

ARTICLE 1

PURPOSE/ADMINISTRATION

Section 1-1. Pursuant to 5 U.S.C. Chapter 71, this is a collective bargaining agreement (CBA) between Headquarters, 101st Airborne Division (Air Assault) and Fort Campbell, U.S. Army Medical Command, Fort Campbell, and U.S. Army Dental Command, Fort Campbell, (hereinafter referred to as the Employer) and American Federation of Government Employees Local 2022 (hereinafter referred to as the Union).

Section 1-2. In the administration of all matters covered by this CBA, the Employer and the Union are governed by 5 U.S.C. Chapter 71, existing or future laws, and the regulations of appropriate Governmental authorities; by published agency policies and regulations in existence at the time the CBA was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities not addressed in this CBA and then only if presented to the Union for review, comments or negotiations, when appropriate.

Section 1-3. Whenever language in this CBA refers to specific duties or responsibilities of a specific supervisor or management official, it is intended to identify the supervisor/manager delegated the responsibilities to perform the function, and is not intended to restrict the Employer's right to assign work.

Section 1-4. In the administration of this CBA, unless otherwise noted, the time limits specified will be counted in calendar days. If the time limit falls on a non-business day (Saturday, Sunday or Holiday), the time limit will be extended to 1500 hours on the next regular business day.

Section 1-5. Masculine or feminine pronouns appearing in this agreement refer to both genders unless the context indicates another use.

ARTICLE 2

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 2-1. The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 2-2.

Section 2-2. The unit includes, and this CBA applies to, all civilian Appropriated Fund (AF) and Nonappropriated Fund (NAF) employees of the Department of the Army, 101st Airborne Division (Air Assault) and Fort Campbell, the U.S. Army Medical Command, and the U.S. Army Dental Command, with duty stations at Fort Campbell, Kentucky, except:

- a. Management officials and supervisors.
- b. Professional employees.
- c. Employees engaged in Federal personnel work in other than purely clerical capacity.
- d. Temporary employees with appointment of one year or less.
- e. Confidential employees.
- f. Employees of the Army and Air Force Exchange or Motion Picture Services.
- g. Off-duty military personnel.

ARTICLE 3

DURATION AND CHANGES OF AGREEMENT

Section 3-1. This agreement will remain in full force and effect for three years (36 months) from the date of approval by Department of Defense. Upon mutual agreement, either party may reopen the contract at any time they determine necessary.

Section 3-2. This and the following Articles constitute the entire CBA and there shall be no side agreements or understandings, written or implied, other than those embodied in this CBA. The Parties have had the full opportunity to raise any and all issues during the negotiation process, and this CBA represents the sum total of the terms and conditions which the Parties agree to abide by for its three year (36 months) duration. However, additions, modifications or deletions may be renegotiated upon mutual consent of the parties. This CBA has the full force and effect of regulations.

Section 3-3. Either party may give written notice to the other, not more than 105 nor less than 60 days prior to the contract expiration date, and each subsequent expiration date, for the purpose of renegotiating this agreement. The present agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved.

Section 3-4. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for 1-year periods, subject to the provisions of this Article.

Section 3-5. It is understood that if a particular provision of this CBA is subsequently found to be contrary to the requirement of law, regulations of appropriate authorities outside the agency, or agency regulation for which there is compelling need, that provision of this CBA shall be deemed void and unenforceable. It is also understood that in such an event, the parties will meet within 30 calendar days following that determination to determine whether or not negotiations are appropriate.

Section 3-6. The Employer will discuss and negotiate, when appropriate, with the Union before making changes of major prior benefits, practices, and understandings which have been mutually acceptable to the Employer and the Union, but which are not specifically covered in this CBA. Failure of the Union to respond orally or in writing within 14 calendar days of any request, or to request an extension of consideration time, will be prima-facie evidence that the Union accepts the proposed change for implementation. Such extension of consideration time will not exceed 14 calendar days unless otherwise agreed upon.

ARTICLE 4

DEFINITIONS

Section 4-1. "Supervisor" means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment; except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time in exercising such authority.

Section 4-2. "Management Official" means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

Section 4-3. "Confidential Employee" means an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

Section 4-4. "Professional Employee" means an employee engaged in the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital. (Refer to 5 U.S.C. Chapter 71, Section 7103(a) (15) for further definition.)

