



**AFGE**  
**PROUD TO MAKE AMERICA WORK**

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES – AFL-CIO



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**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**

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, this negotiated Employer-Union Agreement, hereinafter called the Agreement, is entered into by and between XVIII Airborne Corps and Fort Bragg, Fort Bragg, North Carolina, hereinafter referred to as the “Employer,” and the American Federation of Government Employees, Local 1770 AFL-CIO hereinafter referred to as the “Union” and collectively hereinafter referred to as the “parties”.

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 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 April 3, 2016, or its predecessor Agreements, are herewith extinguished to the extent they are inconsistent with any provision of this Agreement.

## WITNESSTH

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

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

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

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

Now, therefore, the parties agree hereto, as follows:

## ARTICLE 1

### **RECOGNITION AND 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, are documented in the representational certificates, approved by the Federal Labor Relations Authority, in accordance with 5 USC 7112.

#### **SECTION 3. DEFINITIONS:**

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 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 gross negligence or willful misconduct on the part of the Employee as determined by an 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 ENDEAVORS:**

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. WEINGARTEN RIGHTS:**

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

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

b. The employee requests representation.

**SECTION 9. 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. If Employee resigns prior to these actions, the Notification of Personnel Action (SF50) may reflect resignation.

**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.

g. Nothing in this section shall preclude any agency and any labor organization from negotiating:

- (1) At the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work

- (2) Procedures which management officials of the agency will observe in exercising any authority under this section; or

- (3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials

## **SECTION 2. EMPLOYER'S REPRESENTATIVE:**

The Employer's designee for purposes of administering this Agreement and the Labor-Management Relations Program at Fort Bragg is the Director of the Civilian Personnel Advisory Center or their designee. The designee will address all queries concerning the Employer's interpretation of activity-wide personnel policies and practices and matters that have a significant/substantial impact on conditions of employment.

## **SECTION 3. MANAGEMENT RESPONSIBILITIES:**

Management Officials and Supervisors will, consistent with bargaining obligations, 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 agrees that the Union will have an opportunity to provide a presentation during Human Resources (HR) New Employee Orientation.

**SECTION 7. 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 employees during formal discussions 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 workmethods 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 on appropriate Union business, provided the President AFGE Local 1770, requests such access, in

writing, to the Director, Civilian Personnel Advisory Center, or their designee, 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 ensure that Employees who engage in internal Union business, such as soliciting membership, collecting dues, election of officers and Union meetings, conduct such business 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.

**ARTICLE 5**

**HOURS OF WORK AND TOURS OF DUTY**

**SECTION 1. EXCLUSIONS:**

This Article is not applicable to firefighters 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 defined by applicable 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 0001 hours through the following Saturday at 2400 hours, seven (7) consecutive calendar days.

b. **Basic Workweek**: Normally a period of five (5) eight (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 nine (9) hours in a day. A day is defined as a 24-hour period that begins and ends at midnight.

### **SECTION 3. LUNCH:**

a. 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.

b. 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 thirty (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.

c. 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 and participate in appropriate arrangement bargaining, if requested by the Union.

#### **SECTION 4. SHIFTS:**

Normally, shifts at Fort Bragg will be as follows:

- a. First Shift: To begin not earlier than 6:00 a.m. or later than 9:30 a.m.
- b. Mid Day Shift: To begin not earlier than 10:00 a.m. or later than 2:00 p.m.
- c. Second Shift: To begin not earlier than 3:00 p.m. or later than 7:00 p.m.
- d. Third Shift: To begin not earlier than 11:00 p.m. or later than 1:00 a.m.

#### **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 provide a recommendation of concurrence/ non-concurrence to the Employer for consideration. The Union's recommendation must be received by the Employer within 15 calendar days of employee's submission. Management will give great weight to the Union's position on the request as they balance efficiency against the Employee's knowledge, skills, abilities and time in the work unit. The Union will be informed of management's decision within 15 calendar 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. The Union will provide a recommendation of concurrence/non-concurrence to the Employer for consideration. The Union's recommendation must be received by the Employer within 15 calendar days of employee's submission. Management will give great weight to the Union's position on the request as it balances efficiency against the Employee's preference, knowledge, skills, abilities and time in the work unit. Management will notify the Union of its decision within 15 calendar 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 will be submitted directly to the Employer. The Employer may grant the request, 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 review. The Union will provide a recommendation of concurrence/non-concurrence to the Employer for consideration. The Union's recommendation must be received by the Employer within 15 calendar days of employees' submission. The Employer will carefully consider the request and provide the Union a written decision within 45 calendar 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, knowledge, skills, abilities, and time in the work unit.

c. After shift schedules are established, voluntary or involuntary changes in shift schedule or times will be based on Employee preference, knowledge, skills, abilities and time in the work unit.

d. The Employer will notify the Union in accordance with Article 41, 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 eight (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 ensure 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**

**ALTERNATE WORK SCHEDULES**

**SECTION 1. PURPOSE:**

The goal in implementing alternate 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 U.S.C. 6131(c)(3)(A) which begins with notice to the Union that Employer believes an AWS schedule should be terminated.

**SECTION 2. GENERAL:**

a. The guidelines used to implement this Article are 5 U.S.C, 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 Alternate Work Schedules.

b. When otherwise appropriate under Article 7 of this contract, Employees will be paid overtime or be credited with overtime for any hours in excess of eight (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 AWS including flextime, compressed work schedules, and credit hours. This Article also provides the options for Employees to participate in these plans.

c. 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.

d. AWS is a voluntary program and individuals not wishing to participate may remain with their 8-hour a day/5-day a week work schedule.

### **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 work day during which Employees may opt to vary their arrival and departure times. Whenever possible, the flex bands shall be within the time period 6:00 a.m. to 6:00 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 in and out 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 6:00 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) hour 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) hour 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 (2) consecutive days off will be scheduled.

**SECTION 5. REQUEST PROCEDURES:**

Each employee desiring to work under an AWS plan must submit a written request to his/her supervisor for a decision using the forms attached as Appendix A to this Agreement. The employee will obtain union acknowledgment of the employee's request prior to submitting it to the supervisor. Once an employee presents the request to the Union, the Union will have seven (7) calendar days to acknowledge the employee's request and return to the employee. If the Union does not acknowledge and return the request to the employee within the 7 day time period, the employee may immediately present the request to the Employer. The supervisor will normally approve or disapprove the request within 15 calendar days. The requesting employee and the Union will be provided the reason for denial of a requested AWS option, in writing. Completed CBA-1 forms will be provided to the Civilian Personnel Advisory Center and the Union.

**SECTION 6. SENIORITY:**

If more than one person wants a certain schedule or wants the same non-workday, the tie breaking determinant will be total seniority using the Service Computation Date (SCD) for leave purposes, if multiple requests are submitted on the same date.

**SECTION 7. LEAVE WITH AWS:**

An individual who takes annual leave or sick leave will be charged for the number of hours he/she is regularly scheduled to work that day. For example: An employee who is on a 5-4/9 CWS takes annual leave on a day he/she is scheduled to work nine (9) hours. He/she will be charged the number of hours of leave required to cover the core hours established as part of the approved AWS.

**SECTION 8. 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 and used in fifteen (15) minute 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.

(3) A part-time employee may not carry over more than one quarter of the hours in his/her basic bi-weekly work scheduled from pay period to pay period.

(4) 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 preceding the day they wish 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.

d. When an employee is no longer subject to an FWS program, the employee must be paid for accumulated credit hours at his or her current rate of pay. Payment for accumulated credit hours is limited to a maximum of 24 hours for a full-time employee.

## **SECTION 9. CHANGES TO AWS**

a. Mission Related Adjustments: AWS will be suspended to fulfill mission requirements or so that employees can attend and/or conduct training when the times of the training would conflict with their normal AWS schedule. An employee will continue to participate in the AWS plan while in travel 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.

b. AWS Review: An employee's participation in an AWS will be reviewed on an annual basis to determine if revisions are necessary.

c. Terminating AWS: AWS may be terminated if it is determined to have an adverse agency impact on the mission (i.e., reduction of productivity, diminished level of services, increase operational costs), as defined in 5 USC §6131. The Employer will provide notice to the Union when it believes an AWS schedule should be terminated. Normally a two (2)-week written notice will be provided to the employee and the Union when termination is required. The AWS will remain in place until the parties' bargaining obligations under Article 41 are completed.

d. The Employer may implement Emergency Temporary Suspension of AWS and/or Credit Hours to ensure continuity of operations during emergency situations. The Union will be provided courtesy notification of the nature of the emergency and an opportunity for discussion when such implementation is required.

e. 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 ten (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 10. ADDITIONAL INFORMATION**

a. Under an FWS program a full-time employee who performs regularly scheduled non-overtime work, a part of which is performed on Sunday, is entitled to Sunday premium pay for the entire daily tour of duty day, not to exceed eight (8) hours. A full-time employee on a CWS who performs non-overtime work during a tour of duty; a part of which is performed on Sunday, is entitled to Sunday premium pay for the entire tour of duty on that day.

b. The Employer will provide a reasonable amount of time consistent with the nature of the work performed for the employees to clean up their person, clean, turn in, or put away tools or government property and equipment in their possession.

c. This Agreement does not preclude an Employee from requesting an altered tour of duty for specific personal reasons. However, 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.

