancelled except in extreme emergency. An employee may choose to submit an annual leave plan by 1 February of each year, to identify the employee's leave desires for the period ending 31 January of the following year, in order to resolve conflicts among employee leave requests. The plan will be reviewed and a decision regarding approval or disapproval, in whole or part, will be returned to the employee NLT 1 March. Annual leave plans will be evaluated in two categories: leaves of forty (40) hours or more and leaves of less than forty (40) hours. Within each category, seniority based on Service Computation Date (SCD) Leave date will be used to resolve conflicts between requests. The dates requested for a leave in the forty (40) hour or more category will be given priority when approving leave requests in both categories would create a conflict impairing operations in an organization. An employee may change their approved annual leave plan if the change will not impact the approved leave of another employee.

SECTION 9. LEAVE TRANSFER PROGRAM:

Currently, only annual leave may be donated. Donations to specified employees will be made in accordance with the Agency leave transfer program.

SECTION 10. ADVANCED ANNUAL LEAVE:

Request for advance leave will be submitted in writing to the supervisor. The supervisor will transmit the request promptly to the Activity Commander or the Commanders delegate. The requester will be advised of the decision expeditiously. Advanced leave may be granted up to the number of hours the employee will accrue in the remainder of the leave year.

ARTICLE 13
SICK LEAVE

SECTION 1. OPM FORM 71:

An OPM Form 71 will be utilized to request and document all sick leave.

SECTION 2. SICK LEAVE ACCRUAL:

Employees shall earn and may be granted sick leave in accordance with applicable statutes and regulations.

SECTION 3. REQUEST FOR SICK LEAVE:

Employees will request sick leave from their supervisor, or an individual designated by their supervisor, if they are prevented from reporting to work because of an incapacitating illness or injury. The minimum request for sick leave will be in fifteen (15) minute increments.

3a. DUTY SECTIONS THAT DO NOT OPERATE AROUND THE CLOCK Employees will provide the information necessary to support their request for sick leave prior to the start of their scheduled shift. These employees must request sick leave within the first thirty (30) minutes after the beginning of their scheduled shift, if they are unable to request sick leave prior to the start of their shift.
3b. DUTY SECTIONS THAT DO OPERATE AROUND-THE-CLOCK Employees will make every reasonable effort to provide the information necessary to support their request for sick leave at least two (2) hours prior to the beginning of their scheduled shift but will insure that notice is given prior to the start of their shift.
3c. USE OF VOICE MAIL AND E-MAIL The primary means of requesting unplanned sick leave is via telephone communication with the approving supervisor or their delegate on each day of sick leave. Employees may send an e-mail or leave a message (with phone number where they can be contacted) on their supervisor's work site answering machine before work or within the first thirty (30) minutes (only employees in Section 3a, above) as a supplement to calling by telephone. Both parties to this contract acknowledge that there are difficulties inherent in the use of e-mail or voicemail for sick leave requests. **Therefore, employees must continue to make**

timely telephone requests for sick leave unless they receive confirmation that their e-mail or voicemail was received by a supervisor with authority to grant sick leave. Voicemail may also be left within thirty (30) minutes after the start of the shift (only employees covered in Section 3a, above) in situation where the employee was unable to speak directly with their supervisor or the individual designated by their supervisor to receive requests for unscheduled sick leave.

SECTION 4. PRIOR SUBMISSION OF AN ACCEPTABLE MEDICAL CERTIFICATE: Employees must request sick leave from their supervisor on a daily basis except as provided in this Section (Article 13 Section 4). Employees may submit an acceptable medical certificate, to their supervisor, prior to the effective date of sick leave usage. If an employee submits an acceptable medical certificate prior to taking sick leave the employee does not have to make daily calls to request sick leave for the period covered by the medical certificate.
SUBMISSION OF AN ACCEPTABLE MEDICAL CERTIFICATE DURING USE OF SICK LEAVE: Employees may submit an acceptable medical certificate, to their supervisor, during their period of sick leave usage. If an employee submits an acceptable medical certificate during the period of sick leave usage the employee does not have to make daily calls to request sick leave for the period covered by the medical certificate.

SECTION 5. ILLNESS WHILE AT WORK: An employee who becomes ill at work will request sick leave from their immediate supervisor, designee, or other official in their supervisory chain prior to departing the worksite except when emergency care is necessary. The employee will provide verification of emergency care whenever the employee leaves the worksite without providing notice to the supervisor or supervisory chain.

SECTION 6. EXTENDED ILLNESSES: The employee will furnish an acceptable medical certificate if the employee utilizes sick leave for more than three (3) consecutive workdays, notwithstanding the fact that those days may be interrupted by day(s) off. Firefighters must provide an acceptable medical certificate if the employee utilizes sick leave for more than two (2) consecutive scheduled shifts. **Except for the exception specified in SECTION 8 below**; each employee shall furnish an acceptable medical certificate within three (3) days after they return to work. Sick leave will be granted for all periods of absence due to sickness or injury covered in the medical certificate.

SECTION 7. DEFINITION OF A MEDICAL CERTIFICATE: An acceptable medical certificate is an original medical certificate which contains, as a minimum: the name of the facility and/or provider, address, and telephone number of the provider, and is signed by a registered practicing physician, licensed practitioner, or other appropriate medical office personnel. The medical certificate must also state that the employee was incapacitated and describe the period of incapacitation. **Details of the diagnosis and treatment are not required on the medical certificate.** Employees that have been issued a letter of requirement shall provide an acceptable medical certificate to cover any absence due to sickness regardless of duration.

SECTION 8. HOLIDAY PERIOD SICK LEAVE PROCEDURES FOR ALL NONFIREFIGHTER 24 HOUR 7 DAY A WEEK WORKSITES: Employees must use this

augmented sick leave request procedure when requesting sick leave for the period beginning at 12:01 a.m. on the Saturday prior to Thanksgiving and ending at midnight on the Sunday following Thanksgiving and also, beginning at 12:01 a.m. the Saturday prior to Christmas Day and ending at midnight the Sunday following New Years Day. Employees must provide their immediate supervisor with an acceptable medical certificate when they return to work for any amount of sick leave used during the period.

SECTION 9. SCHEDULED APPOINTMENTS: To assist the Agency in providing the employees the opportunity to use their sick leave for non-emergency medical, dental, or optical appointments, employees must request sick leave at least three (3) days prior to the date of the appointment.

SECTION 10a. LETTER OF REQUIREMENT: A Letter of Requirement will be issued to any employee by the Employer where there is reason to suspect the employee is abusing sick leave. For example, a pattern of sick leave usage not verified by acceptable medical certificates or excessive sick leave usage may result in a Letter of Requirement. A Letter of Requirement will be reviewed after six (6) months from the date of issue. If the conditions of the Letter of Requirement have been met, the letter will be withdrawn; otherwise, the requirement will be extended for an additional sit (6) month period.

SECTION 10b. CHRONIC CONDITIONS: Managers will use discretion before imposing a letter of requirement on an employee who suffers from a medical condition documented in a medical certificate or physician's diagnosis as a chronic or long-term condition during the duration of that condition or when the duration of the condition is uncertain.

SECTION 11. UNEARNED SICK LEAVE: Unearned sick leave may be requested in accordance with applicable statutes and regulations.

SECTION 12. ELIGIBILITY FOR LEAVE TRANSFER PROGRAM: Employees should contact their Civilian Personnel Coordinator or the Civilian Personnel Advisory Center for information on eligibility for the Leave Transfer Program.

ARTICLE 14
OTHER LEAVES AND ABSENCES

SECTION 1. LEAVE WITHOUT PAY: All requests for leave without pay, regardless of duration, are subject to the approval of the employee's immediate supervisor. Leave without pay (LWOP) may be granted in accordance with applicable laws, issuances, regulations and work load requirements.

Employees in an approved LWOP status will accrue rights and privileges with respect to retirement status and coverage under the Federal Employees Group Life Insurance (FEGLI) and the Federal Employees Health Benefits (FEHB), only to the extent authorized by law or regulation.

SECTION 2. LEAVE WITHOUT PAY AND UNION REPRESENTATIVES: Employees accepting full-time positions at the national or district level may be granted leave without pay in

increments up to one (1) year. Employees may request extensions in increments up to one (1) additional year.

SECTION 3. BLOOD DONATIONS: employees who volunteer as blood donors (which excludes donation for compensation, or for their own blood bank) and actually donate blood, to the American Red Cross, military hospitals or other local blood donation facilities, that service the Fort Bragg area, or respond to emergency calls for blood donations within the Fort Bragg area, may be authorized up to four (4) hours excused absence for the blood donation recovery. The excused absence must be taken on the day the blood is donated. The blood donor will submit an OPM Form 71 requesting excused absence for blood donation, which includes in the remarks section the Agency where the blood donation will be made. Supervisors can deny a request based upon mission requirements. Following a donation the employee will furnish their supervisor documentation from the blood facility verifying the blood donation time and date.

SECTION 4. BONE MARROW OR ORGAN DONATION: In accordance with Title 5, United States Code, Section 6327 employees are entitled to up to seven (7) days of paid leave each calendar year to serve as bone marrow donors. Employees are entitled to up to thirty (30) days of paid leave for organ donation.

SECTION 5. AGENCY REQUIRED MEDICAL EXAMINATIONS: Employees obtaining examinations required by the Agency shall be on administrative excused time. Any employee receiving a medical examination on the date of an alleged on-the-job injury shall be on administrative excused time. Employees who seek medical examination for an alleged Occupational Illness or Disease are not entitled to administratively excused time.

SECTION 6. COURT LEAVE: Court leave is granted in accordance with applicable law and regulations. Court leave is the authorized absence, without charge to leave or loss of compensation, of an employee from official duty who is summoned to act as a juror or witness for any party in connection with any judicial proceeding to which the United States, District of Columbia, or a state or local government is a party. Employees, who are attending court as a witness in their official capacity, are on duty time. This provision does not apply to intermittent employees or employees in a leave without pay status.

6a. When the employee is called to be a witness or juror, the employee will immediately notify their supervisor and submit a copy of the subpoena or summons.

6b. Upon completion of the service, the employee will submit written evidence of the dates the employee served as a witness or juror.

6c. The Employer may provide a written request for excusal from the duty for an employee who services are required at the work site.

6d. If an employee is excused from court service with sufficient time to enable the employee to return to the work sit, for at least two (2) hours of the scheduled workday, the employee shall return to duty unless granted appropriate leave by the supervisor. It is the employee's responsibility to request and receive approval prior to taking leave.

6e. All jury/witness fees received for services for a period when the employee is granted court leave must be turned in to the employing activity and the employee will be paid in accordance with applicable DoD regulations. Employees should provide the remittance check for court

services to the Civilian Personnel Advisory Center. Employees may contact their Civilian Personnel Coordinator for additional information.
6f. An evening or night shift employee who performs court service during the day may elect to be granted court leave for the employee's regularly scheduled evening or night tour of duty. The employee will continue to be entitled to night differential in accordance with applicable laws or regulation.
6g. To meet mission requirements, the Employer may change any other Employee's shift or days of work to enable the Employee who has been summoned to meet jury duty or court service requirements. The Employer and the Union have a duty to bargain over changes in working conditions that may result from coworkers' changes in shifts, and/or tours of duty as a result of the need to grant court leave. Therefore, managers should contact the Civilian Personnel Advisory Center before making changes so that negotiations can be initiated.

SECTION 7. VOTING LEAVE: Administrative excused time may be granted to employees if they request it for the purpose of voting in North Carolina for elections or referendums, subject to the following: (Note the polls in North Carolina are open from 6:30 a.m. until 7:30 p.m. on election day).
a. Employees holding voting residence within a forty (40) mile radius from the center of Fort Bragg shall be granted excused time to vote which will permit them to report for work within three (3) hours after the polls open, or leave work within three (3) hours before the polls close, whichever will cause the least period of absence.
b. An employee residing more than forty (40) miles from Fort Bragg (or living out of state) may coordinate his request for annual leave with his supervisor to obtain the time necessary to exercise voting privileges. Voting arrangements requiring leave will be made with the employee's immediate supervisor prior to Election Day to prevent interruption to work operations.

SECTION 8. ADMINISTRATIVE LEAVE FOR UNION REPRESENTATION: Any employee requesting administrative leave to speak to an Officer and/or Steward will complete an OPM 71, checking the "other" block and indicating in the remarks section that they are seeking assistance from and going to the Union. The specifics of the issue/concerns need not be placed on the OPM 71. The OPM 71 will be completed and approved by the supervisor prior to the employee leaving the work area. If the supervisor denies the request, to prevent undue disruption of the work, the supervisor will recommend an alternate date and time.

SECTION 9. FAMILY MEDICAL LEAVE ACT: The Family and Medical Leave Act (FMLA) of 1993, gave the majority of Federal employees an entitlement to a total of twelve (12) weeks (480 hours) of unpaid leave to care for:

1. The employee's spouse, child or parent with a serious health condition; and
2. A serious health condition that makes the employee unable to work;
3. The birth of a child, and the care of the child;
4. The placement of a child with the employee for adoption or foster care.