Section 4-5. "Conditions of Employment" means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions. It does not include policies, practices and matters -

- a. Relating to political activities prohibited under Subchapter III of 5 U.S.C. Chapter 73.
- b. Relating to the classification of any position.
- c. To the extent such matters are specifically provided for by Federal statute.

Section 4-6. "The Official Personnel Folders (OPFs)" are the official repository of the records and reports of personnel actions effected during an employee's Federal Service. It provides the basic source of factual data about an employee's Federal employment.

Section 4-7. "Dues" are the regular biweekly or periodic amounts required to maintain unit members in good standing in the Union.

Section 4-8. "Day" means calendar day, unless otherwise specified.

Section 4-9. "Party(ies)" means the signatories to this Agreement (i.e., the union, the Employer, or both collectively).

Section 4-10. "Employee(s)" means employees of the recognized bargaining unit as described in Article 1, Section 1-2, represented by the American Federation of Government Employees (AFGE), Local 2022.

Section 4-11. "Collective Bargaining Agreement (CBA)" means an agreement entered into as a result of collective bargaining pursuant to the provisions of Chapter 71 of Title 5 of the U.S. Code.

Section 4-12. "Firefighter(s)" means employee engaged in the performance of work directly connected with the control and extinguishment of fires or the maintenance and use of firefighting apparatus and equipment.

Section 4-13. "Family Member" (for leave purposes only) means the following relatives of the employee:

- a. Spouse, and parents thereof;
- b. Children, including adopted children and spouses thereof;

c. Parents;

d. Brothers and sisters, and spouses thereof; and

e. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 4-14. "Detail" means a temporary assignment to a different position for a specified period when the employee is expected to return to his regular duties at the end of the assignment. (An employee who is on detail is considered for pay and strength count purposes to be permanently occupying his regular position.)

Section 4-15. "Grievance" means any complaint by any employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 4-16. "Personal Relief" means a specific remedy directly benefiting the grievant(s). It may not include a request for action (e.g., disciplinary action, etc.) that affects another employee.

Section 4-17. "Appropriated Fund (AF)" means a person employed by the United States Government and paid from funds appropriated by the Congress of the United States.

Section 4-18. "Nonappropriated Fund (NAF)" means a person employed by a nonappropriated fund instrumentality (an activity that acts in its own name to provide or assist other DoD organizations in providing morale, welfare, and recreational programs for military personnel, their family members, and civilian employees) and whose salaries are paid from monies generated by the morale, welfare and recreational programs on the installation.

Section 4-19. "NF" means "white collar" NAF employees whose pay is fixed within a minimum and maximum of the pay band level assigned to their position IAW applicable regulations, policies, and guidance and whose salaries are generated by the morale, welfare and recreational programs on the installation.

ARTICLE 5

RIGHTS AND OBLIGATIONS OF EMPLOYEES

Section 5-1. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, or assist any labor organization, or to refrain from any such activity. Each employee shall be protected in the exercise of this right.

Section 5-2. The Employer will give unit employees a reasonable amount of time during working hours to prepare their grievances or appeals; to secure advice from Union representatives concerning their rights and obligations under this CBA; and to obtain information or assistance from Union representatives pertaining to their grievances and/or appeals. Each employee, prior to leaving his work area, will explain the reason and obtain permission from his first-line supervisor. It is agreed that the determination as to what constitutes a "reasonable" amount of time will be made on a case by case basis. If for any reason that supervisor is not available, the employee will obtain permission from the acting or second-line supervisor in the employee's chain of supervisors. A supervisor may require an employee to temporarily delay his departure if the employee's absence will unduly disrupt work. Overtime pay or compensatory time off in lieu of overtime pay is not authorized for employees to prepare and to present grievances.

Section 5-3. An employee seeking Union representation on a grievance during duty hours will seek representation or assistance from the steward designated by the Union to represent the work area in which the employee is employed, except with permission of the Union President or Chief Steward.

Section 5-4. The Employer will not designate a representative for a unit employee nor will the Employer require any employee or individual to serve as a representative of another unit employee.

Section 5-5. Employees will be protected against reprisal for the lawful disclosure of information that the employees reasonably believe evidences --

- a. A violation of any law, rule, or regulation, or
- b. Mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF THE UNION

Section 6-1. The Union, as the exclusive representative of employees of the bargaining unit, shall be entitled to act for and on behalf of those employees in the negotiation and the administration of this CBA. The Union shall be responsible for representing the interests of all such employees without discrimination and without regard to labor organization membership.