**EMPLOYEE COMPRESSED WORK SCHEDULE (CWS) OPTION FORM**

|  |  |  |                 |
|--|--|--|-----------------|
| <b>1. EMPLOYEES'S NAME</b><br>Last      First      MI:   |  | <b>2. REQUESTED CWS ACTION:</b><br>_____Start_____Change_____Discontinue |                 |
|  |  | <b>3. REQUESTED EFFECTIVE DATE:</b>                                      |                 |
| <b>4. PAY PLAN:</b>  | <b>5. SERIES:</b>                        | <b>6. GRADE</b>  | <b>7. STEP:</b> |
| <b>8. POSITION TITLE:</b>  | <b>9. ORGANIZATION</b><br><br>Telephone: | <b>10. DEPARTMENT/SECTION:</b>   |                 |
| <b>11. REQUESTED RDO:</b>  |  |  |                 |
| <b>12. REQUESTED BIWEEKLY WORK SCHEDULE:</b><br><br>_____ 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.<br><br>_____ 4-10: Includes eight (8) workdays of ten (10) hours each biweekly pay period. Each workweek will consist of forty (40) hours of work.<br><br>_____ 6-12-8: Includes six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in the biweekly pay Period.<br><br>_____ 2-8, 2-12: Two 8 hour and two twelve hour work days in an administrative work week<br><br>_____ Other (describe): |  |  |                 |
| <b>13. EMPLOYEES SIGNATURE:</b>  |  | <b>14. DATE:</b>   |                 |
| <b>15. UNION REPRESENTATIVE'S SIGNATURE FOR ACKNOWLEDGEMENT:</b>   |  | <b>16. DATE:</b>   |                 |
| <b>17. SUPERVISORS'S DECISION:</b><br>_____ Approved<br>_____ Disapproved<br>(Attach reasons for disapproval or any comments)<br>(Complete/forward to CPAC within 15 days of request)  |  | <b>18. APPROVED RDO:</b>   |                 |
| <b>19. MANAGER'S SIGNATURE</b>   |  | <b>20. DATE:</b>   |                 |
| <b>21. CPAC REPRESENTATIVE'S SIGNATURE:</b>  |  | <b>22. DATE:</b>   |                 |

CBA Form 1

## FLEXIBLE WORK SCHEDULE (FWS) REQUEST OPTION FORM

|  |                     |           |
|--|---------------------|-----------|
| <b>1. Employee's Name:</b>   |                     |           |
| First: _____   | Last: _____         | MI: _____ |
| <b>2. Position:</b>  | <b>3. Pay Plan:</b> |           |
| <b>4. Title:</b>   | <b>5. Series:</b>   |           |
| <b>6. Organization:</b>  | <b>7. Grade:</b>    |           |
| <b>8. Telephone:</b>   | <b>9. Step:</b>     |           |
| <b>10. Requested FWS Action:</b>   |                     |           |
| Start _____ Change _____ Stop _____  |                     |           |
| <b>11. Employee Requested Work Schedule:</b>   |                     |           |
| <p><u>      </u> <b>FLEXIBLE WORK SCHEDULE/FLEXTIME OPTION:</b> Individuals must work 8- hours-per-day, 5-days-per-week, and be present during core hours unless on approved leave or excused absence. Any core time deviation (CTD) must be requested by the individual and approved by the supervisor in advance. The time must be made up on the same day. CTD should occur only in unusual circumstances. Individuals will select a starting time and an ending time from the flexible bands indicated below. The lunch periods will be 30-60 minutes during the mid-day flexible band.</p> <p>Requested Start/Stop Times</p> <p>Sun _____ Mon _____ Tues _____ Wed _____ Thurs _____ Fri _____ Sat _____</p> <p><u>      </u> <b>GLIDING SCHEDULE:</b> A type of flexible work schedule in which a full time employee has a basic work requirement of 8 hours each day and 40 hours in each week, may vary starting and stopping time each day and may change starting and stopping times daily within the established flexible hours. Employees must be present for duty during core hours or in an approved leave status during core hours. The lunch periods will be 30-60 minutes during the mid-day flexible band.</p> <p><u>      </u> <b>MAXIFLEX OPTION:</b> Individuals must work 80 hours per biweekly period. Core hours on fewer than ten (10) workdays in the biweekly pay period. Individuals must be present during core hours on all scheduled work days unless on approved leave, excused absence, or an approved core time deviation (CTD). Any CTD must be requested by the individual and approved by the supervisor in advance. The time must be made up during the biweekly period. CTD should occur only in unusual circumstances. Individuals may vary their beginning, lunch period, and ending times daily. A lunch period of 30-60 minutes must be taken during the mid-day flexible band.</p> |                     |           |

**12. EMPLOYEE'S SIGNATURE:**

**DATE:**

---

**13. UNION REPRESENTATIVE'S SIGNATURE FOR ACKNOWLEDGEMENT:**

**DATE:**

---

**14. SUPERVISOR'S DECISION AND SIGNATURE:**

\_\_\_\_\_Approved

\_\_\_\_\_Disapproved (Attach reasons for disapproval or any comments)(Complete and forward to CPO within 15 days of request)

**DATE:**

**15. SUPERVISOR'S ESTABLISHMENT OF CORE HOURS:  
(SUPERVISORS MUST ESTABLISH CORES HOURS FOR ALL FLEXIBLEWORK SCHEDULES)**

| Week 1 | Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
|--------|-----|-----|------|-----|-------|-----|-----|
|        |     |     |      |     |       |     |     |
| Week 2 | Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
|        |     |     |      |     |       |     |     |

**16. CPAC REPRESENTATIVE'S SIGNATURE:**

**DATE:**

**EMPLOYEE CREDIT HOUR REQUEST FORM**

|                                     |       |    |   |  |  |
|-------------------------------------|-------|----|---|--|--|
| <b>1. EMPLOYEE'S NAME:</b>          |       |    | <b>2. Date of hours requested:</b>  |  |  |
| Last                                | First | MI |   |  |  |
|                                     |       |    | <b>3. Hours requested to work:</b>  |  |  |
| <b>3a. Hours Requested to Work:</b> |       |    |   |  |  |
| Start time of Credit Hours _____    |       |    | End Time of Credit Hours _____  |  |  |
| <b>3b. Hours Requested to take:</b> |       |    |   |  |  |
| Start time of Credit Hours _____    |       |    | End Time of Credit Hours _____  |  |  |
| <b>4. POSITION TITLE:</b>           |       |    | <b>5. DEPARTMENT/SECTION</b>  |  |  |
|                                     |       |    |   |  |  |
| <b>6. EMPLOYEE'S SIGNATURE:</b>     |       |    | <b>7. DATE:</b>   |  |  |
|                                     |       |    |   |  |  |
| <b>8. MANAGER'S DECISION:</b>       |       |    | <i><b>NOTE:</b> Manager, once approved or disapproved, please return copy to requesting Employee. If approval is granted please annotate in ATAAPS.</i> |  |  |
| _____ Approved                      |       |    |   |  |  |
| _____ Disapproved                   |       |    |   |  |  |
| <b>9. MANAGER'S SIGNATURE:</b>      |       |    | <b>10. DATE:</b>  |  |  |
|                                     |       |    |   |  |  |

## ARTICLE 7

### OVERTIME/COMPENSATORY TIME

#### **SECTION 1. COVERAGE AND DEFINITIONS:**

a. 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.

b. Overtime is hours in a pay status of more than eight (8) hours a day or forty (40) hours a week, except for employees on alternative work schedules (AWS). In the case of employees using an AWS, overtime work is hours in excess of the number of hours the employee was scheduled to work on that day or week. Overtime work shall be paid at the appropriate overtime rate in accordance with applicable regulations. Overtime will be paid in fifteen (15) minute increments.

#### **SECTION 2. SCHEDULED OVERTIME:**

In the assignment of scheduled overtime, the Employer agrees to provide the employee notice as far in advance as practicable for re-adjustment of personal commitments, if needed. Generally, and where feasible, employees will be notified twenty-four (24) hours or more in advance.

#### **SECTION 3. UNSCHEDULED OVERTIME:**

In cases of emergency situations, it is recognized that little to no advance notice will be possible because of unforeseen mission requirements; However, the Employer will notify the employees as soon as the need for overtime is recognized.