FMLA implementing regulations are at 5 CFR 630. To be eligible for FMLA an employee must have been employed by the Federal government for at least one (1) year (not necessarily served in consecutive months). Intermittent employees or employees appointed under temporary appointments with a time limitation of one year or less are not entitled to FMLA. Upon the

employees return from FMLA, the employee is entitled to be restored to the same or an equivalent position he or she held when the leave began.
Under certain conditions, FMLA may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family medical leave.
9a. The employee should invoke their entitlement to FMLA no less than thirty (30) days from: the date circumstances require the leave to begin, or as soon as the employee is aware of the need to invoke FMLA.
9b. Prior to taking FMLA, an employee must provide their immediate supervisor with a completed U.S. Department of Labor Form WH-380 (available on the Office of Personnel Management web site), Certification of Health Care Provider (Family and Medical Leave Act of 1993).
9c. An employee may elect to substitute annual leave and/or sick leave for any unpaid leave under the FMLA.
9d. If the employee requires FMLA to schedule a medical appointment, the employee will make a reasonable effort to consult with the supervisor prior to scheduling medical appointments so that the work is not unduly disrupted.
9e. An employee who takes FMLA, as LWOP, is entitled to continue their Federal Employees Health Benefits (FEHB). An employee may do so by paying the employee share of the premiums on a pay period basis, or by payment in full upon their return to duty.

SECTION 10. FAMILY FRIENDLY LEAVE ACT: For the purposes of the Family Friendly Leave Act (FFLA) and this Section a "family member" is defined as "any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship".
10a. In accordance with 5 CFR 630.401, sick leave shall be granted when an employee:

1. Provides care for a family member, who is incapacitated, as a result of medical or mental illness; pregnancy; child birth; or medical, dental or optical examinations or treatment;
2. Makes arrangements necessitated by the death of a family member or attends a funeral of a family member;
3. Would, as determined by health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease(s);
4. Request leave for the purposes of adoption. This is in addition to any entitlement of leave granted under the Family and Medical Leave Act of 1993.

10b. Employees may use a total of up to forty (40) hours of earned sick leave each year for family care of family bereavement purposes. Employees may use an additional sixty-four (64) hours of sick leave if eighty (80) hours of sick leave is available in their leave balance. The total entitlement under FFLA can be up to one-hundred four (104) hours per year, dependent upon the sick leave balance in each employee's leave account. If the employee does not use any or the entire amount of sick leave provided under the FFLA, these hours cannot be accumulated and carried-over to succeeding years.
10c. Firefighters, or other employees who work a regularly scheduled uncommon tour of duty (greater than eighty (80) per pay period) may use the number of hours of sick leave normally accrued by that employee during a leave year. Employees who work a regularly scheduled uncommon tour of duty must meet the leave balance criteria outline in 10b of this Section.

10d. Employees who are entitled to FFLA and meet the requirements outlined above in Section 10a, and either 10b or 10c may be allowed to substitute sick leave during a period of annual leave.
10e. When requested by the Supervisor, the employee will provide their supervisor with acceptable evidence to substantiate their request for FFLA.

SECTION 11. MILITARY LEAVE: Military Leave is granted to full-time employees, and part-time employees (prorated) whose appointments are not limited to one (1) year or less. The employee is entitled to time off at full pay for certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces.
11a. Full-time employees earn fifteen (15) days of military leave per fiscal year for active duty, active duty training, and inactive duty training. Part-time employees earn military leave on a prorated basis. An employee can carry over a maximum of fifteen (15) days of military leave into the next fiscal year.
11b. An employee may be charged military leave only for hours that the employee would otherwise have worked and received pay.
11c. An employee must request military leave, in advance on an OPM 71. The employee must attach a copy of the orders which verify their call-up status. Such a request will be granted by the supervisor.

SECTION 12. OTHER LEAVES: All leaves not specifically covered in this agreement, which may fall under any existing or future law, or DoD regulation, shall be administered in accordance with the governing authority.

ARTICLE 15
EMPLOYEE SERVICES

SECTION 1. STORAGE FACILITIES: The Employer agrees to provide, if possible, locker facilities for employees who are required to change clothing in connection with official duties. When an employee is provided tools and/or equipment by the Employer for which they are personally accountable, the Employer will provide storage facilities to secure those items while the employee is not on duty. Such facilities will also be provided to protect personal items for on-duty employees in situations where the Employer determines it is necessary to do so according to internal security practices.

SECTION 2. RESTROOM FACILITIES: The Employer agrees to furnish clean and sanitary restroom facilities, with a reasonable amount of privacy, for the use of all employees. The parties agree the nature and location of individual duty assignments are factors which affect the nature of restroom facilities furnished.

SECTION 3. REASONABLE TIME TO WASH: Provided it does not impact on assigned work, employees may be granted reasonable time to wash their hands immediately prior to eating the noon meal and, when necessary, time to wash their person and change clothes immediately prior to end of shift.

SECTION 4. PARKING: Parking will be in accordance with applicable parking policies, regulations, or guidance. The Employer agrees to provide parking facilities, at no cost, for employees. It is further agreed that the Employer may substitute parking areas when construction, repairs, renovations, etc., are necessary.

SECTION 5. CHILD CARE FACILITIES: The Fort Bragg Child Development Centers are available to employees at the customary cost, subject to regulations.

ARTICLE 16
OFFICIAL PERSONNEL FOLDERS

SECTION 1. DOCUMENTATION: Employees are encouraged to safeguard and maintain copies of documents provided to them as a result of personnel actions affecting their employment, thereby minimizing the need to request additional copies. Employees are encouraged to keep their personnel files up-to-date and may request to review their Official Personnel Folder (OPF).

SECTION 2. ANNUAL REVIEW OF THE OPF: Upon request of the employee, their OPF will be requested on their behalf. The OPF cannot be removed from the Civilian Personnel Office. A reasonable amount of administrative leave, on an annual basis, will be granted for this purpose.

SECTION 3: DESIGNATED REPRESENTATIVES REVIEW OF THE OPF: The OPF will be made available for the use of a designated representative upon a written request signed by the employee. The OPF cannot be removed from the Civilian Personnel Office.

SECTION 4: COPIES OF THE OPF: When a bona fide need is demonstrated, an employee may request and will be provided a copy of documents maintained in their OPF, within a reasonable period of time, provided such documents may be reproduced in accordance with governing regulations.

SECTION 5. DEROGATORY INFORMATION: Derogatory material which might reflect adversely upon the employee's character or career, will not be placed in the OPF without their prior knowledge.

SECTION 6. NOTICE OF REPRIMAND: A Notice of Reprimand will be removed from the OPF upon expiration of the time limits specified in the action or when removal is otherwise directed by appropriate authority.

ARTICLE 17
TOTAL ARMY PERFORMANCE EVALUATION SYSTEM

SECTION 1. TOTAL ARMY PERFORMANCE EVALUATION SYSTEM: The Fort Bragg Total Army Performance Evaluation System (TAPES) is not part of this Agreement. Provisions of the negotiated Fort Bragg TAPES plan will be followed with regard to evaluating Employee performance. The Fort Bragg TAPES plan may be found on the Fort Bragg Civilian Personnel Advisory Center (CPAC) website.

ARTICLE 18
INTERNAL PLACEMENT PLAN

SECTION 1. INTERNAL PLACEMENT PLAN: The Fort Bragg Internal Placement Plan is not part of this Agreement. Provisions of the negotiated Fort Bragg Internal Placement Plan application procedures will be followed with regard to internal placement announcements and the placement of bargaining unit employees in bargaining unit positions. The Fort Bragg Internal Placement Plan may be found on the Fort Bragg Civilian Personnel Advisory Center (CPAC) website.

ARTICLE 19
ALCOHOL AND DRUG POLICIES

SECTION 1. ALCOHOL AND DRUG POLICIES: Fort Bragg's negotiated Drug and Alcohol Consumption Policy, Drug and Alcohol Testing Policy and Drug and Alcohol Testing Policy for Employees who require a Commercial Drivers License to perform the duties of their position are not part of this Agreement. Provisions of the:

A. Commercial Drivers License Alcohol and Drug Testing Policy,
B. Testing Designated Position Drug Testing Policy and,
C. Alcohol and Drug Consumption Policy

may be found on the Fort Bragg Civilian Personnel Advisory Center (CPAC) website.

ARTICLE 20
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. PURPOSE: The Employer and the Union agree to promote the Employee Assistance Program (EAP). The EAP is a voluntary program for employees or employee family members, family members of active duty and retired military. The program helps with alcohol, drug, emotional, financial and, or other personal problems. The EAP provides free initial assessment counseling and referral services of medical, behavioral, stress, and marital problems. Employees and supervisors will be informed about the program through this Agreement, joint Employer and Union training, and the EAP Program Manager.

SECTION 2. METHODS OF REFERRAL: Although the function of the EAP is assessment, short term counseling and referral services, the employee will not be required to participate in the program, nor will an employee be penalized for declining the services of the EAP. To receive help contact the EAP Assistant, (910) 396-5784, and an appointment will be arranged. Methods of referral include:

a. Self Referral
b. Management Referral
c. Union Referral

d. Medical Referral
e. Investigative/ Legal Referral

SECTION 3. CONFIDENTIALITY:
a. The Employer and the Union recognize that all confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, rules, and regulations. Employees are under no obligation to enroll and the discussion of personal information is kept strictly between the employee and the counselor, unless the employee gives permission to release. The EAP is fully supported by the Federal Government and Fort Bragg in accordance with AR 600-85.
b. Employees who are proposed for disciplinary or performance related actions are encouraged to make supervisors aware of participation in EAP or other counseling in order that the supervisor can fully consider all aspects of the situation.

SECTION 4. LEAVE ASSOCIATED WITH EAP: Employees must request and receive permission, via OPM 71, prior to leaving the worksite, to attend a scheduled EAP appointment. Employees undergoing counseling at the Employee Assistance Program worksite will be granted Administrative Leave, without charge to their own leave balance. The supervisor may contact the Employee Assistance Program Manager to determine the amount of Administrative Leave the employee utilized. An employee may request leave (sick leave, annual leave, or leave without pay) for the purpose of attending referral appointments/treatment recommended by the EAP Manager.

SECTION 5. FAMILY MEMBER SERVICES: Family members of civilian employees are eligible to receive services by the Employee Assistance Program. These services, directly provided by the EAP, are offered at no cost to the family member. However, some outside referrals may incur a fee to be seen. These expenses may sometimes be covered by group medical insurance or by TRICARE for those who are enrolled in the program.

SECTION 6. EAP LOCATION: The EAP is located on Fort Bragg, NC. You may contact the EAP at (910) 396-5784.

ARTICLE 21
ADVERSE WEATHER CONDITIONS

SECTION 1. COVERAGE: This article only applies to adverse weather situations where all or part of the activities at the installation (to include tenant activities) may be suspended by management due to adverse weather conditions or work conditions altered due to extreme heat or cold weather. Managers and supervisors will be informed of the implementation of this condition through command channels. Adverse Weather Employees are those employees who perform essential duties which insure the continuity of vital medical functions, public and Agency safety functions, national defense functions or other critical operations/functions that are required to continue regardless of weather conditions.

SECTION 2. NOTIFICATION: Employees may be informed of the implementation of adverse weather conditions through command channels. Notice will also be posted on the Fort Bragg

Website, and on television and radio stations. [Duty section should consider developing telephone rosters to relay information in Installation closures. These phone rosters contain information protected by the Privacy Act. Therefore, all rosters must have a Privacy Act notice IAW AR 340-21 and must be used only for official purposes.] Ultimately, it is the responsibility of the employee to verify the Installation status during adverse weather conditions.

SECTION 3. NON-ADVERSE WEATHER PERSONNEL: In the event the Employer determines that adverse weather conditions exist on the installation, the following will apply for non-adverse weather employees:
CONDITION 1. **Adverse Weather Conditions Which Close the Installation To All But Adverse Weather Employees:** Non-adverse weather employees should not report for duty. All non-adverse weather personnel in a paid status will be granted Administrative Leave.
CONDITION 2. **Adverse Weather Conditions Which Require A Change In Standard Installation Operations:** When the Employer determines that it is necessary to delay the arrival of only the first shift due to hazardous weather, appropriate announcements will be made advising the employee. It is the responsibility of all employees to make inquiries into any possible delays. Non-adverse weather personnel in a leave or TDY status will not receive Administrative Leave for this delay period.
CONDITION 3: **Adverse Weather Conditions Developing during Duty Hours**: When the Employer determines the conditions of streets and highways in the Fort Bragg area are a hazard, non-adverse weather employees will be released from duty. Once the installation commander has made the decision to release employees, no person in the command will delay implementing release procedures for non Adverse Weather Employees. Timing of the release of individual employees will be based upon a balancing between the importance of the ongoing mission and the likelihood of increased travel risk if release is delayed. Receipt of Administrative Leave for the period applies to employees who are in a duty status (except TDY) at the time of release. Non-adverse weather personnel in a leave or TDY status will not receive Administrative Leave for this period.

SECTION 4. ADVERSE WEATHER PERSONNEL: Adverse Weather Employees will be required to report to or remain at work during adverse weather conditions. In the event the Employer determines that adverse weather conditions exist on the Installation, the following will apply for adverse weather employees:
a. ADVERSE WEATHER EMPLOYEES PLACE AND HOURS OF DUTY: Adverse Weather Employees may be required to work at different work sites and to work altered work hours during adverse weather operations.
b. DESIGNATION PROCESS: Employees who management has identified as Adverse Weather Employees will be notified in writing. Within seven (7) calendar days of notification, employees will be required to provide written directions to their residence along with a strip map which includes the street address (post office box addresses are unacceptable) and telephone number. It is the responsibility of Adverse Weather Employees to keep the strip map, address and telephone number provided to their supervisor current.
c. FAILURE TO REPORT FOR DUTY: Adverse weather employees must make every effort to report for duty despite hazardous driving conditions. Adverse weather employees will telephone their supervisor when they are absolutely certain that they can not safely travel to work because of unusually hazardous conditions. The adverse weather employee who is unable to get to work

may request annual leave and the supervisor should normally approve that request whey they are also convinced the employee was truly unable to get to work because of unusually hazardous conditions. Adverse weather employees may request annual leave if they could not get to work because of unusually hazardous conditions and when they can prove that telephone outage prevented a call to the supervisor. [NOTE: Absent proof of telephone outage before the end of the pay period the employee can expect to be placed in an absent without official leave (AWOL) status.] Adverse weather employees who do not report to duty and who are not approved for annual leave may be marked as absent without official leave (AWOL), administrative excused time cannot be granted and appropriate disciplinary action will be considered. Employee requests for annual leave will not be favorably considered except in extremely unusual circumstances when transportation to the worksite is rejected by the adverse weather employee.