Section 6-2. The Union will make equitable use of its stewards in representing employees.

Section 6-3. The Union shall be given the opportunity to be represented:

a. At formal discussions between one or more supervisors/managers and one or more employees concerning any grievance or any personnel policy or practice, or other general condition of employment. The Union's right to be present shall not extend to informal discussions between one or more employees and one or more supervisors/managers. However, if such informal discussions lead to consideration of possible modification of any personnel policy or practices or other general condition of employment, decisions on such matters will not be made until supervisors/managers have discussed same with the President of the Union, or his designee. The Employer bears the burden of ensuring the Union's President, or his designee, is invited to attend formal discussions.

b. At the employee's request, at any examination of that employee in the unit by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee. Employees bear the burden of inviting a Union Representative to attend the investigative interview, however, a supervisor is not precluded from assisting the employee in obtaining Union representation.

c. At OSHA inspections of the Employer's work site.

ARTICLE 7

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 7-1. The Employer retains the right, in accordance with applicable laws and regulations:

- a. To determine its mission, budget, organization, number of employees, and internal security practices.
- b. To hire, assign, direct, lay-off, and retain its employees.
- c. To suspend, remove, reduce in grade or pay, or to take other disciplinary action against its employees.
- d. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which its operations will be conducted.
- e. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate recruitment source.
- f. To take whatever actions may be necessary to carry out its mission during emergencies.

Section 7-2. In accordance with Executive Order 12871, the Employer has elected to bargain 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.

Section 7-3. The Employer will negotiate with the Union:

- a. On procedures which the Employer will observe in exercising any authority under Sections 7-1 and 7-2.
- b. On appropriate arrangements for employees adversely affected by the exercise of any Employer's authority under Sections 7-1 and 7-2.

Section 7-4. The Employer will inform the unit employees of their rights under Section 7114(a)(2)(B) of Chapter 71 of Title 5 of the U.S. Code on an annual basis.

ARTICLE 8

UNION REPRESENTATION/OFFICIAL TIME

Section 8-1. The Employer agrees to recognize the representatives of the Union including those who are not bargaining unit members but who are duly designated to act on their behalf. The Union shall keep the Labor Relations Officer advised, in writing, of the names of its' representatives, their work locations, and phone numbers.

Section 8-2. The Employer recognizes that Union representatives have the responsibility of carrying out representational duties appropriate to their offices and agrees that the Union representatives will be allowed official time, if otherwise in a pay status, for representational functions performed at Fort Campbell. In addition official time may be used off-post to attend agreed upon Union training or to attend proceedings before the FLRA or the MSPB concerning disputes involving employees in the bargaining unit.

Section 8-3. a. Any activities performed by an employee relating to the internal business of the Union, including the solicitation of membership, election of Union officials, and collection of dues, shall be performed during the time the employee is in a non-duty status.

b. Any Union representative desiring time to conduct internal Union business during his regular working hours will request annual leave or leave without pay from his supervisor for such purposes. Except when work requirements preclude release, the supervisor will grant the requested leave. Regular working hours include rest periods and paid lunch periods but do not include unpaid lunch periods.

Section 8-4. a. Part I of the "Official Time Request Form" (Appendix B) will be used by Union representatives to request official time from their supervisor. If a supervisor believes that work requirements preclude the Union representative from leaving, the supervisor will explain the reason on the Official Time Request Form and advise the Union representative when they should be able to leave.

b. When a Union representative returns to his work site, he and the supervisor will complete Part II of the Official Time Request Form. The time used (rounded to the nearest hour) will be annotated on the employees time card and at the end of each pay period the completed Official Time Request Forms will be forwarded to the Labor Relations Officer, who will retain them for the record. The Union President will be provided copies upon request.

Section 8-5. Official time will be limited to the amounts specified in the following subparagraphs:

a. The Union President: Up to 100% during each pay period.

b. The Union Executive Vice-President: Up to 80%; however, a minimum of 20% of his time in a pay status will be spent performing officially assigned duties as specified in his position description.

c. The Chief Steward: Up to 25% during each pay period, however, time from the official time bank may be used for training if approved by the Labor Relations Officer.

Section 8-6. The Union is granted a bank of 3500 hours of official time each year during the life of the CBA for use by Union representatives not specified in Section 8-5. Another 3500 bank hours

will be granted on the first and subsequent anniversary dates from the approval of the CBA. The completed Official Time Request Forms will be used to confirm the balance in the official time bank.