#### **SECTION 4. EQUAL DISTRIBUTION:**

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. The Employer reserves the right to require any employee to perform overtime when his special skills are required. The Employer agrees that overtime work will be distributed equitably among the employees within the unit, as far as the nature of work will permit, in the following manner:

- a. The Employer should maintain records of all overtime worked and declined.
- b. 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.
- c. Requests to be Relieved of Overtime and/or Compensatory Time. Whenever possible, the employer 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 should normally 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. COMPENSATORY TIME:**

Compensatory time off shall be earned in accordance with applicable regulations. Compensatory time will be earned in fifteen (15) minute increments.

a. Nonexempt Employees, Employees in occupational series covered by Title 38 pay rules and exempt employees making less than the maximum rate of pay of a GS-10, 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. Employees will be compensated for all overtime and/or compensatory hours worked in accordance with law and government-wide regulation.

c. Employees who elect compensatory time in lieu of overtime pay, shall, to the extent practicable, be permitted to use their earned compensatory time no sooner than the pay period after the compensatory time is earned.

d. The limit for using compensatory time is before the end of the twenty-sixth (26th) pay period after which the time was earned. Employees should use previously earned compensatory time before using accrued annual leave except when annual leave will be forfeited. If not used, the unused compensatory time worked will be paid at the Employees' overtime rate at which it was earned. Travel Compensatory Time does not convert to overtime and is lost if not used within the prerequisite timeframe of 26 pay periods.



**SECTION 6. COMPENSATION WHEN REPORTING TO WORK OUTSIDE NORMAL**

**HOURS:**

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 (2) 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 7. 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 for Information Technology Personnel, as it relates to the requirements set forth in Article 7, Overtime and/or Compensatory Time, Section 6. When responding to a minor Information Technology hardware or software repair tasking, outside of their regular shift hours,

hereinafter termed an “Electronic Call Out”, employees will be granted flexibility in choosing whether to report on-site or resolve issues remotely.

**SECTION 2. COVERAGE:**

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

**SECTION 3. PROVISIONS:**

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

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

(2) 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 minutes to complete in which case they will be compensated for the actual time spent.

b. Access to the Fort Bragg networks will be via the Army provided VPN (Virtual Private Network) utilizing their AD (Activate Directory) 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.

**ARTICLE 9**

**TELEWORK**

**SECTION 1: GENERAL**

The provisions of this Article must be followed when implementing a telework arrangement at Fort Bragg.

## **SECTION 2. TYPES OF TELEWORK:**

There are 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 3. FORT BRAGG SPECIFIC DEFINITIONS:**

a. **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).

b. **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.)

c. **Regular and recurring telework** means an approved work schedule where eligible Employees regularly work at least one (1) day per biweekly pay period at an alternative worksite.

d. **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 other official duties in a specified work or office area of his or her home that is suitable for the performance of official business

e. **Telework agreement** means a written agreement, completed and signed by an Employee and appropriate management 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 contained in the DD Form 2946 as well as any other subjects necessary to reflect agreement on the terms of a particular telework arrangement.

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

g. **Remote work** is a special type of alternative work arrangement by which an employee is scheduled to perform work within or outside the local commuting area of an agency worksite and is not expected to report to an agency worksite on a regular and recurring basis.

#### **SECTION 4. FORT BRAGG TELEWORK POLICY:**

a. An Employee who teleworks must complete and sign a DD Form 2946 and complete all mandated/ required telework training, 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 remain 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 during

duty hours.

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 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 this 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.

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

j. 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. 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.

#### **SECTION 5. DOCUMENTING TELEWORK ARRANGEMENTS:**

Telework requests will be submitted in writing to the immediate supervisor, utilizing DD Form 2946.

The supervisor will maintain copies of all executed telework agreements and all safety checklists.

**SECTION 6. MANAGEMENT/EMPLOYEE RESPONSIBILITIES:**

a. Management:

(1) Ensures that appropriate management controls and reporting procedures are in place before employees begin a telework assignment.

(2) Each activity will determine which appropriate level management official will have final approval/disapproval authority.

b. Supervisors:

(1) Concur/Non-concur with the employee's participation in the program;

(2) Approve/Disapprove alternative telework site arrangements

(3) Assess the portability of the employee's work and the likelihood of the employee's ability to successfully fulfill their duties and responsibilities away from the official duty station;

c. Employees:

(1) Safeguard agency equipment and use it only for official purposes;

(2) Complete the "Employee Self-Certification of Time and Attendance Report" and return it to the supervisor on a bi-weekly basis;

(3) Complete the "Employee Self-Certification Safety Checklist" which identifies significant safety standards that should be met and return it to his/her supervisor prior to entering into a Telework agreement.

**SECTION 7. DESIGNATED HOME WORKSPACE:**

a. If working at home, employees participating in Telework should have designated workspace or a workstation for performance of their duties. Requirements will vary, depending on the nature of the work and the equipment needed to perform the work.

b. Telework arrangements may increase an employee's home utility cost. The Employer assumes no responsibility for an employee's expenses related to utilities and associated cost.

c. While the Agency may own some of the property and materials used by the employee in the home workplace, the employee agrees and understands that the home workplace is not a Government facility, and that costs of safeguarding, insuring, and maintaining the home workplace and the Government property therein are the sole responsibility of the employee.

d. If the teleworker is unable to work from the alternate location due to power outage or equipment failure etc., the employee will immediately contact their supervisor, who based on the situation will determine the appropriate duty or leave status to account for the employee's time. The employee may be required to report back to the Employers premise depending on the nature of the incident.

**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 canceling or delaying the rest period will really resolve the work situation before suspending the rest period.

**SECTION 2. TIME OF REST PERIODS:**

Rest periods 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 periods 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, they may do so during their granted rest period(s). Smoking will only be allowed in designated areas of Commands that are not considered tobacco free workplaces.

**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       |
| Juneteenth                    | June 19                  |
| 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 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 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:**

The Automated Time Attendance and Production System (ATAAPS) will be utilized to request and document all annual leave. The Employer will approve or disapprove the request utilizing ATAAPS within seven (7) calendar days of receipt when leave is scheduled to begin more than seven (7) days after the request. Requests made seven (7) days or less in advance will be acted upon and returned after review of mission requirements. 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 based upon critical mission requirements. 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 prior to 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.

**SECTION 6. USE OR LOSE LEAVE:**

All use or lose leave must be scheduled in ATAAPS by 1 July. Any use or lose annual leave, which has been denied, must be rescheduled 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.

**SECTION 7. MEDICAL CENTER LICENSED NURSING PERSONNEL AND PHARMACY STAFF:**

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

b. The official Thanksgiving Holiday Season begins at 12:00 a.m. on the Saturday prior to Thanksgiving and ends at 11:59 p.m. on the Sunday following Thanksgiving. The official Christmas Holiday Season begins at 12:00 a.m. the Saturday prior to Christmas and ends at 11:59 p.m. the Sunday following New Year's Day. Employees' leave requests will be restricted to either the Thanksgiving Holiday period or the Christmas/New Year's Holiday period, but not both.

c. 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.

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

**SECTION 8. ANNUAL LEAVE PLAN:**

a. An Annual Leave Plan is an informal written projection of an employee's desired leave dates from 1 February through 31 January each year.

b. An Employee may choose to submit an annual leave plan, in writing, to their supervisor, by 1 February of each year, to identify the Employee's leave desires for the period ending 31 January of the following year. 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. Upon the plan being returned to the employee, the employee must submit their approved dates from their annual leave plan into ATAAPS, via the Leave Request option, within seven (7) calendar days.

c. Annual leave plans will be evaluated in two categories: leave requests of forty (40) hours or more and leave requests 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. When approving leave requests in both categories would create a conflict impairing operations in an organization, the dates requested for leave in the forty hour or more category will be given priority.

d. Leave previously approved by the Employer will normally not be cancelled except when critical mission requirements would require cancellation.

**SECTION 9. LEAVE DONATIONS:**

Currently, only annual leave may be donated. Donations to specified Employees will be made in accordance with the Agency Voluntary Leave Transfer Program (VLTP). Employees should contact

the Civilian Personnel Advisory Center for information on eligibility for the VLTP.

**SECTION 10. ADVANCED ANNUAL LEAVE:**

Request for advance annual leave will be submitted in writing to the supervisor. The supervisor will transmit the request to the Activity Commander or the Commander's delegate for review and approval/disapproval. 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:**

The Automated Time Attendance and Production System (ATAAPS) will be utilized to request and document all sick leave.