SECTION 5. EXTREME HEAT: If conditions of extreme heat develop during duty hours, the following actions will be taken:
(1) The Employer will determine and announce through channels appropriate heat index warnings. Category III and IV heat index warnings will be immediately acted upon by the Employer by issuing the warning and directing appropriate relief for employees.
(2) Heat index warnings will be as follows:
(a) Category III---------Work as usual, but with caution.
(b) Category IV----------Outside work - only essential outdoor work, as identified by the Employer, should be performed. The Employer will provide employees engaged in essential outdoor work appropriate rest periods, every hour, to prevent heat related injuries. Employees who normally perform outside work but whose duties do not fall in the essential outside work category will be assigned to other work for the remainder of the time Category IV is in effect.
(3) Inside Work - The Employer will provide appropriate relief to employees who are working indoors where inside temperatures may rise to an unreasonable temperature. Appropriate relief will be given to employees, as the situation merits including temporary relocation to an area where the condition does not exist.

SECTION 6. HOT AND COLD CONDITIONS: Heat and cold conditions will be determined by the 82nd Airborne Division and/or Womack Army Medical Center's Preventative Medicine Department.
a. COLD WEATHER WORKING CONDITIONS: During periods of cold weather, employees will be given relief from the cold under the following conditions:
1. When the wind chill index is forecast, or actually reaches the very cold level, the employer will allow employees wide latitude in the length of outside working periods. Individual needs will be considered in allowing employees access to warm areas for relief from the cold.
2. When the wind chill index reaches the bitter cold level, outside activities will be curtailed, except for emergencies. Employees will be allowed sufficient rest periods to prevent frostbite or injury. The employees may be required to work at different work sites and perform alternate duties during period(s) of bitter cold.
3. When the wind chill reaches the extreme cold level, all outside activities, except emergencies, will be halted and employees may be required to work at different work sites and perform alternate duties.

SECTION 7. EXCESSIVE TEMPERATURES (HOT OR COLD): When circumstances require employees to work in temperatures deemed to be excessive, the Employer will take whatever action is appropriate under the provisions of this Article to arrange better working conditions for employees. These provisions will not apply in work areas which habitually involve exposure to extreme temperatures and for which protective clothing, equipment, or other devices are provided by the Employer.

SECTION 8. OTHER EMERGENCY CONDITIONS: All other emergency situations (other than adverse weather) will be accomplished in accordance with law, rule(s) and/or regulations.

ARTICLE 22
ENVIRONMENTAL DIFFERENTIAL/HAZARDOUS DUTY PAY

SECTION 1. PURPOSE: The purpose of this article is to define the situations/circumstances under which Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) will be paid to employees. Specific guidelines are established in the Code of Federal Regulations, Title 5, Part 550.901 and Part 532.511 respectively.

SECTION 2. COVERAGE: This article applies to all bargaining unit civilian employees employed on a full-time, or less than full-time basis.

a. HDP is paid to General Schedule employees.
b. EDP is paid to Wage Grade employees.

This distinction is made based on the difference in statutes authorizing HDP and EDP.

SECTION 3. WORK PRACTICES: The use of HDP/EDP is not intended to condone work practices which circumvent Federal safety laws, rules or regulations. Where environmental differential/hazardous duty pay has been mitigated by adequate safeguards which may include protective clothing and/or devices, failure to utilize such safe guards, clothing, and/or devices will not justify payment of environmental differential/hazardous duty pay. Failure of an employee to utilize provided protective clothing and/or devices may result in disciplinary action.

SECTION 4. PAYMENT OF HDP/EDP: HDP and EDP are additional pay for exposure to hazards, physical hardships, or working conditions of an unusually severe nature that cannot be eliminated or significantly reduced by preventive measures, including the use of safety equipment and protective clothing. HDP and EDP are not substitutes for safe practices, not paid for the customary hazards of a trade or craft, and are not authorized if the employee refuses to apply the safety measures provided by management.

SECTION 5. EMPLOYEE RESPONSIBILITIES: Employees are responsible to maintain safe working habits. Employees should report perceived unsafe practices or procedures to their immediate supervisor, or through their supervisory chain. When management fails to take action on a reported perceived unsafe work practice or procedure, the employee may then take the matter to his/her Union representative.

SECTION 6. SUPERVISORY RESPONSIBILITIES: All supervisors and managers have the responsibility to instruct their employees in safe work procedures. In those instances where the

actions of the Employer do not overcome the hazard or physical hardship, and HDP or EDP is authorized, the employee will be paid in accordance with local policies and regulation.

SECTION 7. HAZARDOUS DUTY/ENVIRONMENTAL DUTY:
a. Hazardous duty is defined as work performed under circumstances in which an accident could result in serious injury or death; such as work performed on a high structure where protective facilities are not used. Specific examples of situations which authorize payment of HDP and the percentages authorized by OPM are located in Appendix A of the Code of Federal Regulations, Title 5, 550.901.
b. Environmental Differential Pay is defined as work involving unusually severe hazards or unusually severe working conditions. Specific examples of situation which authorize payment of EDP and the percentages authorized by OPM are located in Appendix J of the Code of Federal Regulations, Title 5, 532.511.
c. Neither the Employer or Union, nor the supervisor has the authority to locally approve a request to establish a new HDP or EDP work situation. The Union may make a request to the Employer to establish a new HDP or EDP work situation on Fort Bragg that can be forwarded to OPM to be included in Appendix A or Appendix J as appropriate.
d. The Employer and the Union may negotiate on coverage of additional local situations under appropriate application of Appendix A or Appendix J of the Code of Federal Regulations; determine if a local work situation is covered under an approved category, even if the work situation may not be described under a specific illustrated example; submit a joint request, through Army channels, to OPM, recommending categories that are suitable for addition to Appendix A or Appendix J.

SECTION 8. LOCAL CONDITIONS: Local conditions may exist at Fort Bragg that create the entitlement to HDP or EDP using the examples in Appendix A or Appendix J. When the Employer and the Union become aware of such local conditions, those conditions will be reduced to writing as a policy specific to the particular workplace conditions (e.g., heavy machinery operating in a dud range area). Those policies will be used to insure HDP/EDP are paid to employees entitled to those pay differentials.

SECTION 9. ASBESTOS EXPOSURE: Environmental Differential Pay and Hazardous Duty Pay will be paid for exposure to airborne concentration of asbestos where such concentration exceeds the current Occupational Safety and Health Administration (OSHA) exposure limit. When working with asbestos employees are expected to follow safe work practices as described in Section 3 of this Article.

ARTICLE 23
WITHIN-GRADE INCREASES

SECTION 1. WITHIN-GRADE INCREASES: Where applicable, within grade increases (WIGI) will be processed in accordance with regulation.

ARTICLE 24
TRAINING AND EMPLOYEE UTILIZATION

SECTION 1. EMPLOYEE TRAINING: The Employer and Union agree that the training and development of employees is mutually beneficial. The parties agree to stress to the employees the need for self-development and training to increase efficiency and improve potential for advancement. Subject to the availability of funds, the Employer will plan and provide for training and development of employees as required to accomplish the mission. The Employer has discretion to select the subject matter for training, select trainees, and assign training priorities.

SECTION 2. TRAINING RECOMMENDATIONS: The Union may make training recommendations, and offer training, sponsored by the Union, to the Employer. The Employer will give due consideration to Union recommendations.

SECTION 3. TRAVEL DURING NON-DUTY TIME: All employees who are required to travel on non-duty time for training will be paid in accordance with existing regulations.

SECTION 4. TRAINING/PLACEMENT AS A RESULT OF MEDICAL LIMITATION: Employees sometime become medically unable to perform the essential functions of their present position. Where the Employee has submitted medical documentation that established they have a medical condition that disqualifies them from performing the essential functions of their present positions but the Employee still has skills that might allow them to work for the Employer in another position, the Employer agrees that:

a. The employee shall be considered for any unannounced, funded vacant position, at their current grade level or below within their Directorate, for which they are qualified.
b. Within the resources of the Employer, an on-the-job retraining program, of a nature and duration to be determined by the Employer may be established for the Employee to assist the Employee in performing the duties of a position at or below the Employees present grade level.

SECTION 5. TRAINING/EDUCATION IN A GOVERNMENT OR NON-GOVERNMENT FACILITY: When an Employee becomes obligated to continue in the service as a result of Employer-provided training/education in a Government or non-Government facility, the continuing service obligation will be a period specified in appropriate regulation. Service in a paid leave status will normally count toward completion of an employee's service obligation.

SECTION 6. TECHNOLOGY: The Employer will strive to utilize the skills and abilities of existing employees to avoid unnecessary disruption due to changing technology. The Employer will strive to provide training designated to permit an orderly transition to new technology. The Employer will give strong consideration to providing training when the Employee is willing to pursue training, subject to budget and aptitude.

SECTION 7. INSTRUCTOR SKILLS: If an employee is required to conduct training, in addition to the Employees normal position requirements, the Employee and the supervisor will jointly ensure that the instructional duties are appropriately documented.

ARTICLE 25
DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. GENERAL: The provisions of this Agreement and the current negotiated Fort Bragg Internal Placement Plan and Application Procedures, as well as applicable rules and regulations will be followed with regard to placement of bargaining unit Employees in unit positions by detail or temporary promotions. All details will be conducted in accordance with all governing laws, rules and regulations.

SECTION 2. DETAILS: A detail is a temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail.

SECTION 3. UNCLASSIFIED POSITIONS: An employee detailed to an unclassified position will be provided a statement of duties to be performed. An employee detailed to a classified position will be provided access to the position description to which detailed or statement of duties to be performed. In either case the employee will be advised as to the duration of the detail.

SECTION 4. DOCUMENTATION OF DETAILS: All details in excess of thirty (30) days to a higher graded position or to a position with more promotion potential shall be in writing and documented in the employee's Official Personnel Folder.

SECTION 5. MAJOR REORGANIZATIONS: The Employer will notify the Union of any major reorganization, which could result in multiple details in excess of thirty (30) days. Notification will be furnished prior to the effective date of the details.

SECTION 6. TEMPORARY PROMOTIONS: When an employee is fully qualified for promotion and is assigned to perform the duties of an established bargaining unit position of a higher grade for more than sixty (60) consecutive calendar days, a temporary promotion will be made in accordance with applicable rules and regulations. Temporary promotions for one-hundred twenty (120) consecutive calendar days or less may be made as exceptions to competitive merit promotion procedures; however, competitive procedures must be used for any temporary promotion in excess of one-hundred twenty (120) consecutive calendar days.

ARTICLE 26
REDUCTION-IN-FORCE

SECTION 1. GOVERNING REGULATIONS: All reductions-in-force will be carried out in compliance with applicable laws, rules, and regulations, currently Title 5 Code of Federal Regulations, Chapter 351.

SECTION 2. DEFINITION: A reduction-in-force (RIF) occurs when an employee is released from his competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, reorganization, reclassification due to change in duties, or the exercise of reemployment or restoration rights.

SECTION 3. RETENTION REGISTER: If an employee receives a reduction-in-force notice, they and/or their designated Union Representative may review the retention register, in the Civilian Personnel Office, for their competitive level. The employee and/or their representative may also review the retention registers, in the Civilian Personnel Office, for competitive levels into which the employee may legally bump or retreat. Relevant records will be made available for review at the Civilian Personnel Office. In accordance with applicable laws, rules, and regulations, the Employees veteran's preference, tenure, length of service, and additional credit for performance, as evidenced by their most recent three (3) performance ratings of record received during the four (4) year period prior to the date of the issuance of the RIF notices, will be utilized in determining their retention standing.

SECTION 4. UNION AND EMPLOYEE NOTIFICATION:

a. The civilian personnel office will notify the Union of reduction-in-force (RIF) involving bargaining unit employees no later than one-hundred twenty (120) days prior to the effective date of the RIF. Such notification will include the reason(s) for the RIF; the estimated number of bargaining unit employees involved; and the anticipated effective date. In furtherance of the parties' mutual goal to minimize the negative impact of RIF on employees, necessary reductions-in-force will be administered in keeping with applicable regulations. While a reduction-in-force is in progress, the Union President or his designee may inquire periodically concerning the status of events and may receive relevant available information applicable to involved unit employees.

b. Employees will be notified, in writing, of a reduction-in-force no later than sixty-two (62) days prior to the effective date of the RIF. An employee will have seven (7) calendar days, excluding federal holidays, to either accept or decline an initial written job offer in RIF.

c. Any offer of a position will contain the following sentence: "Accepting the position offered by this letter will not prevent you from being offered a better position, should one become available before the effective date of the RIF."

d. If an employee fails to respond within the seven (7) calendar day period, the failure to respond will be interpreted as a declination of the position.

e. Supervisors receiving new employees as a result of RIF must initiate the Total Army Performance Evaluation System (TAPES), referenced in Article 17 of this Agreement, for the new employee within thirty (30) calendar days of the employee's first day of duty. The supervisor and employee should develop new performance standards and the Individual Development Plan (IDP) paying particular attention to training required for new skills needed in the new position.

SECTION 5. OFFICIAL PERSONNEL FILE REVIEW: Employees affected by RIF must review their Official Personnel File (OPF) in the Civilian Personnel Office, or in the worksite, depending upon the number of files to be reviewed. The Employee will ensure that all information in the OPF is accurate and up-to-date.