Section 8-7. The time spent in the following activities will not be chargeable to the official time bank:

- a. Negotiation of this CBA pursuant to 5 U.S.C. Chapter 71.
- b. Wage survey and associated training.

Section 8-8. a. Each Union representative shall report to his supervisor at the beginning of each workday and at the end of the workday, unless the supervisor and Union representative mutually agree to other arrangements in advance.

b. Union representatives will contact the supervisor of an employee before visiting them at their work site. If work requirements preclude the representative from entering the work site, the supervisor will explain the reason(s) and advise the representative of a more appropriate time.

ARTICLE 9

USE OF OFFICIAL FACILITIES

Section 9-1. The Employer agrees to provide designated space on all appropriate bulletin boards within the unit for the use of the Union to post notices to its members. The Union may post notices and material on designated bulletin boards without the prior approval of the Employer. The posting of such material, however, does not constitute endorsement by the Employer. The Union is fully and solely responsible for the posted material in terms of accuracy and adherence to ethical standards. The Employer's Labor Relations Officer, or his designee, reserves the right to remove any notice which violates a law and/or security regulations, or contains inappropriate material.

Section 9-2. Upon the Union's written request, the Employer will publish notice of Union meetings in the unofficial portion of its Screaming Eagle Bulletin.

Section 9-3. The Employer will furnish the Union two (2) Class "AA" telephone lines with access to FTS, DSN, & local commercial service. The telephone lines will be used for "official" business only and will not exceed a total cost of \$100.00 per month in charges. Upon notification by the Employer, the Union will reimburse any charges incurred in excess of \$100.00 per month to the U.S. Government in accordance with locally established procedures.

Section 9-4. The Employer agrees to make available to the Union, upon request, appropriate facilities, including utilities, for Union meetings outside the regular working hours of Fort Campbell. The Union agrees to adhere to the energy conservation measures prescribed for the facilities and to leave the facilities in a clean and orderly condition. The Union agrees to give a 14-calendar day notice of such meetings to include desired accommodations.

ARTICLE 10

LABOR-MANAGEMENT PARTNERSHIP MEETINGS

Section 10-1. Management and the Union agree to hold regularly scheduled Labor-Management Partnership meetings and shall continue to do so throughout the life of this CBA in accordance with the provisions of this Article.

Section 10-2. Where either a steward, Union official, supervisor or management official desires, an initial meeting shall be held between the parties within 30 calendar days after the desire is made known to both parties. Meetings shall be held at least semi-annually unless either party requests or agrees to schedule more frequent meetings, or to eliminate any scheduled meeting for sound reasons. Labor-Management Partnership meetings are encouraged at all appropriate levels (e.g., headquarters, business center, division, etc.). They may be held at a lower level based on agreement between the Union and the affected supervisor/manager.

Section 10-3. Labor-Management Partnership meetings are not meant to deal with individual employee problems. They are to be used primarily to accomplish such matters as:

- a. Providing the Union an opportunity to express its views on other matters of concern.
- b. Identifying problems in their embryonic stage.
- c. Providing management an opportunity to share with the Union unclassified information concerning its mission, workload, budget, and other matters that will affect the work force.
- d. Soliciting Union support for such matters as suggestions, employees' safety, blood-donor and charity drive programs, energy conservation, employees' productivity, and its assistance in reducing sick leave and absences without leave.

Section 10-4. Prior to any meeting, either party may request the other party to submit, in writing, an agenda of the topics to be discussed, including an estimated duration of discussion by topics. When an agenda is required, it will be submitted seven calendar days in advance of the scheduled meeting, whenever possible.

Section 10-5. The meetings will be conducted informally and will be attended by a reasonable number of Management and Union representatives. All Union representatives of the employing activity conducting the meetings will be invited to attend the scheduled meeting.

Section 10-6. A summary of matters discussed at the meetings will be prepared by the attending management representative or designee and copies submitted to the appropriate Director/Activity Chief, the Employer's Labor Relations Officer, the Union President, and the attending Union representatives.