**SECTION 2. SICK LEAVE ACCRUAL:**

Employees shall accrue 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.

a. **DUTY SECTIONS THAT DO NOT OPERATE AROUND THE CLOCK:**

Employees must request sick leave, and provide information to support their request for sick leave, prior to the beginning of their scheduled shift. For sick leave requests made after the start of a scheduled shift, decisions to approve or disapprove will be made on a case by case basis.

b. DUTY SECTIONS THAT DO OPERATE AROUND-THE-CLOCK:

Employees must make every reasonable effort to request sick leave, and provide information to support their request for sick leave, no less than two (2) hours prior to the beginning of their scheduled shift. When a two (2) hour advance notice is not possible, employees will ensure that notice is given at least one (1) hour prior to the beginning of their shift.

c. 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 a text message, an e-mail or leave a message (with phone number where they can be contacted) on their supervisor's work site answering machine as a supplement to calling by telephone. Parties to this contract acknowledge that there are difficulties inherent in the use of text messages, 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 text message, e-mail or voicemail was received by a supervisor with authority to grant sick leave.

**SECTION 3. 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 4. 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 5. EXTENDED ILLNESS:**

The Employee will furnish an acceptable medical certificate if the Employee utilizes sick leave for more than three (3) consecutive workdays. The Employee may also be required to furnish an acceptable medical certificate for a lesser period of time when the Agency determines it is administratively necessary. With the exceptions specified in Section 6 below; each Employee shall furnish an acceptable medical certificate within fifteen (15) calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such documentation. An employee who does not provided the required evidence or medical certification

within the specified time period is not entitled to sick leave. Sick leave will be granted for all periods of absence due to sickness or injury covered in the medical certificate.

**SECTION 6. EXCEPTIONS TO DAILY REQUESTS FOR SICK LEAVE**

a. 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.

b. 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 7. HOLIDAY PERIOD SICK LEAVE PROCEDURES FOR ALL NON-FIREFIGHTER 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 12:00 a.m. on the Saturday prior to Thanksgiving and ending at 11:59 p.m. on the Sunday following Thanksgiving and also, beginning at 12:00 a.m. on the Saturday Prior to Christmas Day and ending at 11:59 p.m. the Sunday following New Year's 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 8. 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 should normally request sick leave at least three (3) days prior to the date of the appointment.

**SECTION 9. SICK LEAVE RESTRICTIONS:**

a. Employees suspected of abusing sick leave privileges may be required to submit a medical certificate to substantiate each absence due to claimed illness, regardless of duration. For example, a pattern of sick leave usage not verified by acceptable medical certificates or excessive sick leave usage may result in an employee being placed under leave restrictions, via a Letter of Requirement.

b. A Letter of Requirement will specifically advise the employee of the reason for placing the employee under leave restrictions and of the requirement to provide a medical certificate for the use of sick leave. The management official will review employee's use of sick leave no less than once each ninety (90) days thereafter and will withdraw the requirement in writing if acceptable improvement is noted.

c. Chronic Conditions. Managers should use discretion before imposing leave restrictions 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 10. ADVANCED SICK LEAVE:**

Requests for advanced sick leave will be submitted in writing to the supervisor and will include administratively acceptable medical documentation to support the request. The supervisor will

transmit the request to the Activity Commander or the Commander's delegate for review and approval/disapproval. Up to 240 hours of advanced sick leave may be granted consistent with applicable law and regulation.

## **ARTICLE 14**

### **OTHER LEAVES AND ABSENCES**

#### **SECTION 1. LEAVE WITHOUT PAY:**

a. Leave without pay (LWOP) is a temporary non-pay status and absence from duty that, in most cases, is granted at the employee's request. In most instances, granting LWOP is a matter of supervisory discretion and may be limited by agency internal policy.

b. All requests for Leave without Pay (LWOP), regardless of duration, are subject to laws, regulations, workload requirements and the approval of the Employee's immediate supervisor.

#### **SECTION 2. ADMINISTRATIVE LEAVE FOR UNION REPRESENTATION:**

a. Employees requesting to speak to a Union Officer or Steward for representational purposes will be on administrative leave.

b. The employee will fill out a leave request in ATAAPS and will annotate in the remarks section of their consultation with the union.

c. The leave request will be completed and presented to the supervisor for approval before the employee leaves to attend the consultation.

d. If the supervisor denies the request due to mission requirements, the supervisor will recommend an alternate date and time, normally within 24 hours or the next duty day.

e. Employees will be granted up to two (2) hours of administrative leave for this purpose.

### **SECTION 3: FAMILY AND MEDICAL LEAVE ACT**

a. Under the Family and Medical Leave Act of 1993 (FMLA), most Federal employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for the following purposes:

- the birth of a son or daughter of the employee and the care of such son or daughter;
- the placement of a son or daughter with the employee for adoption or foster care;
- the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
- a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions.
- any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

b. Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA. (The amount of sick leave that may be used to care for a family member is limited.) FMLA leave is in addition to other paid time off available to an employee.

c. 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 (1) year or less are not entitled to FMLA.

d. Prior to taking FMLA, an Employee must provide their immediate supervisor with the completed U.S. Department of Labor Form WH-380-E, Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act. WH-380-F will be used for the Certification of Health Care Provider for a Family Member's Serious Health Condition under the Family and Medical Leave Act and WH-384 will be used for Certification for Military Family Leave for Qualifying Exigency under the Family and Medical Leave Act.

e. An employee must provide notice of his or her intent to take family and medical leave not less than 30 days before leave is to begin or, in emergencies, as soon as is practicable.

f. 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.

g. Upon return from FMLA leave, an employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

h. An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee on unpaid FMLA leave may pay the employee share of the premiums on a current basis or pay upon return to work.

**SECTION 4. COURT LEAVE:**

a. Court leave is an authorized absence, without charge to leave or loss of compensation, of an Employee as follows:

**Jury Duty** - An employee who is summoned to serve as a juror in a judicial proceeding is entitled to Court leave.

**Witnesses** - An employee who is summoned as a witness in a judicial proceeding in which the Federal, State, or local government is a party is entitled to court leave.

**Official Duty** - An employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not court leave.

b. This provision does not apply to intermittent Employees or Employees in a leave without pay status.

c. If there is no jury/witness service, there is no court leave. The employee would be charged annual leave, sick leave, or leave without pay, as appropriate.

d. 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.

e. Upon completion of the service, the Employee will submit written evidence of the dates the Employee served as a witness or juror.

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

g. If an Employee is excused from court service with sufficient time to enable the Employee to return to the worksite, 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.

h. Employees must reimburse to their agency fees paid for service as a juror or witness. However, monies paid to jurors or witnesses which are in the nature of "expenses" (e.g., transportation) do not have to be reimbursed to the agency. Employees must contact the Resource Management Office for information on reimbursement procedures.

i. 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.

j. 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 5. ADMINISTRATIVE LEAVE FOR VOTING**

a. Agencies have authority to grant administrative leave for voting in Federal, State, county, or municipal elections or in referendums on any civic matter in their community, to the extent that such time off does not seriously interfere with agency operations.

b. Typically, polling places throughout the United States are open for extended periods of time. Therefore, administrative leave should rarely be needed.

c. Employees holding voting residence within a 40 mile radius from the center of Fort Bragg



may coordinate their request, with their supervisor, to be granted excused time to vote which will permit them to report for work within 3 hours after the polls are open or leave within 3 hours before the polls close, whichever requires the lesser amount of time off.

d. An Employee residing more than forty (40) miles from Fort Bragg (or living out of state) may coordinate their 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.

e. Some employees may find it necessary to vote during an early voting period because of work requirements on the day of the election. However, excused absence will be granted for early voting on a scheduled workday only when the employee will be unable to vote on the day of the election because of official duties such as travel and cannot vote by absentee ballot. If an employee chooses to vote earlier, but the hours in which polling places are open are shorter than on Election Day, the employee is not eligible for excused absence because the employee has opted to vote at that time.

## **SECTION 6. SICK LEAVE FOR FAMILY CARE**

a. An employee is entitled to use up to 104 hours of sick leave for the purposes outlined below:

(1) provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

(2) attend to a family member receiving medical, dental, or optical examination or treatment;

(3) provide care for a family member who would, as determined by the health authorities having jurisdiction or a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or

(4) make arrangements necessitated by the death of a family member or attend the funeral of a family member.

b. An employee is entitled to a total of 12 weeks (480 hours) of sick leave each leave year to care for a family member with a serious health condition, which includes 13 days (104 hours) of sick leave for general family care or bereavement purposes. If the employee previously has used any portion of the 13 days of sick leave for general family care or bereavement purposes in a leave year, that amount must be subtracted from the 12-week entitlement. If an employee has already used 12 weeks of sick leave to care for a family member with a serious health condition, he or she cannot use an additional 13 days in the same leave year for general family care purposes. An employee is entitled to no more than a combined total of 12 weeks of sick leave each leave year for all family care purposes.