SECTION 6. TOWN HALL MEETINGS: No later than thirty (30) days after the Union receives notification of an impending RIF, a town hall meeting will be held with affected employees, management/supervisors, and the Union and staff members of the Civilian Personnel Office. Employees will be kept informed of all relevant issues surrounding the RIF and have the opportunity to voice their concerns at the town hall meetings.

ARTICLE 27
POSITION MANAGEMENT AND CLASSIFICATION

SECTION 1. POSITION CLASSIFICATION: Relevant position classification standards and job grading standards will be applied in making classification decisions.

SECTION 2. EMPLOYEE REQUESTS: Any employee who believes that their position is improperly classified should first consult with their supervisor for information and guidance as to the basis for the classification of their position. However, an employee need not discuss the matter with their supervisor prior to filing a formal classification appeal.

SECTION 3. CLASSIFICATION APPEALS: An employee may initiate a classification appeal over the proper classification of their position. Wage Grade (WG) Employees must make their initial classification appeal through the Employer. If they are not satisfied with the Employers determination, they may then file an appeal through the Office of Personnel Management (OPM). General Schedule (GS) employees have the option of filing an initial classification appeal through the Employer or OPM. An employee may request, and will receive information on appeal rights and procedures from the Civilian Personnel Office. An employee may elect to be represented by a Union representative during their appeal.

SECTION 4. POSITION DESCRIPTIONS: Position descriptions will be written based upon the major duties and responsibilities assigned to positions. All positions within the same organizational element with identical major duties will be covered by the same position description. The position description will conform to the standards as prescribed by the U.S. Office of Personnel Management.

SECTION 5. COPIES OF POSITION DESCRIPTIONS: Copies of position descriptions will be made available by the organization to the employee.

SECTION 6. EXEMPT/NON-EXEMPT STATUS: All Standard Form 50's (SF-50) will show exempt or non-exempt status in accordance with current regulations.

SECTION 7. POSITION DESCRIPTION ACCURACY: The parties agree that it is the responsibility of the Employer and the Employee to ensure that position descriptions are accurate. Therefore, Supervisors and Employees are encouraged to meet on a yearly basis, at a

minimum (during the initial performance counseling session), to certify the accuracy of the position description. If position descriptions are rewritten or edited as a result of these discussions, the Employer will provide a copy to the Employee and a copy will be made available to the Union upon request.

SECTION 8. OTHER DUTIES AS ASSIGNED: The clause found in position descriptions "performs other duties as assigned" shall normally be construed to mean the employee may be assigned to duties pertaining to their occupation. The Employer recognizes that job assignments should be commensurate with position descriptions. The Union recognizes that at times the Employer must deviate from this policy. When such deviation is necessary, the Employer will strive to assign employees whose normal duties and pay level are most nearly associated with those of the temporary assignment. In all cases, such assignments will be kept to a minimum, and an attempt will be made to meet these needs on a volunteer basis. The Employer further agrees to take into consideration when making such assignments, the employee's ability to perform the task

ARTICLE 28
OCCUPATIONAL HEALTH AND SAFETY

SECTION 1. EMPLOYER OBLIGATIONS: The Employer will provide and maintain safe and healthful working conditions for all employees, in accordance with applicable standards and regulations. The Agency Occupational Health Program will comply with Army Regulation 40-5 and DA Pamphlet 40-11, Chapter 5, or any superseding directives. The Union will cooperate in this effort by promoting good safety practices and encouraging employees to work in a safe manner, to avoid on-the-job accidents and injuries.

SECTION 2. EMPLOYEE CONCERNS: Employee concern(s) over occupational health and safety should first be brought to the attention of the first supervisor, in the chain of supervision. In the absence of a supervisor, an emergency situation will be brought to the attention of any available management official. The Employer will determine what action, if any, can be taken to temporarily alleviate the concern(s) and report the concern(s) to the safety officer.

SECTION 3. EMPLOYEE RIGHTS: An employee will have the right to appropriate relief from an assigned task because of a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. Management will investigate alleged unsafe working conditions. Employees will return to duty following a determination that an area is safe.

SECTION 4. UNION NOTIFICATION: The Union will be informed of scheduled safety inspections in activities where bargaining unit employees' work. When possible, the Union will be given at least two (2) weeks notice of a planned inspection as well as a point of contact with telephone number, time, date and the location of the scheduled inspection. A Union representative on official time will be permitted to accompany agency safety and/or health inspectors during their inspections of worksites of bargaining unit employees unless security considerations prevent such attendance. In the event of unannounced safety inspection(s), the

Union will be notified as soon as possible and may designate a representative to accompany the agency safety and/or health inspector. Absence of a Union representative will not delay an inspection.

SECTION 5. EMPLOYEE COMPLIANCE: Employee(s) will comply with occupational safety and health standards and all rules, regulations and orders issued pursuant to the Army safety program which are applicable to his own actions and conduct. The Employer agrees to provide all Employer-required personal protective shoes, clothing, equipment and/or devices, in accordance with governing directives, will clearly mark, when practical, areas requiring the use thereof. Employees will utilize, be fitted for and perform user maintenance on personnel protective equipment and/or devices. Employees are required to promptly report any ill-fitting personal protective shoes, clothing, equipment, and/or devices.

ARTICLE 29
EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 2. FORT BRAGG EQUAL EPLOYMENT OPPORTUNITY (EEO) PROGRAM: The Employer will administer the Fort Bragg EEO program and the parties will jointly support a policy statement which reflects the Commander's commitment to EEO goals.

ARTICLE 30
CONTRACTING OUT

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

SECTIN 2. REQUIREMENT FOR MONTHLY CONSULTATION: During the development and preparation of the Performance Work Statement (PWS) and the agency tender, the Employer or designee will consult with the Union on behalf of the employees who will be affected by the completion at least monthly and consider their views on the development and preparation of the PWS and agency tender. This monthly consultation will normally be face-to-face, and it must be face-to-face if requested by the Union.

SECTION 3. RIGHT OF FIRST REFUSAL: Personnel actions involving employees directly affected by contracting out actions will be taken in accordance with Reduction-In-Force (RIF) or other appropriate procedures. In instances where employees are separated under RIF procedures, the Employer will address to the Contractor any complaints by affected employees of failure to receive Right of First Refusal.

ARTICLE 31
EMPLOYEE-MANAGEMENT AND UNION COMMUNICATIONS

SECTION 1. INFORMAL MEETINGS: Effective communication between management and the individual employee is essential to the efficient accomplishment of the mission. Therefore, the Employer agrees that group meetings will be held periodically with available employees in the Unit at which time such topics as safety, training, promotion announcements and opportunities, workload, group performance, management studies, and other information pertinent to the mission shall be discussed, consistent with security regulations. These meetings are intended to be informal in nature; however, should they develop into a formal discussion the meeting will be stopped and the Union will be afforded regulatory rights to attend the meeting.

SECTION 2. UNION-EMPLOYER MEETINGS: Both parties agree that meetings between the Union and the Employer benefit employees and the mission. Meetings between the Union President, or their designee, and Command level management, or their designee, will be held at the request of either party, as often as necessary. The Union and/or the Employer will request meetings, either orally or in writing, through the Civilian Personnel Office.

SECTION 3. UNFAIR LABOR PRACTICE: In the event that an Unfair Labor Practice (ULP) (5 U.S.C. 7116) is perceived to have occurred, the charging party will forward the information on the appropriate FLRA ULP Form to the charged party, and the Civilian Personnel Office, together with sufficient facts to allow understanding of the alleged violation. The charged party, the Civilian Personnel Office, and the Union will have 30 calendar days to resolve the issue at an informal level, providing 30 calendar days would not cause the ULP to be untimely.

SECTION 4. FORMAL DISCUSSIONS: During the course of investigations/meetings, when the employee requests and have a right to Union representation, the Union will provide a representative as soon as practical but no later than close of business the following work day.

ARTICLE 32
TRAVEL

SECTION 1. GENERAL: Employees may be required to travel for official reasons. Travel away from present duty station is covered by the JFTR and DOD Travel Regulation which can be viewed online on at: https://secureapp2.hqda.pentagon.mil/perdiem/. The DOD Travel Regulation will govern issuing orders, entitlements and settlement of travel vouchers. In some cases travel in and around the present duty station can be directed and the DOD Travel Regulation will govern whether that travel creates any entitlements. In and around travel will normally be conducted in a government provided vehicle or managers will, in advance, establish procedures for reimbursement of POV use.

SECTION 2. COMPENSATORY TIME OFF FOR TRAVEL: A special type of compensatory time applying to official travel is implemented in 5 U.S.C. 5550b. Subject to conditions specified in 5 U.S.C 5550b, a General Schedule (GS) employee is entitled to earn, on an hour-for-hour basis, compensatory time off for time in a travel status away from the employee's official duty station when the time is not otherwise compensable. At the effective date of this

contract, Wage Grades, Wage Supervisors, Work Leaders and Senior Executive Service (SES) employees are not authorized the special travel compensatory time. Compensatory time for travel will be made available to Fort Bragg prevailing wage and SES employees when authorized by law.

SECTION 3. USE OF GOVERNMENT TRAVEL CARD/SPLIT DISBURSEMENT: If an employee has a government travel charge card, he must use it for authorized official government travel expenses. The traveler is responsible for ensuring that the total outstanding charges on the travel card are designated for split disbursement in block one of the DD Form 1351-2. Split disbursement will only apply when utilizing the government travel charge card. Any issues related to travel reimbursement or the government travel charge card or split disbursement may be addressed with his supervisor or Agency Program Coordinator (APC). The government travel charge card will only be used for authorized official travel expenses as described by applicable regulation or policy.

ARTICLE 33
CHILD CARE

SECTION 1. RECOGNITION: This article addresses the childcare needs of Fort Bragg employees. The parties recognize that employees may have child care needs during working hours. The parties recognize the need for such parents to secure appropriate arrangements. The parties agree that AR 608-10, or any changes thereof; will govern the child developmental services offered by the Employer.

SECTION 2. INFORMATION: The employer will provide inquiring employees with current listings of the qualified, licensed childcare centers/home care providers in the immediate area. Recognizing that a broad range of childcare needs exists in compiling such listings, management will request specific information i.e., age groups served, types of programs offered, and special needs programs. Employees may visit the website of the Directorate of Morale, Welfare and Recreation for information regarding available child care services.

SECTION 3. REQUEST FOR LEAVE: Leave may be granted to employees that request to participate in programs designed to assist with childcare needs. Supervisors will use discretion when considering requests for Administrative, Annual, Sick or Emergency Annual leave for childcare purposes in accordance with existing, or future governing law, regulation, or applicable Article(s) of this Agreement.

ARTICLE 34
ELDER CARE

SECTION 1. RECOGNITION: This article addresses the elder care needs of Fort Bragg employees. The parties recognize that employees may become caregivers for elderly family members. The parties recognize that employees may need to secure appropriate elder care arrangements.

SECTION 2. LEAVE: Employees may request leave for the purpose of caring for an elderly family member.

a. Annual Leave: Employees may request annual leave for the purpose for caring for an elderly family member. In general, the approval of annual leave will be in accordance with Article 12 of this Agreement. However, supervisors should be especially sensitive to annual leave requests when the employee needs the leave to care for an elderly family member. The employee may request to participate in employee programs which may assist employees with elder care needs. Supervisors will apply existing law, regulation, or applicable Article(s) of this Agreement when considering the employees' request.

b. Sick Leave: In appropriate circumstances employees may request, and be granted sick leave to care for an elderly family member in accordance with Article 13 Section 9 and Section 10 of this Agreement (Family Medical Leave Act, Family Friendly Leave Act).

ARTICLE 35
FIREFIGHTERS

SECTION 1. COVERAGE: This article applies to Firefighters, assigned to the 0081 firefighter occupational series, in Bargaining Unit positions at Fort Bragg, North Carolina. The other articles of this Agreement will apply to firefighters unless the specific issue is covered in this article.

SECTION 2. HOURS OF PAID DUTY: The current work schedule for a firefighter, throughout the year, is twenty-four (24) hours on duty shift and 24 hours off duty for a maximum of 144 hours per pay period. As a general guideline, the twenty-four (24) operational shift of a firefighter workday will be divided into eight (8) hours of work time, eight (8) hours of standby time, and eight (8) hours of sleep time. Emergency responses and Fire Alarm Communication Center (FACC) operator relief may interrupt the standby and sleep time. However, as a general guideline, these times should be uninterrupted, providing scheduled training and mission requirements are met.

SECTION 3. WORK SCHEDULE When a change is necessary to adjust Kelly Days: a change of A shift to B shift, or vice versa: or transfer bargaining unit employee(s) during the year, the Employer will ask for volunteers, when time allows, and will satisfy these requirements from among any qualified volunteers. The Employer agrees to notify the Union and employee(s) of the above referenced changes as far in advance as possible. Nevertheless, the Employer may make exceptions to these requirements when justifiable circumstances preclude compliance. However, such exceptions will not be made for the purpose of avoiding or, creating the necessity or payment of overtime.

SECTION 4. WORK LOCATION: Firefighters may submit a written preference in station, to the Shift Supervisor, at the beginning of the calendar year. The Shift Supervisor will address the firefighters request in person. The Employer will ensure that decisions regarding yearly station rotations will be effective on the first (1st) day of the third (3rd) pay period of the leave year.

Employees will be notified when the decisions are made. The Employer agrees to make a reasonable attempt to keep crews together.

SECTION 5. ANNUAL LEAVE PLAN: The Employer will post the "holiday list" for Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, and New Years Day on the first day of the last pay period in January. All firefighters will submit their yearly annual leave plan, covering the period February through 31 January of each year, to the Assistant Chief, by 20 January of each year. The supervisor will return the annual leave plan to the firefighter no later than 20 February.