ARTICLE 11

CIVIC RESPONSIBILITIES

Section 11-1. JURY SERVICE. If an employee is summoned for jury service, they will promptly notify their supervisor and provide a copy of the jury summons or notification.

a. Permanent and/or regular full-time or part-time employees, who are in a pay status, will be paid for the time required from their normal work schedule to perform jury service. The amount of court leave will be limited to the time necessary to serve during their regularly scheduled tour of duty. Intermittent/flexible employees or employees on leave without pay are not entitled to court leave. If an employee is on annual leave when called for jury service, court leave will be substituted for annual leave.

b. An evening or night shift employee who performs jury service during the day, may elect to be granted court leave for his regularly scheduled night tour of duty. The amount of court leave will be limited to the time necessary to serve during the day. The employee will continue to be entitled to night differential pay.

c. If an employee who is in a duty status, is excused or released by the court for a day or a portion of the day, he is expected to report to work, provided the employee can reasonably be expected to perform three or more hours of work on his tour of duty. The employee may request annual leave or leave without pay to cover the same number of hours the employee could have worked. However, the Employer may require an employee who is released from jury service to return to

duty for a work shift, portion of a work shift or overtime if work conditions require.

e. Upon completion of jury service, the employee shall deliver written evidence of his attendance to his supervisor. The notice shall include the date (and hours if possible) of service. Generally, such statements may be obtained from the clerk of the court.

f. If an employee receives any fees or allowances for jury service, he will contact the Customer Service Representative at Civilian Payroll or the NAF Personnel Branch, Civilian Personnel Division, as applicable, upon completion of the jury service. The Customer Service Representative or NAF Personnel Representative will advise them of the procedures for forwarding all fees and allowances payable as a result of the jury service. The employee will be permitted to keep any reimbursement for expenses. Normally the employee may retain fees for jury service when the employee was not covered by court leave. For example: workhours outside the employees regular tour of duty, on a holiday if the employee would have been excused from working, and days when the employee is in a leave without pay status.

Section 11-2. VOTING. Employees may be granted time off on an Election Day to vote. Time will be limited to the minimum hours necessary to provide three hours of time immediately after the polls open or before they close.

a. Under exceptional circumstances, when the above does not permit sufficient time, the Agency may grant affected employees additional time not to exceed a full day. Time off in excess of one day shall be charged to annual leave or leave with out pay.

b. Employees who are in a leave status for any portion of the Election Day will not be granted excused leave for voting.

Section 11-3. VOTER REGISTRATION. Employees who vote in a jurisdiction that requires registration in person may be granted excused time to register on the same basis as voting. However, no time will be granted if registration can be accomplished on a non-work day.

Section 11-4. BLOOD DONATION. Employees in a duty status are encouraged to serve as blood donors, without compensation, to the American Red Cross, military hospitals, or other blood banks. Employees who desire to donate blood, will request to be excused from work for this purpose. If work requirements preclude the employees from being excused, the supervisor will advise them of a time when they should be able to leave. Employees may be granted an excused absence for the amount of time that it requires to donate blood, recuperate and travel to and from the donation site. Except in extreme cases, the maximum excused time will not exceed 4 hours. When an employee must travel a long distance or an unusual need for

recuperation occurs, up to an additional 4 hours may be authorized. An employee must actually donate blood to be granted any time for recuperation. If the employee is turned down, rejected or deferred from donating blood he will immediately return to his work site. When an employee donates blood outside his regular tour of duty, he must report to duty at the beginning of his regular tour of duty unless he is on leave.

Section 11-5. EMERGENCY RESCUE OR PROTECTIVE WORK. Employees who can be spared without interference with essential agency operations and obligations may be excused to participate in emergency rescue or protective work during an emergency such as fire, flood, or search operations. Such participation shall normally be limited to a maximum of 5 workdays per year. Employees may not be excused from duty without charge to leave for the purpose of performing rescue or guardsman duty which otherwise would be covered by military leave. Upon return to duty, the employee will provide the supervisor with a written statement, signed by a responsible official of the operation, stating the amount of time that the employee served or participated in the program. A supervisor may deny an employee excused absence when the employee's absence would be detrimental to the accomplishment of essential agency operations.

ARTICLE 12

HOURS OF WORK AND BASIC WORKWEEK - AF

Section 12-1. A period of seven consecutive days beginning at 0001 on Sunday and ending at 2400 the following Saturday constitutes an administrative workweek. The administrative workweek consists of the regularly scheduled tour of duty and of the regularly scheduled days off. For a full-time employee, a tour of duty means the 8 hours of a day (a daily tour of duty) and the five days of the administrative workweek (a weekly tour of duty) that constitute the employee's regularly scheduled workweek. Regularly scheduled work or regularly scheduled tour of duty means work that is scheduled in advance of the administrative workweek. (For a part-time employee, a tour of duty means the officially prescribed days and hours within an administrative workweek during which the employee is regularly scheduled to work.)