## **SECTION 7. PAID PARENTAL LEAVE**

a. Paid parental leave under the Federal Employee Paid Leave Act, 5 USC 7601, is a form of paid leave that only may be used by substituting it for unpaid leave under the Family and Medical Leave Act. To be eligible for paid parental leave, a Federal employee must be eligible for Family and Medical Leave Act (FMLA).

b. The employee must have a *qualifying* birth or placement event—that is, the birth or placement (for adoption or foster care) of the employee's child must occur on or after October 1,

2020. The employee must provide the employer with appropriate documentation showing that the employee's use of paid parental leave is directly connected to a birth or placement that has occurred.

c. An employee must invoke FMLA unpaid leave for the birth of a child or placement of a child with the employee for adoption or foster care in order to receive paid parental leave. Paid parental leave is limited to 12 weeks in connection with a birth or placement of an employee's child. Use of FMLA leave for purposes other than birth or placement of a child (e.g., leave based on a serious health condition) during a 12-month FMLA period may reduce the FMLA leave available for birth or placement purposes.

d. Work Obligation. Prior to using paid parental leave, an employee is required to enter into a written service agreement to work for the applicable employing agency (i.e., the agency employing the employee at the time paid parental leave concludes) for 12 weeks after the day on which paid parental leave concludes, which day is—

(1) the workday on which an employee finishes using the 12 workweeks of paid parental leave; or

(2) if the employee uses less than 12 workweeks of paid parental leave during the 12-month period following the birth or placement, the last workday on which the employee used paid parental leave in connection with the given child.

e. The work obligation is met by performing work after use of paid parental leave concludes. The 12-week work obligation is statutorily fixed and applies regardless of the actual amount of leave used (i.e., an employee who uses less than 12 weeks of paid parental leave would still be obligated to work 12 weeks).

## **SECTION 8. OTHER LEAVES:**

All leaves not specifically covered in this agreement, which may fall under any existing or future applicable law, rule or regulation, shall be administered in accordance with the governing authority. Information regarding various leave programs and flexibilities may be found under Leave Administration on the Office of Personnel Management's website at OPM.gov.

## **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 their lunch period, and, when necessary, time to wash their person and change clothes immediately prior to end of shift.

**SECTION 4. PARKING:**

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**

**ELECTRONIC OFFICIAL PERSONNEL FOLDERS (eOPF)**

**SECTION 1. PURPOSE:**

It is agreed that eOPF allows each Employee to have electronic access to their own personnel folder. Some unique features include:

- a. Provides secure access to employment documents/official forms and information to a geographically dispersed workforce.
- b. Supports a multi-level secure environment.
- c. Eliminates loss of an Employee's official personnel folder during filing and/or routing.
- d. Reduces costs associated with storage, maintenance, and retrieval of records.
- e. Complies with Office of Personnel Management (OPM) and Federally mandated HR Employee record management regulations.

- f. Delivers system-generated email notifications to Employee.

**SECTION 2. REVIEW OF THE eOPF:**

Employees are encouraged to keep their personnel files up-to-date and should review their eOPF on an annual basis.

**ARTICLE 17**

**DEFENSE PERFORMANCE MANAGEMENT AND APPRASIAL PROGRAM**

The Fort Bragg Defense Performance Management and Appraisal Program is not part of this Agreement. Provisions of the negotiated Fort Bragg DPMAP MOA will be followed with regard to evaluating employee performance.

**ARTICLE 18**

**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.

**ARTICLE 19**

**ALCOHOL AND DRUG POLICIES**

Fort Bragg's negotiated Drug and Alcohol Consumption Policy and Drug and Alcohol Testing Policy for Employees who require a Commercial Driver's License to perform the duties of their

position are not part of this Agreement.

## **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, 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.

b. 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.

c. 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 appropriate leave and receive permission, via ATAAPS, 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, for the initial visit, referral to an outside resource, general employee orientation or educational activities. 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. 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. Adverse Weather Employees are those Employees who perform essential duties which ensure 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 may also be posted on the Fort Bragg Website and other media outlets. Ultimately, it is the responsibility of the Employee to verify their organization/activity status during adverse weather conditions.

#### **SECTION 3. 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.
- 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 cannot 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 when they are also convinced the Employee was truly unable to get to work because of unusually hazardous conditions. Adverse Weather Employees who do not report to duty and who are not approved for annual leave may be marked as AWOL, administrative excused time cannot be granted and appropriate disciplinary action will be considered.

#### **SECTION 4. 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:

- a. **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 Employees in a duty status will receive Administrative Leave.
- b. **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. It is the responsibility of all Employees to make inquiries into any possible delays. Non-adverse weather personnel in an approved leave status will not receive Administrative Leave for this delay period .

c. **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 may be released from duty. Once the installation commander has made the decision to release Employees, only Activity Commanders may 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. Granting of Administrative Leave for the release 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 5. TELEWORK-READY EMPLOYEES**

Telework-ready employees who are able to perform work at an approved telework site must telework the entire workday or request leave, or a combination of both. Telework program participants working in the office when an early departure is announced may receive weather and safety leave only for the amount of time required to commute home (excluding the period of time for an unpaid lunch break, if applicable). Telework program participants must complete the remaining time (if any) in their workday by either teleworking or taking leave (paid or unpaid) once they arrive to their approved telework site.

**SECTION 6: EXTREME HEAT:**

If conditions of extreme heat develop during duty hours, the following actions will be taken:

a. 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.

b. Heat index warnings will be as follows:

(1) Category III -----Work as usual, but with caution.

(2) 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.

c. 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 7. HOT AND COLD CONDITIONS:**

Heat and cold conditions will be determined by the 82nd Airborne Division and/or Womack Army Medical Center's Public Health 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 8. 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.

**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 HDP and EDP have been mitigated by adequate safeguards which may include protective clothing and/or devices, failure to utilize such safeguards, 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.

### **ARTICLE 23**

#### **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/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 5. 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 consideration to providing training when the Employee is willing to pursue training, subject to budget and aptitude.

**SECTION 6. 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, 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.

**SECTION 3. DUTIES DURING DETAILS:**

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. In either case the Employee will be advised as to the initial duration of the detail.

**SECTION 4. DOCUMENTATION OF DETAILS:**

Details will be documented in accordance with OPM's Guide to Processing Personnel Actions.

**SECTION 5. MAJOR REORGANIZATIONS:**

The employer will notify the Union of any major reorganization, which will result in multiple details in excess of thirty (30) days. Notifications 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. The 120-day period includes all details to higher graded positions and temporary promotions, during the preceding 12 months.

## **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.

#### **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 thirty (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 specific RIF notice, they and/or their designated Union Representative may review the retention register, in the Civilian Personnel Advisory Center, for their competitive level. The Employee and/or their representative may also review the retention registers, in the Civilian Personnel Advisory Center, for competitive levels into which the Employee may legally

have assignment rights. Relevant records will be made available for review at the Civilian Personnel Advisory Center. Retention Factors identified in current applicable laws, rules, and regulations, will be utilized in determining Employee's retention standing.

**SECTION 4. UNION AND EMPLOYEE NOTIFICATION:**

a. The Civilian Personnel Advisory Center will notify the Union of 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 RIFs will be administered in keeping with applicable regulations. While a RIF 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 RIF 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. 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.

d. Supervisors receiving new Employees as a result of RIF must establish performance standards, for the new Employee within thirty (30) calendar days of the Employee's first day of duty.

**SECTION 5. OFFICIAL PERSONNEL FILE REVIEW:**

Employees affected by RIF are encouraged to review their Electronic Official Personnel File to ensure all information is accurate. Updates to employee records will be coordinated with the Civilian Personnel Advisory Center.

**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 Advisory Center. 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.

Federal Wage System 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 OPM.

**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:**

Other duties as assigned will appear as an un-numbered paragraph in the job description to make clear that the assignment of duties to employees is not limited by the context of the position description. 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 normally strive to assign Employees whose normal duties and pay level are most nearly associated with those of the temporary assignment. The Employer further agrees to take into consideration when making such assignments, the Employee's ability to perform the task. Employees are encouraged to volunteer for such temporary assignments.

**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 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 their 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 employment opportunities to all employees and to prohibit discrimination due to race, color, religion, sex,

(including pregnancy, transgender status and sexual orientation), national origin, age (40 or older), disability or genetic information.

**SECTION 2. FORT BRAGG EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM:**

The Employer will administer the Fort Bragg EEO program. The Employer and the Union will support all policies reflecting the Commander's commitment to attain EEO goals.

**SECTION 3. REPRESENTATION:**

In accordance with 29 CFR §1614.605, at any stage in the processing of a complaint, including the counseling stage, bargaining unit employees shall have the right to be accompanied, represented and advised by a Union Official or a representative of complainant's choice.