SECTION 6. HEALTH AND SAFETY: To insure a healthful work environment, the Employer will maintain an Occupational Health Program, and provide those health and medical services, to include immunizations, required by present and future published regulations. The Employer will make every effort to provide the most modern and efficient: personal safety equipment, safe working conditions, and facilities and to comply with applicable Federal laws and regulations relating to the safety and health of employees.

a. The Employer agrees that all emergency motorized firefighting vehicles will receive top priority in maintenance, to assure that the emergency vehicles will be in safe operating condition at all times.

b. It is agreed by both parties that safety is a collective responsibility of the Employer, the Employee and the Union. The Union will support the Installation Safety Program by insuring that employees observe all safety regulations in the performance of their assigned duties, report promptly to their immediate supervisors any observed unsafe practices or conditions, and report any on the job injuries to the immediate supervisor at once. Employees agree to properly wear and/or use issued personal protective equipment.
c. The Employer agrees to provide all necessary protection and training, in accordance with applicable regulations to prevent an employee from being exposed to infectious diseases.

SECTION 7. PERSONAL GROOMING: Personal grooming habits can be a source of hazard to firefighters. Mustaches, beards, and sideburns can cause air leakage around the face piece of self-contained breathing apparatus, which can result in serious injury or death of a firefighter in a contaminated atmosphere or under fire rescue conditions. Some hairstyles and lengths can prevent the proper fitting of protective helmets, or subject the firefighter's hair to unnecessary danger of becoming entangled during rescue operations or other types of hazardous conditions. Therefore, all firefighters will conform to the following grooming code, as established and administered by the Fire Chief:

a. The hair on top of the head will be neatly groomed, and its length and bulk will not be excessive or present a ragged, unkempt or extreme appearance. Hair will be tapered, and will not fall over the eyebrows or extend past the lower portion of the collar. In no case will the bulk or length of the hair be so great as to interfere with normal wear and fit of any standard firefighter headgear.

b. If the individual desires to wear sideburns, they will be trimmed neatly. Firefighters will insure that the length or width of sideburns will not interfere with the proper and safe wearing of the face respiratory mask.

c. The face will be clean-shaven, except that mustaches are permitted. However, if a mustache is worn, it will be kept tidy and neatly trimmed. Firefighters will insure that the length or width of the mustache will not interfere with the proper and safe wearing of the face respiratory mask. Goatees and beards are not authorized.

d. The wearing of any facial jewelry, or earrings, while in a duty status is not authorized.

e. The wearing of a wig or hairpiece while on duty is prohibited, except to cover natural baldness or physical disfiguration. When a hairpiece is worn the hairpiece/wig will meet above grooming criteria for natural hair, and will not be made from synthetic material.

SECTION 8. CLOTHING: While engaged in routine work details, fire training exercises, and public relations activities, firefighters will wear the uniform prescribed by Department Standard Operating Procedures (SOP). When not engaged in routine work details, fire training exercises, and public relations activities, during scheduled standby time firefighters may wear their physical training (PT) attire, or if they choose to, they will be permitted to wear casual attire in and around the fire station. All casual attire worn by employees will consist of primarily (50% or more) natural fibers or fibers that are flame resistant in accordance with the National Firefighters Professional Association (NFPA), dated 1975 "Standard on Station/Work Uniforms for Fire and Emergency Services". To ensure ready recognition of a firefighter, the casual attire will be of gray, black, or navy blue color. The casual wear will be purchased by the individual firefighter.

SECTION 9. NORMAL MAINTENANCE: The normal upkeep, indoor and outdoor maintenance, cleanliness, and improvement of all Fire Stations will be performed by Firefighters of the Fire Department (Except on the occasions when a military community service worker is assigned to perform community services). The Fire Department classroom will be cleaned after each use by the using organization or group. Such cleaning will include, but is not limited to, sweeping, emptying wastebaskets and straightening classroom furniture.

SECTION 10. TOOLS AND EQUIPMENT:

a. The Employer agrees to furnish the tools and equipment necessary for firefighters to perform their job functions, and within budgetary limitation, to replace them when they become obsolete or unserviceable. Employees will maintain, safeguard and return to their proper place of storage when not in use, the Government-owned tools and equipment (including portable radios) for which they are responsible, in accordance with regulations and this Agreement. The Employer agrees that organizational maintenance of issued equipment will be performed as promptly as possible.

b. The Employer will make every effort to provide space and equipment for fitness in all Fire Stations in order to supplement the firefighter's physical fitness program.

SECTION 11. TRAINING AND DEVELOPMENT: Within available resources and when enhanced training would benefit the Fire Department, Firefighters may be trained in skills such as advanced firefighting technology, heavy rescue, advanced pump operations, etc.

a. When a firefighter is assigned to any position in which he/she has had no previous or recent experience, he/she will be given a reasonable training period in which to become proficient, as deemed necessary by management. However, this period will normally not exceed sixty (60) calendar days.

b. The Employer agrees to provide and maintain a department library consisting of fire prevention films, books, periodicals, journals, etc., for employees' self-development which may be checked out by firefighters for their use. A list shall be maintained of all current training aides that will be e-mailed to all firefighters within thirty (30) days of the signing of this contract, and at anytime requested by the Union, or when substantial revisions are made to the list. The list will also be posted on Station bulletin boards. When a training aid is requested by a firefighter at Camp Mackall, the item will be sent out as soon as possible.

ARTICLE 36
REASONABLE ACCOMMODATION

SECTION 1. GENERAL: As required by law and regulation, the Employer will reasonably accommodate the needs of qualified employees with known disabilities. In some situations, reasonable accommodation can mean the Employer will change or adjust the position or workplace to enable the employee to perform the essential functions of the position. It is the responsibility of the employee to identify necessary accommodation(s) to the Employer; however, the Employer has the right to choose specific the accommodation(s) it can provide, as long as the accommodation enables the individual to perform the essential functions of the position without endangering the health or safety of the individual or others.

ARTICLE 37
ABANDONMENT OF POSITION

SECTION 1. FAILURE TO NOTIFY: The absence of an Employee coupled with the failure of the Employee to notify and request leave, in accordance with leave request procedures as outlined in the Agreement, from their immediate supervisor or other management official for one (1) pay period, will be considered as abandonment of position and the Employee shall be considered to have resigned from his/her position with the Employer. The Employer agrees to attempt to contact the Employee, via telephone (if the Employee has a telephone), two (2) times and send a letter to the Employee's address (as designated in the electronic personnel system) directing them to return to duty before the resignation personnel action will be processed.

SECTION 2. RECONSIDERATION: A former Employee may present evidence of unusual and compelling circumstances to their supervisor, or their designee, after an abandonment of position, personnel action has been processed. An employee may have a Union Representative present at the meeting with their supervisor or designee.

ARTICLE 38
DISCIPLINARY ACTIONS

SECTION 1. GENERAL: Discipline should be constructive, taken for just cause, and should promote the efficiency of the service. The parties mutually agree that effective discipline must be taken quickly. Delays in initiating and concluding discipline harm the employee, management and the workforce as a whole.

SECTION 2. PREVENTION OF DISCIPLINARY ACTIONS: Employees, the Employer, and the Union will place primary emphasis on preventing situations requiring disciplinary actions through effective employee-management relations.

SECTION 3. DEFINITIONS:

a. Informal Disciplinary Action – an action such as an oral admonition or written warning. There are similar actions that are not discipline at all but are, instead, intended to correct actionable conduct, usually before more serious steps are deemed necessary. Oral warnings and counseling's are examples of these minor non-disciplinary actions.

b. Formal Disciplinary Action – a written reprimand, a suspension or a removal.

c. Adverse Action – suspensions for more than 14 days, indefinite suspensions, removals, and reductions of pay or grade are described as adverse actions and are a serious form of disciplinary action

SECTION 4. INVESTIGATION: Disciplinary action will be initiated only after investigation into the facts and circumstances concerning the alleged misconduct. Managers are encouraged to ask questions of employees prior to issuing a disciplinary or adverse action so they have the relevant facts to determine whether or not to proceed with the action. An Employee, who, during questioning or examination in connection with an investigation, reasonably believes that the investigation may result in disciplinary action, has the right to a Union representative, provided the employee makes such a request. If the employee elects to be represented, further questioning of the employee, if any, will be done in the presence of the representative; provided, no unreasonable delay will occur.

SECTION 5. DOCUMENTATION: The Employer will make available to the Employee and/or the representative all documentary evidence used to support a proposed disciplinary action. Copies of relevant evidence will normally be provided with the proposed action. The Employee and designated representative will be given access and the ability to make a copy of any relevant documentary evidence where a copy of the relevant documentary evidence was not provided with the notice of proposed disciplinary action. The Employee or representative can contact the appropriate Human Resource Consultant to obtain access to relevant documentary evidence.

SECTION 6. REPRIMANDS: The procedure for imposing a reprimand is for the Employer to advise the employee in writing of the infraction or breach of conduct, and where and when it occurred. The employee will be advised that continued violations may result in further

disciplinary action. Reprimands will state the period that the reprimand will remain in the OPF and that period may not exceed three years. Reprimands should be removed from the file as soon as possible after the stated period ends. A reprimand may not be cited as an instance of prior discipline in a subsequent disciplinary action unless the subsequent disciplinary or adverse action is initiated before the reprimand should have been removed from the OPF.

SECTION 7. FORMAL DISCIPLINARY ACTION: The procedure for taking a formal disciplinary action is for the Employer to issue a notice of proposed disciplinary action which will advise the employee of the infraction or breach of conduct and why the Employer believes the employee engaged in the misconduct. The notice of proposed disciplinary action will also advise the employee when, where and how they may submit matters that they want the deciding official to consider before making a final decision on whether to impose discipline. The Employee will be given at least 15 days to respond, absent exigent circumstances. The employee may seek the assistance of the union and to have the union as a representative.

SECTION 8. USE OF GOVERNMENT VEHICLES: An employee may stop a government vehicle along a direct, unrestricted route to their next worksite to take a scheduled break or lunch when approved by appropriate supervisory authority. When the request is approved, this will not constitute willful misuse of a government vehicle nor be used as basis for disciplinary action.

ARTICLE 39
GRIEVANCE PROCEDURE

SECTION 1. PURPOSE: The purpose of this Article is to provide a mutually acceptable method of prompt and equitable resolution of grievances. The grieving party is obligated to produce for the grievance official sufficient evidence, if the grievant has access to the evidence, to convince the grievance official that the requested relief should be granted.

SECTION 2. DEFINITIONS: A grievance is a complaint; (a) by an employee concerning any matter relating to the employment of the employee; (b) by the Union concerning any matter related to the employment of any employee, (c) by the Union, an employee or the Employer concerning:

(1) the effect of, interpretation of, or claim of breach of this Agreement, and/or

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

SECTION 3. POLICY and COMMUNICATION:

a. Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and Union agree that every effort will be made by management officials, the Union and grievant(s) to settle grievances at the lowest possible level. It is understood by the Employer and the Union that the initiation of a grievance in good faith by an employee should not cast any reflection on his/her standing with his/her supervisor and his/her loyalty to the organization, nor should the grievance be construed as a reflection on the employee's supervisor.

b. It is understood that grievance meetings will be scheduled with management officials who have the authority to decide the grievance.

c. Communication between the Union and Management or civilian personnel office representatives is encouraged so as to resolve grievance issues as informally as possible. Therefore, no provision of this Article should be interpreted to discourage frequent communication to resolve a grievance matter between the grievant representative and the appropriate person(s) of the opposing party.

SECTION 4. ISSUES WHICH MAY NOT BE GRIEVED UNDER THIS PROCEDURE: The following matters will not be raised as a grievance:

1. Any allegation which by law or applicable regulation may not be raised as a part of a negotiated grievance procedure.
2. Any claimed violation relating to prohibited political activities.
3. Any action concerning any employee benefit over which the Employer has no authority.
4. A suspension or removal under Section 7532 of Title 5 of U.S.C.
5. Any examination, certification, or appointment. Non-selection from among a group of properly ranked and certified candidates, except where claims of procedural violation or non-merit consideration are involved.
6. The classification of any position which does not result in the reduction in grade or pay of an employee.
7. Any matter that has been raised in whole or in part as an Unfair Labor Practice (ULP) by the Grievant.
8. Any action that can be raised through the Equal Employment Opportunity (EEO) law and/or regulations.
9. Any appeals or requests for relief that have been submitted to the Comptroller General or General Services Board of Contract Appeals.
10. Any Prohibited Personnel Practice or issues if the complaint has been raised to the Office of Special Counsel (OSC).
11. A proposed disciplinary action or a proposed performance-based action.
12. Failure of the Agency to adopt a suggestion.
13. An action terminating a competitive temporary promotion within a period of one (1) year and returning the employee to the position from which temporarily promoted or to an equivalent position.
14. Initial formulation of the individual's objectives or individual's performance standards.
15. A discharge during an employee's probationary period.
16. A personnel action as the result of properly conducted Reduction-in-Force (RIF) except where claims of procedural violation in the conduct of the RIF are raised.
17. Any action concerning the Voluntary Early Retirement Authority (VERA) or the Voluntary Separation Incentive Payment (VSIP).
18. Any action processed as an abandonment of position except where claims of procedural violation are raised.

SECTION 5. GRIEVANCE CONTENTS AND FORMAT: The Parties agree that all grievances must be presented in writing and must set forth the following:

a. The issue giving rise to the grievance;
b. Whether a meeting is requested;
c. The provision(s) of law, regulation, or this Agreement which allegedly has been misinterpreted, misapplied, or violated;
d. Either all relevant evidence and information, or an assertion that relevant evidence is believed to be in the sole possession of the other party; and
e. The relief sought, which must be personal to the grievant(s);
f. For Employee grievances: the name and duty organization of the grievant. The employee's title, series, and grade should be included if known.