Section 12-2. The normal basic workweek for full-time employees will consist of five consecutive eight-hour days extending from Monday through Friday of each administrative workweek. The normal and/or regular hours of work for full-time employees, based upon the Employer's need, are either:

a. 0730 to 1600 less a one-half hour unpaid lunch period, normally scheduled from 1130 to 1200 or from 1200 to 1230; or

b. 0730 to 1630 less one hour unpaid lunch period, normally scheduled from 1130 to 1230.

Section 12-3. The Employer reserves the right to schedule tours of duty for full-time employees throughout an administrative workweek with hours of duty other than those specified in Section 12-2. In establishing such tours of duty, the below listed requirements will be observed, except when the Employer determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased:

a. Assignment to tours of duty will be scheduled in advance of the administrative workweek over periods of not less than one week.

b. Except in unusual or emergency conditions, two consecutive days off will be provided during each administrative workweek.

c. No unpaid period of more than one hour will be scheduled in any basic workday.

d. Non-workdays may be staggered when it is necessary to provide six or seven day coverage.

Section 12-4. When the Employer determines it to be cost effective or it will promote the efficiency of the organization's mission, a 20-minute paid lunch period may be provided. These situations will be limited to shift type operations or to exceptional circumstances. It will not be used to circumvent regular tours of duty described in Section 12-2.

a. The Union will be consulted, in writing, on any proposed change to effect or cancel a 20-minute paid lunch period. The Union's views and recommendations will be given full consideration. The Union will present such comments, in writing, to the Employer within seven (7) calendar days after the Employer notifies the Union of its proposed action to effect or to cancel a 20-minute paid lunch period.

b. When a 20-minute paid lunch period is in effect, the lunch period will be considered duty time and the supervisor may stagger lunch periods to provide for adequate coverage of his activity. Employees must spend the 20-minute paid lunch period in close proximity of their workstations. A workstation is defined as the room or building where the employee is assigned to work. Employees may be required to perform their usual duties during the 20-minute paid lunch period

Section 12-5. Employees will be allowed an unencumbered lunch period when their official work schedule provides for an unpaid lunch period of 30 minutes or more. It is recognized that unpaid lunch periods are times in which employees are entirely free of duty from their jobs and may not be considered duty time and must be established outside the hours established for their daily tours of duty. However, when an

employee is required to work during his normally scheduled lunch period, the employee will be granted an unpaid lunch period equal in length to his normal designated unpaid lunch period.

Section 12-6. When an employee is relieved from his normal duty by the Employer during their assigned shift hours due to interruption or suspension of operations due to inclement weather, breakdown of equipment, or for other emergencies or Acts of God, they may be excused for the balance of the work shift without loss of pay or charge to leave, or may be assigned by the Employer to other work.

ARTICLE 13

HOURS OF WORK AND BASIC WORKWEEK - NAF

Section 13-1. A period of seven consecutive days beginning at 0001 on Thursday and ending at 2400 the following Wednesday constitutes the administrative workweek. The basic workweek consists of the regularly scheduled tour of duty and the regular days off. Tour of duty refers to the hours of the day and the days within the basic workweek during which employees are expected to perform service on a regular basis.

Section 13-2. The Employer agrees that tours of duty will be established for both full-time and part-time employees and that a minimum of two weeks notice will be given, in writing, when an employee is to be assigned to a different tour of duty or different hours of duty. The Employer reserves the right to make changes in the days and hours of the basic tour of duty when change is required in an emergency or to prevent the curtailment of operation.

Section 13-3. Non-compensated meal periods will be either 30 minutes or 60 minutes in duration. During these meal periods, employees will be entirely free of duty. However, when an employee is required to work during his normally scheduled lunch period, the employee will be granted an unpaid lunch period equal in length to his normal designated unpaid lunch period.

Section 13-4. When the nature of an employee's duties requires that he remain at his duty station, an on-the-job meal period of 20 minutes may be established. The employee will be paid for the 20 minute on-the-job meal period. Utilization of the 20 minute meal period will be held to the absolute minimum consistent with fund operations. No employee will be required to work more than four (4) hours in any workday without a meal period, unless duty requirements mandate a six (6) hour maximum.

Section 13-5. When an employee in a duty status is relieved from his normal duty by the Employer during his assigned shift hours due to interruption or suspension of operations due to inclement weather, breakdown of equipment, or other emergencies, or Acts of God, he may

be excused for the balance of the shift without loss of pay or charge to leave unless assigned by the Employer to other work.