**SECTION 4. EEO MD-715 REPORT:**

The employer will provide annually, but no later than 6 months after the end of the fiscal year, to the Union, the EEO-MD 715 Report. This being the Employer's submission to the Equal Employment Opportunity Commission.

**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 work, normally performed by bargaining unit employees, in

accordance with governing law, rule and regulation.

**SECTION 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/FORMAL MEETINGS:**

Effective communication between management and employees 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 may 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 Advisory Center.

## **SECTION 3. UNFAIR LABOR PRACTICE**

In the event that an Unfair Labor Practice (ULP) (5 E.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 Advisory Center, together with sufficient facts to allow understanding of the alleged violation. The charged party, the Civilian Personnel Advisory Center and the Union will have 14 calendar days to resolve the issue at an informal level, providing 14 calendar days to resolve the issue at an informal level would not cause the ULP to be untimely.

## **ARTICLE 32**

## **FIREFIGHTERS**

### **SECTION 1. COVERAGE:**

This article applies to Firefighters assigned to the 0081 Firefighter and 0099 Firefighter Student Trainee occupational series, who work 24 hour operational shifts, in Bargaining Unit positions at Fort Bragg, North Carolina. Other articles in this Agreement will apply to Firefighters unless the specific issue is covered in this article. If a conflict occurs between this article and another in this agreement, this article will take precedence. The parties agree that, due to complexities in work schedules and changes in mission needs, this article may be modified by separately negotiated Memorandums of Agreement.

### **SECTION 2. HOURS OF PAID DUTY:**

The current work schedule for a shift firefighter throughout the year is 144 hours per pay period, normally with cycles consisting of two consecutive 24 hour operational shifts and 48 hours off duty. As a general guideline, the twenty-four (24) hour 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 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 a work pod or to 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.

#### **SECTION 4. EXTENDED ILLNESS**

The Employee will furnish an acceptable medical certificate if the Employee utilizes sick leave for more than three (3) consecutive operational shifts. The Employee may also be required to furnish an acceptable medical certificate for a lesser period of time when the Agency determines it is administratively necessary. Each Employee shall furnish an acceptable medical certificate within fifteen (15) calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave. Sick leave will be granted for all periods of absence due to sickness or injury covered in the medical certificate.

#### **SECTION 5. WORK LOCATION / WORK POD PLACEMENT:**

The intent of this section is to describe the standard practice for determining an employee's current and future assignment to a work pod and work location (Fire Station).

a. Annually, Firefighters may voluntarily submit a written preference in work location, to Management, from 15 November until 1 December. Management will review all requests and

provide a written response(s) by 15 December. Changes in work location made during this process will take effect on the first (1st) day of the first (1st) full pay period of April.

b. The Employer and the Union will make every effort to ensure this time limit is met due to Article 41 requirements. Should Management need to make a mandatory change during this process, or throughout the year, they will notify the Union per Article 41.

c. When multiple firefighters request to be reassigned to the same station, normally whenever possible, management will use civil service time in the unit as a determining factor.

#### **SECTION 6. ANNUAL LEAVE PLAN:**

All Firefighters will submit their yearly Annual Leave Plan, covering the period from 15 February (of the current year) through 14 February (of the following year) Management, by 15 January of each year. Management will return the Annual Leave Plan to the Firefighter no later than 31 January. Conflicts for requested leave dates will be resolved by utilizing the employees Service Computation Date (SCD) Leave date.

#### **SECTION 7. HEALTH AND SAFETY:**

To ensure a healthful work environment, the Employer will maintain an Occupational Health Program, and provide those health and medical services, to include firefighter physicals and immunizations, required by present and future published regulations. The Employer will make every effort to provide the most modern and efficient: personal safety equipment, facilities, safe working conditions, 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 ensure they will be in safe operating condition.

b. The parties agree that safety is a collective responsibility of the Employer, the Employee and the Union. The Union will support the Installation Safety Program by ensuring 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.

## **ARTICLE 33**

### **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 34**

**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.

**SECTION 2. INFORMATION:**

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 leave for childcare purposes, in accordance with existing, or future governing law, regulation, or applicable Article(s) of this Agreement.

**ARTICLE 35**

**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 in a timely manner.

The parties further agree that effective Employee-Employer-Union relationships may help to

prevent situations which require disciplinary actions.

**SECTION 2. DEFINITIONS:**

A Disciplinary action is a personnel action, normally taken for conduct reasons, which negatively affects an employee. Disciplinary actions are defined below:

- a. Informal Disciplinary Action – Oral admonishments and verbal/written counselings are examples of informal disciplinary actions. These actions are intended to correct actionable conduct, usually before more serious steps are deemed necessary.
- b. Formal Disciplinary Action – a written Reprimand, a Suspension or a Removal.
- c. Adverse Action – Suspensions greater than 14 days, Indefinite Suspensions, Changes to Lower Grade and Removals are described as adverse actions

**SECTION 3. INVESTIGATION:**

a. Disciplinary action will be initiated after an investigation or inquiry into the alleged misconduct has been conducted, as appropriate. Managers are encouraged to ask questions of all parties involved, including the alleged subject of the inquiry, so they have the relevant facts to determine whether or not to proceed with the action.

b. 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 4. DOCUMENTATION:**

The Employer will make available to the Employee all documentary evidence used to support a disciplinary action. Copies of relevant evidence will normally be provided with the disciplinary 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.

#### **SECTION 5. 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 6. FORMAL DISCIPLINARY ACTION:**

With the exception of a written letter of reprimand, the procedure for taking a formal disciplinary action is as follows:

a. Non-Adverse Disciplinary Action: The Employer will issue a notice of proposed disciplinary action which will advise the employee of the alleged misconduct. The notice of

proposed disciplinary action will also advise the employee of when, where and how they may provide an oral and/or written response to the deciding official before a final decision is rendered on whether to impose discipline. Upon receipt of the proposed disciplinary action, the Employee will be given at least seven (7) calendar days to respond and will be afforded a notice period of ten (10) calendar days before the decision can be effected. The Employee may seek the assistance of the Union at any time during this process.

b. Adverse Disciplinary Action: The Employer will issue a notice of proposed disciplinary action which will advise the employee of the alleged misconduct. The notice of proposed disciplinary action will also advise the employee of when, where and how they may provide an oral and/or written response to the deciding official before a final decision is rendered on whether to impose discipline. Except in circumstances requiring the application of exceptions to the notice and reply periods found in government-wide regulations such as those found in 5 CFR 752.404(d)(1) and (2), the employee will be given at least fifteen (15) calendar days to respond and will be afforded a notice period of thirty (30) calendar days before the decision can be effected. The Employee may seek the assistance of the Union at any time during this process.

#### **SECTION 7. 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 36**

#### **GRIEVANCE PROCEDURE**

**SECTION 1. PURPOSE:**

The purpose of this Article is to provide a mutually acceptable method of prompt and equitable resolution of grievances.

**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 Management 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 5 U.S.C. 7532
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, General Services Board of Contract Appeals or the Merit Systems Protection Board



10. Appropriate and/or legal action taken by the Agency in compliance with changes mandated by updates to law, rule, regulation or Executive Order
11. Any Prohibited Personnel Practice or issues if the complaint has been raised to the Office of Special Counsel (OSC).
12. A proposed disciplinary action or a proposed performance-based action.
13. Failure of the Agency to adopt a suggestion.
14. 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.
15. Initial formulation of the individual's objectives or individual's performance elements and standards.
16. A discharge during an Employee's probationary or trial period.
17. A personnel action taken as the result of abandonment of position or a properly conducted Reduction-in-Force (RIF), except where claims of procedural violations are raised.
18. Any action concerning the Voluntary Early Retirement Authority (VERA) or the Voluntary Separation Incentive Payment (VSIP).

**SECTION 5. GRIEVANCE CONTENTS AND FORMAT:**

- a. The Parties agree that all grievances must be presented utilizing the CBA Form 2 and must set forth the following:
  - (1) The issue giving rise to the grievance; and
  - (2) Whether a meeting is requested; and
  - (3) The provision(s) of law, regulation, or this Agreement which allegedly has been

misinterpreted, misapplied, or violated; and

(4) All relevant evidence and information, or an assertion that relevant evidence is believed to be in the sole possession of the other party; and

(5) The relief sought, which must be personal to the grievant(s); and

(6) The name and duty organization of the grievant. The Employee's title, series, and grade should be included if known.

b. The filing party will complete all blocks on the CBA Form 2 before submission to the Fort Bragg Civilian Personnel Advisory Center.

**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.

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.