Grievances may also be filed on CBA Form 2 (Employee Grievance Form). The filing party will complete all blocks on the Fort Bragg Employee Grievance Form before submission to the Fort Bragg Civilian Personnel Director. If the form is incomplete, the non-grieving party will request that the grievant complete any incomplete portions of the CBA Form 2 (Employee Grievance Form.)

SECTION 6. EXCLUSIVE PROCEDURES:

a. This negotiated grievance procedure shall be the exclusive procedure available to the Union, Employer, and bargaining unit employees for resolving grievances which fall within its coverage. However, an Employee may either grieve or appeal to the US Merit Systems Protection Board, but not both, any adverse action that is within the Board's jurisdiction. An Employee will be deemed to have exercised the Employee's option under this Section when the Employee either timely files an appeal with the Board or a timely grievance is filed under this Article, whichever occurs first.

b. An employee or group of employees may present their grievances to the Agency and have them adjusted without the intervention of the Union, as long as the Union is informed of the grievance and is given an opportunity to represent the bargaining unit at the grievance proceedings. An employee utilizing this procedure may represent himself or be represented by the Union.

SECTION 7. DECISIONS OF NONGRIEVABILITY:

a. Issues of grievability will be raised as early as possible as but no later than the date on which the Step 3 decision is issued. Grievability issues are required to be resolved by arbitration prior to addressing the merits of the original grievance. Either party may request a separate hearing on the grievability issue before a hearing is held on the merits of the original grievance. The party alleging nongrievability will be responsible for the arbitrator's entire bill if the issue is found to be grievable. If the issue is found nongrievable, the parties will each pay one-half of the arbitrator bill. If two hearings are held, separate arbitrators shall hear the grievability issue and the merits of the original grievance issue, unless the parties mutually agree otherwise.

b. Other than as specifically stated by this Article, all other provisions of this Agreement's article on Arbitration will apply to grievability arbitrations.

SECTION 8. IDENTICAL GRIEVANCES:

a. Should two or more employees have identical grievances, the grievances can be combined if the Employer and Union agree to combine the grievances and process them as one grievance. The decision on the combined grievance will be binding on the other grievances.

b. Amended grievance. The Union and the Employer may agree that a grievance can be amended to add matters when additional, relevant information becomes available during the grievance process.

c. A new grievance must be filed when the parties do not agree to amend a grievance to resolve new matters discovered during the grievance process.

SECTION 9. TIME TO PREPARE A GRIEVANCE: An aggrieved employee in a duty status shall be granted a reasonable amount of official duty time to prepare their grievance but must get permission from the supervisor prior to leaving the worksite. The employee will be given another time and date they can leave the worksite for a reasonable period of time if workload prevents release at the requested time. No grievant will become entitled to overtime pay as a result of official time granted to prepare or present a grievance.

EMPLOYEE GRIEVANCE PROCESS

SECTION 10. STEP 1:

a. The grievant or Union Representative on behalf of the grievant must submit the grievance to the Fort Bragg civilian personnel office. Except for claims of continuing violations, the employee must raise their grievance within 30 calendar days of the issue giving rise to the grievance. The Employer will hold a Step 1 meeting with the grievant within fourteen (14) calendar days after receipt of the written grievance.

b. The Employer, Employer representative, aggrieved employee and/or steward will meet and discuss the grievance. A written decision will be sent through the Union, to the aggrieved employee within fourteen (14) calendar days after the Step 1 meeting. The written decision will offer relief or deny relief. The decision will also contain the scheduled date and time for a Step 2 meeting that will be held if the grievance is not resolved. The Step 2 meeting should be set on a date within 21 days after the date of the Step 1 meeting.

SECTION 11. STEP 2

The employee should submit all available relevant information and evidence. The Employer will hold a Step 2 meeting with the grievant within 21 calendar days after the date of the Step 1 meeting. The Employer, Employer representative, aggrieved employee and/or steward will meet and discuss the grievance. A written decision will be sent through the Union to the aggrieved

employee within fourteen (14) calendar days after the Step 2 meeting. Employee grievances resulting from formal disciplinary action will be initiated at Step 2 and must be filed with the civilian personnel office no later than 30 days after the date of the discipline or receipt of the Employer's decision to impose discipline, whichever is later.

SECTION 12. STEP 3

If the grievant does not accept the decision of the Step 2 official, and the grievant chooses to pursue the matter further, the grievant or Union Representative on behalf of the grievant must make a written request for a Step 3 meeting within fourteen (14) calendar days after receipt of the Step 2 decision. The request for Step 3 meeting may be addressed to the commander, or commander's designee; the commander is free to designate the Step 3 official. The employee may submit all available relevant information and evidence not already submitted. The Employer will hold a Step 3 meeting with the grievant within fourteen (14) calendar days after receipt of the request for a Step 3 meeting. The Employer, Employer representative, aggrieved employee and/or steward will meet and discuss the grievance. A written decision will be sent through the Union to the aggrieved employee within fourteen (14) calendar days after the Step 3 meeting.

SECTION 13. TIME LIMIT AFTER STEP 3: If the decision is unsatisfactory to the Union, the grievance may be referred to arbitration. Such requests must be made in writing to the Fort Bragg civilian personnel office within thirty (30) calendar days after receipt of the Step 3 decision, or thirty (30) calendar days after the decision was due if a decision was never issued.

SECTION 14. ACCEPTING THE OFFER OF RELIEF: Employer offers of relief/resolution at any step must be accepted in writing.

SECTION 15. TIME LIMITS: Other than as specifically addressed elsewhere, time limits specified in this Article will be extended only by mutual consent of the parties. The party seeking the extension will confirm the request in writing. Failure of the Employer to observe time limits for any step of the grievance procedure will entitle the grievant or Union Representative to advance to the next step. Failure of the Union or the grievant to meet a time limit established in this Article shall be a matter of grievability that may be raised by the Employer as described in Section 7 of this Article.

UNION/EMPLOYER GRIEVANCES

SECTION 16. GENERAL: Except for claims of continuing violation, the Union and the Employer have forty-five (45) calendar days from the date of the occurrence to file a grievance. Union grievances will be submitted in writing to the Fort Bragg civilian personnel office addressed to the commander of the activity involved in the grievance. Employer grievances will be submitted in writing to the Union President. The activity Commander, or designee, will serve as the grievance official for union grievances. Employer grievances will be heard by the Union President or designee. The non-grieving party will hold a grievance meeting, if requested, within fourteen (14) calendar days after receipt of the written grievance. A written decision will be sent to the grieving party within fourteen (14) calendar days after the grievance meeting.

FORT BRAGG EMPLOYEE GRIEVANCE FORM

1. GRIEVANT(S) NAME: **LEVEL** **Last** **First** **MI**	**2. GRIEVANCE NUMBER**	**3. GRIEVANCE** **___ Step 1** **___Step 2** **___ Step 3**
	4. TYPE OF GRIEVANCE ____ Individual **____ Union ___Agency**	

5. GRIEVANT(S) JOB TITLE, SERIES AND GRADE:	**6. GRIEVANT(S) ORGANIZATION/UNIT, IMMEDIATE SUPERVISOR'S NAME AND TELEPHONE #**

7. SPECIFIC ARTICLE(S) & SECTION(S) OF THE AGREEMENT ALLEGED TO BE VIOLATED

8. DATE OF ALLEGED VIOLATION(S)

9. FILING. List and attach all supporting documents. Use reverse side or attach a separate sheet of paper if needed.

Attachments? ____ No ____ Yes

Number _____

10. SPECIFIC NATURE OF THE GRIEVANCE. Please describe in detail the facts and circumstances (Who, What, Where, When) that explains how the Article(s) and Section(s) were violated. (List and attach all supporting documents). Only items identified below will be addressed during the grievance. (Use reverse side or attach a separate sheet of paper if needed).

Attachments? ____ No ____ Yes
_____ Number

11. REMEDY OR REDRESS SOUGHT (Use reverse side or attach separate sheet of paper if needed)

12. GRIEVANT(S) SIGNATURE (Use reverse side or attach separate sheet of paper if needed) **DATE**	**13.**
14. REPRESENTATIVE'S SIGNATURE (If represented) **DATE**	**15.**

16. RECEIPT OF GRIEVANCE: (Last, First, MI)	**17. TIME:**	**18DATE**

CBA Form 2

ARTICLE 40
ARBITRATION

SECTION 1. TIME LIMITS:

a. General. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, either party may invoke arbitration by written notification to the other party within thirty (30) calendar days after the receipt of the final grievance decision. The Grieving party must request arbitration within 30 calendar days after the date the final grievance decision was due if no decision was issued.

b. Separate Grievability Arbitrations. Requests for arbitration of the matters giving rise to a grievance must be filed within 30 days of the Step 3 grievance decision or the decision in a Union grievance, as applicable, or within 30 days of the date the grievance decision was due, even if a separate grievability/arbitrability arbitration has been requested, unless the parties agree to extend the time for making the request for arbitration.

SECTION 2. ESTABLISHING A LIST OF ARBITRATORS:

a.

1) The parties agree to establish an annual list of six arbitrators that will conduct arbitrations on a rotating basis for a calendar year. To establish the list of six arbitrators for a calendar year the parties will start by exchanging a list of 11 arbitrators. Names common to both lists will be placed on the annual list. Alternate striking of names will be used to reduce the list to six if there are more than six common names. The first strike will be determined by chance.

2) If the exchange of lists results in fewer than 6 common names, the parties will use the alternate strike method to reduce the number of remaining arbitrators from the two lists of eleven until they have completed an annual list of six arbitrators. The first strike will be determined by chance.

b. An Arbitrator may be removed from the annual list upon mutual agreement of the parties. An arbitrator can remove themselves from the annual list at anytime.

c. The parties will exchange lists of 11 arbitrators in October or November of each year to establish the annual list of six for the next calendar year. The annual list of six will then be created using the methods described in 2a, above.

d. The parties will exchange lists of 11 arbitrator names again within 10 calendar days if the number on the annual list reaches 4 or less. The vacancies will be filled as in 2a above.

e. The parties will mutually ascertain the willingness of the selected arbitrators to commit to being on the annual list.

f. The annual list of six arbitrators will be arranged in alphabetical order and the first arbitrator on the list will conduct he first arbitration each year. Thereafter, arbitrators will be selected in alphabetical order unless the arbitrator is unavailable to conduct the arbitration within 60 days of the date the parties notify the arbitrator of a demand for arbitration. The parties can agree to

assign the arbitration to a specified arbitrator, notwithstanding the normal rotation, if that arbitrator has previous experience with the issue(s) raised in the arbitration.

SECTION 3. SCHEDULING AN ARBITRATION

a. The parties will meet (via teleconference is acceptable) within 15 days of the demand for arbitration to jointly contact the arbitrator to agree on a date for the arbitration.

b. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek (Monday through Friday).

c. The Human Resources Consultant associated with the arbitration will contact the appropriate contracting officer so that a government purchase order can be issued to the arbitrator.

SECTION 4. ARBITRATOR'S AUTHORITY: An arbitrator is bound to enforce the terms of this Agreement and may not change, alter, modify the Agreement or delete any terms of this Agreement.

SECTION 5. PAYMENT OF ARBITRATOR'S EXPENSES and LOCATION FEES: The Arbitrator's fee and expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. Arbitrator's fees, to include travel expenses, will be negotiated by a contracting officer issuing a DD Form 1155, Purchase Request. In the event the arbitrator's fees cannot be negotiated to a fair and reasonable price, the parties will jointly request a new list of potential arbitrators from the FMCS. The Union and the Employer will each bear one-half of the approved invoiced costs submitted by the arbitrator. Therefore, the purchase order will contain a provision directing the arbitrator to submit two invoices, one with one-half his charges to the contracting officer and a second, for the other half of the expenses, to AFGE Local 1770.

SECTION 6. TRANSCRIPTS: The party initially desiring a stenographic transcript of an arbitration hearing will arrange for a court reporter. One copy of any transcript will be provided to the arbitrator, upon request. The other party may request a copy of the transcript at anytime before the hearing concludes and each party will pay one-half of the costs of producing all copies of the transcripts. A party may obtain a copy of a transcript obtained by the other party must agree to pay one half of the total costs of producing all copies of the transcripts and must initiate reimbursement of the reporting firm of any excess paid by the requesting party.

SECTION 7. TIME LIMITS: Time limits specified in this Article may be extended only by mutual consent of the Union and the Employer. Processing and resolving an arbitration is a legitimate part of the Employer's and the Union's responsibilities. Proper handling of the arbitration allows the Employer and the Union to manage their respective work effectively. Good decisions in handling and processing arbitrations help to create a positive working environment and keep the Employer and the Union informed of concerns and discontents.

SECTION 8. PRE ARBITRATION SUBMISSIONS:

a. All Arbitrations. Not later than 14 days before the date of a scheduled arbitration, the parties will exchange the following information: a restatement of the issues the party wishes to have heard by the Arbitrator, a list of expected witnesses with names and duty sections (supervisor's name is to be included for witnesses the union wants the Agency to make available on hearing day), a list of expected documentary exhibits.