Section 13-6. Incidental duties directly connected with the performance of a given job are considered assigned duties, and time spent in their performance is to be included in the scheduled working hours. This includes time spent in travel to and from work site if work site is different from the point to which an employee must report for work. Time required to secure working implements in the morning and to return them to proper place at end of the shift is also included in the scheduled working hours.

ARTICLE 14

REST PERIODS/CLEAN-UP TIME

Section 14-1. Employees shall be allowed a rest period at their work site not to exceed 15 minutes during each half of their workday, or as prescribed by their supervisor, provided they work at least an 8 hour day. The rest periods will not be used to extend employee's lunch period or shorten workdays and are not cumulative. Rest periods may be interrupted for official business when workload requires. Rest periods are not applicable to employees who are not restricted from going to and from coffee, soda and snack machines, etc.

Section 14-2. Employees who work on video display terminals continuously throughout the workday, will be given two additional 10-minute breaks when they are restricted from going to and from coffee, coke, and snack machines, etc.

Section 14-3. When an overtime assignment extends an employee's work shift by more than two hours, a 15 minute rest period will be allowed at the end of his regular work shift. When an overtime assignment extends an employee's regular shift more than four hours, he will be allowed an unpaid meal period near the end of the fourth hour, if requested. If the assignment extends up to eight hours an additional 15-minute break will be allowed two hours after the meal period.

Section 14-4. Normally employees will be allowed five minutes for personal clean-up time prior to their lunch period and at the end of their workday. Supervisors may approve more time if justified. The supervisor will furnish reasons for not granting additional time, if requested. Clean-up time will not be used to extend employee's normal tour nor will it be the basis for granting overtime pay unless the employee was prevented, for work related reasons, from his normal allowable clean-up time.

ARTICLE 15

OVERTIME/HOLIDAY WORK

Section 15-1. Employees of each work unit have a responsibility to perform overtime and/or holiday work that is either scheduled, unscheduled or of an emergency nature. It is agreed, that empowering work-unit employees to the lowest level to develop a procedure that meets the requirement to perform the work, while addressing the individual concerns of the work unit, is the most effective method to accomplish this work. Therefore, in the spirit of Fort Campbell's Labor-Management Partnership, each work unit may develop a Standard Operating Procedure (SOP) for assignment and tracking of overtime and holiday work. The procedure must meet the following criteria:

- a. Each member of the work unit, to include the first-line supervisor must agree to abide by the Procedure.
- b. The Procedure must be in writing and signed by each member of the work unit.
- c. The Procedure must result in someone working the required overtime/holiday work.
- d. The Procedure must result in a roster that can be used by a third party to call personnel in for overtime or holiday work.
- e. The implementation of the Procedure must be in writing and a copy provided to the Union.
- f. The Procedure must be reviewed, updated as necessary, and signed annually.
- g. Newly assigned employees will be required to read, sign, and abide by the SOP.
- h. State of the art technology may be used, if available.

Section 15-2. In the absence of a Work Unit Developed SOP the following procedures will be followed:

- a. Overtime work:

(1) The Employer will distribute overtime work as equitably as possible among all unit employees within a shop or office according to their shift, job title, job number, and grade. First consideration will be given to those employees who are currently assigned to the specific job or task. Second consideration will be given to those other employees qualified to do the job. In case an employee fails to receive an equitable distribution of overtime, the affected employee will be given the first choice to the next overtime requirement to

make up for the overtime lost. The Employer reserves the right to assign overtime work. An employee may only decline overtime work with the approval of the Employer.

(2) An employee, may upon request, be relieved from an overtime assignment provided another qualified employee who possesses the required skills for the assignment is available and willing to work the overtime. If an employee is relieved of an overtime assignment at his request, the hours of overtime declined will be considered as the equivalent to overtime worked for the purpose of determining the equity of overtime distribution. Annual or sick leave taken will not affect an employee's standing for equitable distribution of overtime work.

(3) The Employer agrees to maintain records for the current calendar year and for the previous calendar year, and post on bulletin boards for current and previous months, all overtime worked in each activity. The Employer will, upon request, make such records available for review by the employees and/or the Union to resolve specific complaints concerning overtime distribution and overtime hours worked.

b. Holiday work:

(1) Holiday work will be distributed as equitably as possible by number and type of holidays, on a calendar year basis, among eligible employees according to their shift, job title and grade within their shop, office, or work area. Equitable distribution does not mean equal distribution nor does it mean equal treatment for any one or more specific holidays during each calendar year. The Employer reserves the right to assign holiday work. An employee may only decline holiday work with the approval of the Employer.