**SECTION 7. DECISIONS OF NONGRIEVABILITY:**

a. Issues of grievability will be raised as early as possible but no later than the date on which the Step 3 decision is issued.

b. Grievability issues are required to be resolved by arbitration prior to addressing the merits

of the original grievance.

**SECTION 8. IDENTICAL GRIEVANCES:**

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.

**SECTION 9. AMENDED GRIEVANCE**

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

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

**SECTION 10. TIME TO PREPARE A GRIEVANCE:**

An aggrieved Employee in a duty status shall normally be granted up to two (2) hours of official duty time to prepare their grievance, but must be granted permission from the supervisor prior to leaving the worksite. The Employee will be given another time and date they can leave the worksite for up to two (2) hours 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 Advisory Center. Except for claims of continuing violations, the grievant must raise their grievance within 30 calendar days of the issue giving rise to the grievance. If requested, the Employer will hold a Step 1 meeting with the grieving party within fourteen (14) calendar days after receipt of the written grievance.

b. A written decision will be sent to the grieving party within fourteen (14) calendar days after the Step 1 meeting. The written decision will offer relief, deny relief or provide relief in part.

## **SECTION 11. STEP 2**

a. If the grieving party does not accept the decision of the Step 1 official, and chooses to pursue the matter further, the grieving party must submit a Step 2 grievance within fourteen (14) calendar days after receipt of the Step 1 decision. If requested, the Employer will hold a Step 2 meeting with the grieving party within fourteen (14) calendar days after receipt of the request. A written decision will be sent to the grieving party within fourteen (14) calendar days after the Step 2 meeting. If no Step 2 meeting is requested, a written decision will be sent to the grieving party within fourteen (14) calendar days after receipt of the Step 2 grievance.

b. With the exception of Letters of Reprimand, Employee grievances resulting from formal disciplinary action, will be initiated at Step 2 and must be filed with the Civilian Personnel Advisory Center no later than 30 days after receipt of the Employer's decision to impose discipline, whichever is later.

## **SECTION 12. STEP 3**

If the grieving party does not accept the decision of the Step 2 official, and chooses to pursue the matter further, the grieving party must submit a Step 3 grievance within fourteen (14) calendar days after receipt of the Step 2 decision. If requested, the Employer will hold a Step 3 meeting with the grieving party within fourteen (14) calendar days after receipt of the request. A written decision will be sent to the grieving party within fourteen (14) calendar days after the Step 3 meeting. If no Step 3 meeting is requested, a written decision will be sent to the grieving party within fourteen (14) calendar days after receipt of the Step 3 grievance.

**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 Advisory Center 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 to meet a time limit established in this Article shall serve as 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:**

a. Except for claims of continuing violations, the Union must raise their grievance within 30 calendar days of the issue giving rise to the grievance. Union grievances will be submitted in writing to the Fort Bragg Civilian Personnel Advisory Center and will be addressed to the commander of the activity involved in the grievance. The activity Commander, or designee, will serve as the grievance official for Union grievances. 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.

b. Except for claims of continuing violations, the Employer must raise a grievance within thirty (30) calendar days of the issue giving rise to the grievance. Employer grievances will be submitted in writing to the Union President. 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

|  |       |  |   |   |                  |
|--|-------|--|---|---|------------------|
| <b>1. GRIEVANT(S) NAME:</b>  |       |  | <b>2. GRIEVANCE NUMBER</b>  | <b>3. GRIEVANCE LEVEL</b><br>_____ Step 1<br>_____ Step 2<br>_____ Step 3<br>Meeting requested __ Yes __ No |                  |
| Last   | First | MI   | <b>4. TYPE OF GRIEVANCE:</b> _____ Individual<br>_____ Union _____ Agency |   |                  |
| <b>5. GRIEVANT(S) JOB TITLE, SERIES AND GRADE:</b>   |       | <b>6. GRIEVANT(S) ORGANIZATION/UNIT, IMMEDIATE SUPERVISOR'S NAME AND TELEPHONE #</b> |   |   |                  |
| <b>7. SPECIFIC ARTICLE(S) &amp; SECTION(S) OF THE AGREEMENT ALLEGED TO BE VIOLATED</b>   |       |  |   |   |                  |
| <b>8. DATE OF ALLEGED VIOLATION(S)</b>   |       |  |   |   |                  |
| <b>9. FILING. List and attach all supporting documents. Use reverse side or attach a separate sheet of paper if needed.</b>  |       |  |   |   |                  |
| Attachments? __ No __ Yes<br>Number _____  |       |  |   |   |                  |
| <b>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).</b> |       |  |   |   |                  |
| Attachments? __ No __ Yes<br>Number _____  |       |  |   |   |                  |
| <b>11. REMEDY OR REDRESS SOUGHT: (Use reverse side or attach separate sheet of paper if needed)</b>  |       |  |   |   |                  |
| <b>12. GRIEVANT(S) SIGNATURE: (Use reverse side or attach separate sheet of paper if needed)</b>   |       |  |   | <b>13. DATE:</b>  |                  |
| <b>14. REPRESENTATIVE'S SIGNATURE: (If represented)</b>  |       |  |   | <b>15. DATE:</b>  |                  |
| <b>6. RECEIPT OF GRIEVANCE: (Last, First, MI)</b>  |       |  | <b>17. TIME:</b>  |   | <b>18. DATE:</b> |

CBA Form 2

## **ARTICLE 37**

### **ARBITRATION**

#### **SECTION 1. TIME LIMITS:**

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 may request arbitration within thirty (30) calendar days after the date the final grievance decision was due if no decision was issued.

#### **SECTION 2. METHOD OF SELECTING AN ARBITRATOR**

Within 10 calendar days after the date of the notice to invoke arbitration, the moving party will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators. The parties will meet within 10 calendar days of receipt of the list of arbitrators to select one to hear the grievance. If the parties cannot mutually agree on one of the listed arbitrators, the Employer and the Union will each strike one (1) arbitrator's name from the FMCS list of seven (7) names and shall repeat this procedure until only one name remains. The remaining person shall be the duly selected arbitrator. The procedure to determine who strikes the first name will be decided by a coin flip. The Federal Mediation and Conciliation Services shall be empowered to make a direct designation of an arbitrator to hear the case in the event that: a) either Party refuses to participate in the selection of an arbitrator, or b) upon inaction or undue delay on the part of either Party.



**SECTION 3. SCHEDULING AN ARBITRATION**

a. Within 14 calendar days of selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the arbitration.

b. The arbitration hearing will be alternated between Employer and Union premises during the regular day shift hours of the basic workweek (Monday through Friday).

**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. COSTS OF ARBITRATION:**

a. The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.

b. If, prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

**SECTION 6. TRANSCRIPTS:**

a. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

b. 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 any time 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 fourteen (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.

c. Each party may submit not more than five (5), single part, interrogatories to be answered in the form of a sworn declaration under the provisions of 28 U.S.C. 1746. The requesting party must serve the other party's representative with the interrogatories or questions within thirty (30) days of 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 (2) 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. Up to three (3) Union representatives participating in the arbitration are authorized official time 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 no later than thirty (30) days, after the conclusion of the hearing and furnish a copy of the decision to the Employer and 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 prescribed by the Authority.

**ARTICLE 38**

**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 U.S.C. 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 or other subjects of bargaining.

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 cannot 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 provides information in response to a 5 U.S.C. 7114(b)(4) request, related to that Grievance or Impact and Implementation meeting. The timeline for scheduling the Grievance or Impact and Implementation meeting may be extended by the same number of calendar days as the Employer used to respond to the 5 U.S.C. 7114(b)(4) request.

## ARTICLE 39

### **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 is solely responsible for any costs of cleaning, cleaning supplies or custodial service to maintain cleanliness in the government provided office space.

#### **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 Advisory Center in writing, at least fourteen (14) 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/MULTI-FUNCTIONAL DEVICE:**

a. 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.

b. The Agency also agrees to provide, so long as funds are available to do so, a multi-functional device 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 approximately \$165.00 per month at the time this Agreement is signed and the Union agrees that the Agency's obligation to provide multi-functional device support will not exceed \$2000 in a fiscal (Oct-Sep) year. Union usage will be monitored and the multi-functional device order for the Union Hall will be cancelled if cost of multi-functional device 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. For work areas with less than twenty (20) bargaining unit employees, equivalent bulletin board space will be provided to the Union, if EEO has also been provided a space. 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 40

### 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), 5, U.S.C, Chapter 71. 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 Advisory Center.

## **SECTION 2. DESIGNATION OF OFFICIALS**

a. Normally, official time for labor-management relations activities will be used between the hours of 6:00 a.m. and 5:59 p.m., 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 may be five (5) designated representatives who may work set schedules based upon a percentage of the hours in a normal duty week: two (2) 80% and three (3) 50% official time positions. No more than three (3) of the five (5) officials working set schedules will come from a single organization led by a signatory to this Agreement.