The parties agree that it is desirable to clarify issue(s), identify the witnesses, make reasonable stipulations of expected testimony and agree on joint exhibits where possible. Therefore, the representatives for the parties will attempt to work out stipulations on joint exhibits, stipulations of expected testimony, and seek to reach a mutually acceptable statement of issue(s). If the parties were unsuccessful, either party may ask the arbitrator to finalize issues, witnesses and exhibits, to include stipulations before the hearing.

b. Arbitrations resulting from grievances filed in lieu of appeals to the MSPB. As an additional requirement, the Agency may seek additional information from any Employee whose grievance is to be presented to an Arbitrator in lieu of taking an appeal to the MSPB and the union may seek information from any proposing or deciding official for the underlying adverse action. Each party may submit not more than five, single part, interrogatories to be answered in the form of a sworn declaration under the provisions of 28 USC 1746 The requesting party must serve the other party's representative with the interrogatories or questions within 30 days the date the arbitration date is set by the arbitrator. Responses must be returned no less than fifteen (15) days before the date scheduled for the arbitration hearing.

SECTION 9. REPRESENTATIVES and ASSISTANTS: Each party will designate one representative who will be primarily responsible for presentation of the arbitration for their party. Each party will normally also have as many as two other assistants present at the arbitration. Additional assistants may be present if necessary to assist in the conduct of the hearing when approved by the arbitrator. Union representatives participating in the arbitration are authorized official time when participating in arbitration during hours when they would otherwise be in a duty status. The parties agree that no employee will become entitled to overtime or compensatory time as a result of participating in an arbitration hearing.

SECTION 10. OPINION AND AWARD: The arbitrator will be requested to render his Opinion and Award within 30 days, but in no event later than 60 days after the conclusion of the hearing. The Opinion and Award will be mailed on the date of the award with one (1) copy to the Employer and one (1) copy to the Union.

SECTION 11. ATTORNEY FEES: Attorney fees may be awarded in connection with a grievance processed under this Article only as prescribed in 5 U.S. C. 7701 and 5 U.S.C. 5596.

SECTION 12. ARBITRATOR AWARD: The arbitrator's award is binding on the parties except that either party may file exceptions to the award with the Federal Labor Relations Authority (FLRA) for review under regulations of the Authority.

ARTICLE 41
INFORMATION REQUESTS

SECTION 1. 7114(B) (4) PROCEDURE: The following procedures will be used when requesting and responding to requests for information pursuant to 5 USA 7114(b) (4). The Union will submit all 7114(b) (4) requests in writing to the Fort Bragg Civilian Personnel Advisory Center. Each request must contain a request for specific identifiable information. Each request must also express the particularized need for the information by describing how the information would help the Union pursue a Grievance or conduct Impact and Implementation negotiations if it is provided. Each request must express why the information sought cannot be readily obtained in another way if the information has previously been provided to the Union.

SECTION 2. TIMELINES:
a. Within seven (7) calendar days after receipt of the request for information, the Employer will either: (1) provide the information requested; (2) inform the Union in writing that the information will not be provided for reasons the Employer will specify; (3) ask the Union to clarify all or a specified portion of the request for information; or (4) if the information can not be provided within seven (7) calendar days, the Employer will inform the Union of a date by which the information will be provided and the reason(s) the information could not be provided within seven (7) calendar days.
b. The Union may request that the normal timelines for Grievance meetings or Impact and Implementation meetings be held in abeyance until such time as the Employer provided information in response to a 5 USC 7114(b)(4) request related to that Grievance or Impact and Implementation meeting. The timeline for scheduling the Grievance or Impact and Implementation meeting will be extended by the same number of calendar days as the Employer used to respond to the 5 USC 7114(b)(4) request.

ARTICLE 42
FACILITIES AND BULLETIN BOARDS

SECTION 1. UNION OFFICE SPACE: Subject to availability, the Employer agrees to provide the Union sufficient office space to house Union office personnel and equipment. Such space will be accessible to employees of the bargaining unit. The Union must secure the facility and equipment when not in use. The union will keep the facility clean and is solely responsible for any costs of cleaning, cleaning supplies or custodial service at the facility.

SECTION 2. MEETINGS HELD AFTER DUTY HOURS: The Employer agrees to provide space, if available, for the Union to assemble officers, stewards, and/or unit members for meetings during the non-duty time of employees in the bargaining unit. The Union will request facilities from the Civilian Personnel Office in writing, at least seven (7) calendar days before the planned meeting, and the Union agrees to provide janitorial and/or security services when required by the loaning activity.

SECTION 3. OFFICIAL TELEPHONE SERVICE: The Employer agrees to provide two (2) Class C telephones for Union use at the Union Hall. Officers and Union Stewards assigned to the Unit will have access to on-post telephone service for use when necessary in conducting

labor-management relations. The Agency also agrees to provide, so long as funds are available to do so, a photocopier from Tier I (4000 copies or less per month) of the current Fort Bragg cost-per-copy contract which includes routine maintenance. The Union must pay the vendor/service provider separately for any maintenance and repair not covered by the monthly Tier I charge. The monthly charge for Tier I will be approx. $165.00 per month at the time this Agreement is signed and the Union agrees that the Agency's obligation to provide copier support will not exceed $2000 in a fiscal (Oct-Sep) year. Union usage will be monitored and the photocopier order for the Union Hall will be cancelled if cost of photocopier support to the union hall will exceed $2000 in a fiscal year, unless a higher figure is later agreed upon by the parties.

SECTION 4. BULLETIN BOARDS: The Employer agrees to provide a reasonable amount of space on the unofficial portion of bulletin boards within its organizations, as mutually agreed upon by the Chief of the Section and the Union, for the posting of Union notices and similar informational material. The goal for bulletin board space is to provide space for the Union sponsored materials on any Employer bulletin board that is used by twenty (20) or more bargaining unit employees in an amount equivalent to the space provided for EEO information. The Union shall be held solely responsible for posting and removing material and maintaining its bulletin board space in an orderly fashion. The Union is fully and solely responsible for the posting material in terms of accuracy and adherence to ethical standards.

ARTICLE 43
OFFICIAL TIME/UNION REPRESENTATION

SECTION 1. GENERAL:

a. The Employer recognizes that the Union will designate a reasonable number of bargaining unit members to act as its representative in labor-management relations matters. Official time is available to any bargaining unit member selected by the Union and approved by the Agency in the manner described in this Article, without regard to whether the representative holds a title as a union "officer" or "steward." Union representatives will meet and/or discuss with the Agency so as to: negotiate collective bargaining agreements, participate in impasse proceedings, pursue unfair labor practice charges, represent the Union for labor-relations issues, or resolve any other matter covered by the Federal Services Labor-Management Relations Statute (FSLMRS), Chapter 71 of Title 5, United States Code. Official time will be granted for hours the official would otherwise be in a duty status for time used for labor-management relations activities when the official is a bargaining unit employee of a unit covered by this contract so that official time will not result in overtime or compensatory time.

b. Official time for the following matters will not be counted against the amounts of official time authorized by this Article for other types of labor-management relations. The excluded matters are:

(1) Collective bargaining agreement negotiations within the meaning of 5 U.S.C. 7131(a);

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

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

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

SECTION 2. DESIGNATION OF OFFICIALS

a. Normally, official time for labor-management relations activities will be used between the hours of 0600 and 1759, Monday through Friday. Official time may be scheduled or used in other periods when the parties need to do so to meet the work schedule of an employee, representative or management.

b. Official time for labor-management relations activities will be used in either of two ways: 1) designated Union representatives working set schedules as described in 2c, below, and 2) other Union-designated representatives who will be scheduled to use official time a more limited number of hours each pay period as described in 2d, below.

c. Designated Union Representatives Who Work Set schedules.

(1) There will be five designated representatives who may work set schedules based upon a percentage of the hours in a normal duty week: one (1) 100% official time positions, one (1) 60% official time position and three (3) 50% official time positions. The President will normally select his/her official time set schedule from among the five scheduled official time positions if the President is a member of a bargaining unit covered by this Agreement. Normally, no more than three of the remaining four officials working set schedules will come from a single organization led by a signatory to this Agreement.

(2) The Union will quarterly designate the five (5) representatives designated to work set schedules of official time and, other than as described elsewhere in this Article, those five designated officials will be expected to remain on the proposed and approved set schedules for the entire quarter. The contents of the list are described in more detail below in subparagraph 2e.

(3) Unused official time will not normally be carried over from one week to the next or from one pay period to another.

d. Other Official Time Scheduling. Other bargaining unit members may be authorized to work official time in support of labor-management negotiations and activities. The parties recognize that it is in the best interests of both parties to encourage other representatives expected to use official time in established schedules when possible.

(1) The total number of official time hours used by the union's representatives in an administrative work week will not normally exceed 104 hours. Each individual will normally perform 16 hours, or less, of official time per pay period. Other than firefighters, official time will normally be performed in increments equivalent to the representative's normal worksite tour of duty. Example: 8 hours of official time per day if they normally work a 5x8 schedule; 10

hours per day if working a 4x10 hour schedule. A representative will not work more than 12 hours of scheduled official time in a day.

(2) The President and the Director of the civilian personnel office can meet and agree to alter the 104 hour and 16 hour overall limits on official time use when necessary due to a change in circumstances.

e. Lists of Officials and Changes.

(1) Thirty days before the beginning of each quarter, the Union will provide the civilian personnel office a quarterly (January-March, April-June, July-September, October-December) written list of all current Union Officials expected to use official time, both set schedule officials and other union representatives expected to use official time. The Union satisfies its advance scheduling obligation for employees who work unpredictable rotating schedules by noting on the list the number of hours each week they expect to ask the person to work (8 hours per week, 10 hours per week, etc.). The list will contain each official's assigned organizational area, a telephone number where they can be reached, their supervisor's name and telephone number as well as the days of the week and hours of the day the Union intends for the official to work official time during the quarter. The list will also identify the three persons who are designated to countersign the official time forms indicating type and amount of official time used each pay period. The agency has seven calendar days from date of receipt to raise any specific objections to the proposed schedule and provide explanation for the objection. Absent objections, the proposed schedule becomes effective.

(2) The Union will give notice within 3 calendar days of unexpected changes in officials or schedules provided on a previously submitted quarterly official time list. Although a notice of changes needs to be submitted as the changes occur, a new complete list is only required at the next quarter. The Union may substitute for one of the 5 set schedule officials if an official will be unavailable to the Union for a period in excess of 30 days. The Union should make the request to change the set schedule official not less than 30 days before the originally scheduled official is expected to become unavailable.

SECTION 3. PROCESS FOR REQUESTING OFFICIAL TIME: In addition to submitting the quarterly schedule of expected official time usage, all official time scheduled or requested and used under the provisions of this Agreement by Union Officials (set schedules, stewards, representation, etc.) must also be documented on the CBA Form 3 (Official Time Usage).

The following procedures will be utilized when requesting official time:

a. No later than the 1st duty day of each pay period; the official will submit a completed request for official time for the next pay period to their immediate supervisor.
b. The immediate supervisor will approve, disapprove, or alter the employee's request within two (2) working days of receipt and return the form to the employee.
c. The official will complete the Actual Used portion of the form for the preceding bi-weekly pay period and document the amount of official time used in each category

(BA, BK, BD, BB) and normally have the form countersigned by one of the union designees described in Section 2e. above.

d. The official will fax, email, or hand-carry the form, even if it has not been countersigned by a union designee, to their supervisor/timekeeper no later than the first Monday after the end of the pay period.

e. The Union will forward copies of the completed Fort Bragg Official Time Form to the civilian personnel office by the 7th day of each month. These official time forms will be countersigned by the Union President or one of his designees.

SECTION 4. USE OF OFFICIAL TIME: The procedures described above are intended to standardize requesting and approving official time use and to insure that time used by Union officials during duty hours in the performance of their official union duties will be with the prior knowledge and permission of the official's immediate supervisor and will preclude undue interference with assigned essential duties. In the event the Union official's official business cannot be concluded within the time approved for official time, the union official will contact their immediate supervisor telephonically and request additional time. If the immediate supervisor denies the verbal request, the employee and the supervisor will seek mutual agreement on an alternate time for absence. Should the supervisor deny the additional time, this denial will exclude the agency from claiming the Union abandoned the issue or meeting involved. The Union and the Employer will take reasonable action to prevent missing any deadline imposed by law, rule, regulation, or provision of this Agreement.

SECTION 5. CONDUCTING UNION BUSINESS IN THE WORK PLACE:

a. Grievance-related activities. A Union official will attempt to notify the grievant's/employee's supervisor, preferably by telephone, in advance of entering a work area, if a meeting has not been prearranged with the grievant's/employee's supervisor. If the Employer cannot release the grievant/employee at that time without unduly interrupting the work, jeopardizing the operation of the work area, and/or as the result of an emergency, the Employer will advise the Union Official of an alternate time when the grievant/employee will be available.

b. If the Union requests a meeting with bargaining unit employee(s) during duty hours, the Union will request the meeting, in writing, through the civilian personnel office, listing the names or identifying the work unit of the employees' unit they wish to meet with along with their duty section, and the dates and times the Union is available to meet. While not bound by the Union's suggested dates and times, the Employer will notify the Union in writing of the scheduled place and time the meeting will occur within 7 days of receipt of the request.

SECTION 6. ACCOUNTABILITY: Union officials are responsible to insure that official times are used properly in the same manner that any Agency employee is responsible to make effective use of work hours. All Union officials will submit requests for leave to their immediate supervisor in accordance with this Agreement.

SECTION 7. OFFICIAL TIME AND PERFORMANCE: Official time used by Union officials will be treated as a neutral factor when developing performance standards, evaluating performance, making award recommendations/decisions, etc.

RECORD OF UNION REPRESENTATIVE (OFFICIAL) TIME USAGE

Union Representatives will complete this Form each Pay-Period that Official Time is requested.

Time and Date of Request _____

Name of Representative _____

Organization of Representative _____

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

Wk 1/Mon	Tue	Wed.	Thur	Fri
Wk2/Mon	Tue	Wed.	Thur.	Fri

Total Hours Requested_____ ----------
(Signature of Requesting Union Representative)

Total Hours Approved_____ Time/Date of Approval_____

Signature of Approving Agency Official_____

Disapproved_____(Explain)_____

Alternate Schedule Offered: (Same pay period as above.)

Wk 1/Mon	Tue	Wed.	Thur	Fri
Wk2/Mon	Tue	Wed.	Thur.	Fri

Total Hours Approved_____ Time/Date of Approval_____

Signature of Approving Agency Official_____

Signature of Representative_____

Categories for Official Time Usage:
BA – Negotiations
BD – Labor/Management Relations
BK – Grievance and Appeals
BB -- Midterm Negotiations

Official Time Used: (Enter number hours used beside appropriate code.)

Wk 1/Mon				Tue				Wed.				Thur				Fri			
BA	BD	BK	BB	BA	BD	BK	BB	BA	BD	BK	BB	BA	BD	BK	BB	BA	BD	BK	BB
Wk 2/Mon				Tue				Wed.				Thur.				Fri			
BA	BD	BK	BB	BA	BD	BK	BB	BA	BD	BK	BB	BA	BD	BK	BB	BA	BD	BK	BB

Total Hours Used: _____

_____
(Time and Date) (Signature of Union Representative)

To the best of my knowledge, I certify to the correctness of the amount official time used and that the representative used the official time for proper representational purposes.

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

CBA Form 3

ARTICLE 44
CHANGE IN CONDITIONS OF EMPLOYMENT

SECTION 1. NOTIFICATION: The Union will be notified of any change in conditions of employment affecting bargaining unit employees that is significant in terms of both the impact and duration that is not already covered by any Article or Section in this Agreement. The Employer will notify the Union, in writing, through the Civilian Personnel Advisory Center, of the change. Notification will include:

a. Organizational name
b. Organization point of contact and telephone number
c. Name(s) and work telephone number(s) of Bargaining Unit Employees
d. What condition of employment will change
e. The effective date of the change
f. Why the change is being made

SECTION 2. IMPACT AND IMPLEMENTATION BARGAIING PROCEDURES: This Article establishes procedures for negotiating the impact and implementation of changes in working conditions when the Union has the right to negotiate both the impact and implementation of a change and seeks to negotiate the impact and implementation of that change. In the event that the Employer proposes a non-negotiable change in conditions of employment, the following procedures shall apply with regard to requests by the Union to negotiate the impact and implementation of those changes:

a. The Employer shall notify the Union of the nonnegotiable change in conditions of employment.

b. If the Union desires to discuss the proposed nonnegotiable change in conditions of employment with any affected employee, the Union will do so within seven (7) calendar days from the date the Union was notified of the nonnegotiable change in conditions of employment. The Union will coordinate any meeting(s) through the Fort Bragg Civilian Personnel Advisory Center. The Fort Bragg Civilian Personnel Advisory Center will arrange for the meeting to occur during the working hours of the affected employees.

c. No later then seven (7) calendar days after the date the Union was notified of the proposed nonnegotiable change in conditions of employment, the Union will either: (1) take no action, (2) notify the Employer in writing that they accept the changes, or (3) notify the Employer in writing that they request impact and implementation bargaining. The Union request to negotiate will include:

1) At least five (5) dates and times for the three (3) negotiation sessions to be held and the five dates will be within a twenty-one (21) day period of the date of request to negotiate.
2) Names of the expected Union negotiators
3) Any counterproposals, concerns and/or questions the Union may have.

d. The parties agree that the Employer may implement the change(s) if the Union fails to respond to the notice of the proposed changes within seven (7) calendar days from the date they were notified of the nonnegotiable change in conditions of employment.

e. Within seven (7) calendar days from the date the Employer received the Union's request for impact and implementation bargaining, the Employer will advise the Union in writing whether it accepts the Union's counterproposal if one was made. If the Employer rejects the Union's counterproposal, the Employer will select three negotiation meeting dates and times, from the five (5) offered by the Union in their request to negotiate.

f. Within five (5) calendar days after the date of the scheduled third meeting, the parties must either: (1) sign a mutual agreement, (2) mutually agree to continue with additional negotiation meetings, or (3) the Employer must provide the Union with its last best offer.

g. Within five (5) calendar days after the date of the scheduled third meeting if either party failed to attend the three (3) scheduled meetings, the Union President and the Director of the Civilian Personnel Advisory Center will meet and discuss the best way to resolve the outstanding issues.

h. Within five (5) calendar days from the date the Union received the Employer's last best offer, the Union must either: (1) advise the Employer that it accepts the last best offer, (2) request mediation and provide written notification of the request to the Fort Bragg Civilian Personnel Advisory Center, or (3) take no action. If the Union elects to take no action, the parties agree that the Employer may implement its last best offer.

i. Even if the Employer implements its last best offer, the Employer agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by, and resolution of, any impasses by the Federal Services Impasse Panel (FSIP).

j. If the Mediator declares an impasse, the Union must either: (1) request resolution through the FSIP, or (2) take no action. If the Union elects to take no action, the Employer may implement its last best offer.

k. The Employer will retroactively apply any procedures for implementation and/or appropriate arrangements for employees adversely affected which were not previously agreed to by the parties, and are settled in Mediation or imposed upon them by the FSIP, unless such retroactive application results in undue disruption of the Employer's operations and the Employer appeals to the FLRA.

ARTICLE 45
PERSONNEL LISTINGS

SECTION 1. PERSONNEL LISTINGS: The Civilian Personnel Office will quarterly furnish the Union a complete and up-to-date personnel listing of names, grades and position titles of all employees within the unit. Such personnel listings will reflect employees under organizational headings.

ARTICLE 46
PAYROLL DEDUCTION OF UNION DUES

SECTION 1. DEDUCTION OF UNION DUES: Under the terms of this Article, the Employer shall deduct Union dues from the pay of all eligible employees who voluntarily authorize such deduction if their net salary, after other legal and required deductions, is sufficient to cover the amount of the authorized allotment.

SECTION 2. UNION REQUIREMENTS: The Union agrees to:
a. Purchase the standard allotment forms (Standard Form 1187).
b. Distribute the allotment forms to Unit employees desiring membership.
c. Certify as to the amount of Union dues.
d. Deliver completed SF 1187 allotment forms to the Civilian Personnel Office.
e. Inform Union members of the program for allotments for payment of Union dues, its voluntary nature, and the uses and availability of the required forms.
f. Promptly notify the Agency when a Union member is expelled, suspended, or for any reason ceases to be a member in good standing.
g. Inform Union members fully of the conditions governing revocation of allotments.
h. Cooperate with the Employer in resolving any claims and disputes arising from the Employer acting hereunder, to include repayment of erroneously collected dues. The latter situations will be processed in accordance with applicable law, regulation and decisions of appropriate authorities.
i. Not use official time to recruit Union members.

SECTION 3. EMPLOYER REQUIREMENTS: The Employer agrees to:
a. Promptly notify the Union of the revocation of an allotment for Union dues by an eligible employee.
b. Maintain revocation of allotment forms (Standard Form 1188) and furnish revocation forms to employees requesting them. A written request for revocation of an allotment, which is otherwise in order and signed by the employee, will be accepted and acted upon even though not submitted on the Standard Form 1188.

SECTION 4. EMPLOYEE REQUIREMENTS: Eligible employees:
a. May obtain SF 1187 for payment of Union dues from the Union.
b. May initiate voluntary allotments at any time to become effective at the start of the first pay period beginning after the completed SF 1187 has been received by the Civilian Personnel Office.
c. May obtain SF 1188 for revocation of Union dues from their organization's Personnel Coordinator or the Civilian Personnel Office.
d. May not revoke their dues withholding authorization within the first year of such an authorization. Having satisfied the above requirement, an employee may revoke their dues authorization in one of the following ways:

(1) **First Anniversary** - an employee may revoke their dues withholding authorization effective the first pay period on or after such anniversary date (this applies to **first** anniversary only); or
(2) **First Pay Period in September** - an employee may revoke their dues withholding authorization effective the first pay period in September of each year.
In either case, the Civilian Personnel Office will not accept dues withholding authorization revocation except during the 30-day period immediately preceding an appropriate effective date.
e. May terminate union dues allotments if the employee is reassigned, transferred, or promoted into a position that is not within the AFGE Local 1770 bargaining unit.
f. Have responsibility to see that their written revocation is received in the Civilian Personnel Office in a timely manner.

SECTION 5. CHANGE IN UNION DUES: If the amount of the regular dues is changed, the Union will certify such change in writing to the Civilian Personnel Office. Civilian Personnel will relay the information to the Defense Finance and Accounting System (DFAS) who will withhold the newly certified amount of the dues beginning with the first complete pay period after receipt of the certification.

SECTION 6. AUTOMATIC TERMINATION: Allotments will be automatically terminated in the event that exclusive recognition is no longer accorded to the Union or when this Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.

SECTION 7. DFAS SUMMARY OF ACCOUNTS: If a summary, in duplicate, which lists each member of the Union who has authorized a voluntary allotment and the net amount remitted to the Union, for each member, is not received within fifteen (15) calendar days after the end of each bi-weekly pay period, the Union will seek assistance from the Civilian Personnel Office in obtaining such documentation. If a check(s) covering the net amount is not received by the Union, within fifteen (15) calendar days after the end of each bi-weekly pay period, the Union will seek assistance from the Civilian Personnel Office in obtaining such documentation.

SECTION 8. CONTINUATION OF DUES: When the re-negotiation of this Agreement is pending or in process, and the parties are unable to complete such re-negotiation by the termination date of the Agreement resulting from third-party proceedings (i.e., negotiability dispute or impasse, or a question of representation involving employees) payroll dues withholding shall be continued until resolution is affected.

ARTICLE 47
CHANGES TO THIS AGREEMENT

SECTION 1. AMENDMENTS: Amendments to this Agreement may be required due to other changes in law, Executive Order, regulations, or policies of appropriate authority. The parties agree that provisions of this Agreement or existing conditions of employment in the bargaining unit may be modified by the Employer to the extent necessary to bring them into conformance with Government-wide, Department of Defense-wide, or Department of the Army-wide regulations (also referred to an "Agency Wide" rules or regulations). In such event(s), the Employer agrees to notify the Union at least seven (7) days in advance of any such change, and

to comply with the requirements of the Change in Conditions of Employment (Impact and Implementation Bargaining Procedures) Article with regard to any impact and implementation bargaining proposals made by the Union.

SECTION 2. DUTY TO OPEN FOR AMENDMENTS: Exclusive of the procedures specified in Section 1 this Article, this Agreement may be opened for amendment(s) by both parties at any time after it has been in force and effect for at least six (6) months. Request for such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties will meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved. If the parties mutually agree that negotiations are warranted on the proposed amendment(s), such negotiations will be conducted in accordance with procedures established by the parties. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties and no amendment will be put into effect unless both parties execute an agreement and necessary post audit review is accomplished.

ARTICLE 48
COPIES OF THIS AGREEMENT

SECTION 1. GENERAL: The Employer will pay for the printing of three-thousand five-hundred (3500) copies of the final version of this Agreement and provide them to the Union. The Agency will notify the Union when the copies have been printed and the Union will pick them up at the print plant. After the Union is provided the 3500 copies, the Union will fill their need for any additional copies by either copying at their own expense or paying to have printed any additional copies of the Agreement.

ARTICLE 49
DURATION OF THE AGREEMENT

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

SECTION 2. REVIEW OF THE AGREEMENT: This Agreement shall be subject to review by Higher Headquarters, post audit authority for legal, regulatory, and negotiability compliance. The review will be completed within thirty (30) days from the date of the Agreement's execution. Should the review reveal any violation(s), the Employer will notify the Union of the violation and the parties will take appropriate corrective action to amend the Article and/or Section.

SECTION 3. LOSS OF EXCLUSIVE RECOGNITION: This Agreement shall terminate automatically effective with any date on which it is determined that the Union is no longer entitled to exclusive recognition in accordance with the provisions of 5 U.S.C. Chapter 71.

The parties have hereto entered into this Agreement on this day of 28 April 2006.

DONALD W. GAMBILL
President, Local 1770
American Federation of
Government Employees

RONNA ROWE GARRETT, SPHR
Director, Civilian Personnel Advisory Center
Civilian Human Resources Agency

JONATHAN STEELE
Spokesperson for the Union
Local 1770, American Federation of
Government Employees

CHRISTINE A. POTTER
Spokesperson for the Agency

EARL DOSSER
Local 1770, American Federation of
Government Employees

MICHAEL L. LARSON
Agency Negotiator

ROBERT HEWETT
Local 1770, American Federation of
Government Employees

TRACI RICHTER
Local 1770, American Federation of
Government Employees

LARRY VETCH
Local 1770, American Federation of
Government Employees

EXECUTION:

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

ROBERT W. WAGNER
Lieutenant General, USA
Commanding
USA Special Operations

AL AYCOCK
COL, SF
Garrison Commander

RONALD A. MAUL
COL, MC
Commanding
Womack Army Medical Center

DOUGLAS GLOVER
COL, AFS6-CONUS East
Commanding

DAVID BOSLEGO
COL, 4th Brigade 78th Division
Commanding

RICHARD N. HELFER
COL, SF
Commanding

JOHNETTE J. SHELLEY
COL, Dental Corps
Commanding

LEON L. PRICE
COL, IN
Director, Airborne & Special Operations Test Directorate

DAVID W. STANDRIDGE
LTC, SF
Commanding
U.S. Army Parachute Team

WILLIAM A. ROTTSTEDT
Chief
TMDE Support Center

CAROL LOWMAN
Director, US Army
Contracting Agency Southeast Region

JOHN R. VINES
Lieutenant General, USA
Commanding
XVIII Airborne Corps and Fort Bragg