(2) The Union will tri-annually designate the representatives designated to work set schedules – five (5) designated time slots of official time, and those designated officials will be expected to serve on official time, in the set schedules, for four (4) months at a time. 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, excepted as referenced in d(3) below.

d. Other official time scheduling.

(1) 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.

(2) Tri-annual schematics will be agreed upon, absent unreasonable circumstances.

(3) The total number of official time hours used by the Union's representatives in an administrative work week will not normally exceed 96 hours. Each individual will normally perform one (1) full work day, or less, of official time per administrative work week. Other than firefighters, official time will normally be performed in increments equivalent to the representative's normal worksite tour of duty. Example: eight (8) hours of official time per day if they normally work a 5x8 schedule; ten (10) hours per day if working a 4x10 hour schedule. A representative will not work more than twelve (12) hours of scheduled official time in a day.

(4) The Union President and Director of the Civilian Personnel Advisory Center, or their designee(s), can meet and agree to alter the 96 hour or one (1) full work day limits on official time

use when necessary due to a change in circumstances.

e. Lists of officials and changes.

(1) At least thirty (30) days before each tri-annual period (January-April, May-August, September-December) the Union will provide the Civilian Personnel Advisory Center with a 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 tri-annual period. The list will also identify the four (4) persons who are designated to countersign the official time forms indicating type and amount of official time used each pay period.

(2) The agency has 21 calendar days from date of receipt to raise any specific objections to the proposed schedule and provide explanation for the objection. It shall be a valid basis for the Agency to disapprove a request for a given employee to work official time during a trimester that the Employer has determined that a requested employee's absence from the work unit (either at all or on the days requested) would affect the work unit's mission. Absent objection(s), the proposed schedule becomes effective.

(3) In addition to submitting the tri-annual 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).

### **SECTION 3. PROCESS FOR REQUESTING OFFICIAL TIME**

The following procedures will be utilized when requesting official time:

- a. No later than the 1st duty day of each pay period; the Union 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 Union Official's request within two (2) working days of receipt and return the form.
- c. The Union official will complete the "Official Time 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). The Union Official will have the form countersigned by one of the Union designees described in Section 2e(1) above.
- d. The Union Official will input all amounts of Official Time used, utilizing ATAAPS, no later than the end of the pay period.
- e. The Union will forward copies of the completed Fort Bragg Official Time Form to the Civilian Personnel Advisory Center by the 7th day of each month.

### **SECTION 4. USE OF OFFICIAL TIME:**

The procedures described above are intended to standardize requesting and approving official time use and to ensure 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. This 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 Union Official is unable to obtain approval for additional time or 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 coordinate with the Labor Management Employee Relations Division 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 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 Advisory Center. The request will include the employees' names or work unit, 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 seven (7) days of receipt of the request.

**SECTION 6. ACCOUNTABILITY:**

Union officials are responsible to ensure that official time is used properly, and in the same manner that any Agency Employee is responsible to make effective use of workhours. 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 (CBA Form 3)**

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 |
|          |     |     |      |     |
| Wk 2/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 |
|          |     |     |      |     |
| Wk 2/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 of hours used beside appropriate code)

|           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |  |  |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--|--|
| Wk 1/Mon  | Tue       |           |           |           | Wed.      |           |           |           | Thur      |           |           |           | Fri       |           |  |  |
| BD BK B B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B |  |  |
| Wk 2/Mon  | Tue       |           |           |           | Wed.      |           |           |           | Thur.     |           |           |           | Fri       |           |  |  |
| BD BK B B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B | B A D K B |  |  |

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)

## ARTICLE 41

### **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 substantial 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. Purpose of the change

#### **SECTION 2. REQUESTS TO NEGOTIATE:**

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

- a. procedures which management officials of the Employer will observe in any authority under this Article; or
- b. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

#### **SECTION 3. IMPACT AND IMPLEMENTATION BARGAINING 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 appropriate arrangements for Employees that are adversely affected by that change. In the event that the Employer proposes a non-negotiable change in condition(s) 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 proposed change in condition(s) 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 than 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 three (3) negotiation sessions to be held; and the five (5) dates will be within a fourteen (14) calendar day period of the date of request to negotiate;

(2) Names of the expected Union negotiators,

(3) Any counterproposals or appropriate arrangement requests

(4) Requests for Status Quo only are not considered an appropriate counterproposal or appropriate arrangement request

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 or appropriate arrangement request(s), if one was made. If the Employer rejects the Union's counterproposal or appropriate arrangement request the Employer will select three negotiation meeting dates and times, from the five 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 from the date the Union received the Employer's Last Best Offer, the Union must either:

(1) Advise the Employer, in writing, 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.

h. If the Union requests mediation, and a 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.

i. 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 42**

### **REASONABLE ACCOMMODATION**

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 ultimate discretion to choose between effective accommodations.

## ARTICLE 43

### PERSONNEL LISTINGS

The Civilian Personnel Advisory Center will furnish the Union a complete and up-to-date personnel listing of current employees in the unit by name, grade and position title, tri-annually. Listings will reflect Employees under organizational headings, but will not include gains and losses.

## ARTICLE 44

### 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. Provide the allotment forms (Standard Form 1187) to Unit Employees desiring membership.
- b. Certify as to the amount of Union dues.
- c. Deliver completed SF 1187 allotment forms to the Civilian Personnel Advisory Center.
- d. Inform Union members of the program for allotments for payment of Union dues, the voluntary nature of the program, and the uses and availability of the required forms.
- e. Inform Union members fully of the conditions governing revocation of allotments.

f. 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.

g. 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 (SF 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 SF 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 Advisory Center.

c. May obtain SF 1188 for revocation of Union dues online or the Civilian Personnel Advisory Center.

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 withholding authorization effective the first pay period on or after such anniversary date, and any time thereafter.

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 Advisory Center 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 Advisory Center. Civilian Personnel will relay the information to the Defense Finance and Accounting System (DFAS) who will withhold the newly certified amount of the dues.

**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 Advisory Center 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 45**

**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 as “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, Article 41.

## **SECTION 2. MID-TERM BARGAINING**

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 but no later than twelve (12) 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 46**

### **COPIES OF THIS AGREEMENT**

#### **SECTION 1. GENERAL:**

The Employer will pay for the printing of five-hundred (500) 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 500 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 47

### **DURATION OF THE AGREEMENT**

#### **SECTION 1. LENGTH OF AGREEMENT**

This Agreement shall be binding upon the Employer and the Union for a period of four (4) 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.

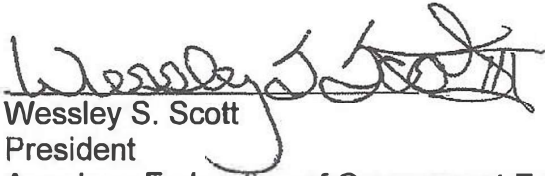
#### **SECTION 2. REVIEW OF THE AGREEMENT:**

This Agreement shall be subject to review by Agency Head Review, 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.

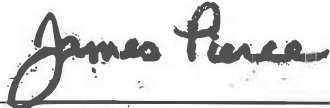
#### **SECTION 3. LOSS OF EXCLUSIVE RECOGNITION:**

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.

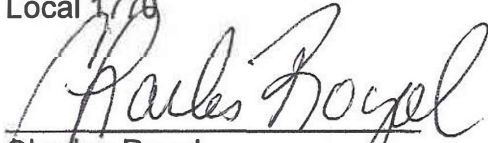
The parties have hereto entered into this Agreement on 8 December 2021.



Wesley S. Scott  
President  
American Federation of Government Employees  
Local 1770



James Pierce  
Chief Union Negotiator  
American Federation of Government Employees  
Local 1770



Charles Royal  
American Federation of Government Employees  
National Representative



Anthony C. Rowley  
American Federation of Government Employees  
Local 1770



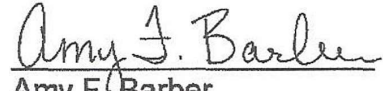
Carvin Cash  
American Federation of Government Employees  
Local 1770



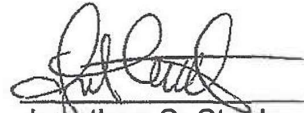
Jacob G. Baker  
American Federation of Government Employees  
Local 1770



David J. Maloof  
American Federation of Government Employees  
Local 1770



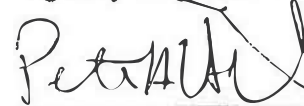
Amy F. Barber  
Director  
Civilian Personnel



Jonathan S. Steele  
Chief Agency Negotiator



Terri L. Farr  
Agency Negotiator



Pete A. Hill  
Agency Negotiator



Jessica Ortiz-Sanchez  
Legal Counsel  
Agency Negotiator