(2) An employee may, upon request, be relieved from holiday work provided another qualified off-duty employee, in the same shop, office, work area, who possesses the required skills for the assignment, is available and willing to work. If an employee is relieved of holiday work, the holiday declined will be considered as the equivalent to the holiday worked for the purpose of determining the equity of holiday worked.

(3) An employee who volunteers to work a holiday for another employee will not have that holiday worked counted against the total equitable distribution formula for the employee who volunteers to perform the holiday work.

Section 15-3. Except for employees engaged in fire protection activities or working on compressed work schedules, no employee will be required to work more than eight (8) hours in a day and/or forty (40) hours in a week (as applicable) without overtime compensation.

Section 15-4. All employees will be compensated in accordance with applicable laws and regulations for all overtime work performed.

Section 15-5. An employee who is required to return to his place of employment on an unscheduled basis to perform overtime work, will be paid at least two hours of pay at the appropriate overtime rate regardless of whether his service can be utilized or not. An employee may be assigned other job-related work to fill up the two hours when the work for which the employee was returned to duty is completed in less than two hours.

Section 15-6. A quarter hour (15 minutes) is the smallest fraction of an hour that will be used for calculating overtime payments for irregular or occasional overtime work. Supervisors will accumulate and round odd minutes of irregular or occasional overtime worked by their employees on a workweek basis. This means that accumulated odd minutes of irregular and occasional overtime worked during each administrative workweek will first be divided by 15 and any odd minutes will be rounded as follows: 8 minutes will be rounded up to 15 minutes and seven (7) minutes will be rounded down to 0.

ARTICLE 16

ANNUAL LEAVE

Section 16-1. Eligible employees will accrue annual leave in accordance with applicable laws and regulations. The minimum charge for annual leave is one hour (15 minutes for NAF employees) with additional charges in multiples thereof.

Section 16-2. Employees have the responsibility for: (1) requesting and receiving approval for annual leave in advance from their supervisors; (2) cooperating with their supervisors in scheduling vacation leave; (3) requesting leave during periods when their services can best be spared; and (4) submitting requests for leave on SF-71 in advance or initialing their time and attendance cards on a timely basis. Supervisors will expeditiously inform employees of their approval/disapproval of advance requests for annual leave. When employees submit SF-71's it will be returned expeditiously to employees indicating approval/disapproval of requests for leave. The Employer will provide each employee the opportunity to use the accrued leave the employee would forfeit at the end of the leave year.

Section 16-3. An employee's request to take annual leave, other than vacation leave, may be granted if the employee's services can be spared and the employee has given their supervisor reasonable advance notice. The reasonable advance notice for three days or less of annual leave will be 24 hours; for more than three days, it will be seven (7) calendar days. This does not preclude requests for emergency leave being submitted with less notification. When an

employee requests annual leave in accordance with the time limits, the employee need not give a reason. When an employee does not request leave in accordance with the time limits, the supervisor may require that a reason be given. The supervisor will not cancel or reschedule leave previously approved except for good reason(s). Those reason(s) will be furnished in writing upon request.

Section 16-4. An employee will seek approval of emergency leave from his supervisor, or designated alternate, no later than one (1) hour after the start of the employee's tour of duty. Employees will be notified in writing of the supervisor's and the designated alternate's duty and home telephone numbers.

Section 16-5. Employees are encouraged to schedule their vacation leave (one or more administrative workweeks) well in advance. Requests can be made up to one year in advance. Employees desiring vacation leave in excess of two weeks should first discuss the matter with their supervisor prior to requesting the leave. Vacation leave will be requested and approved/disapproved on a SF-71. Vacation leave will be approved on a first-come/first-serve basis. Changes to scheduled vacation leave will not be made if it would conflict with the scheduled leave of another employee. Vacation leave may be canceled for mission related reasons. However, if the leave must be cancelled the supervisor and employee will reschedule another vacation leave period.

Section 16-6. Any planned shutdown or reduction of operations will be announced to employees as soon as possible. During any period of planned shutdown or reduced operations, the Employer will first attempt to provide work as necessary to affected employees. However, in the event sufficient work is not available, the Employer may place employees who cannot or who do not desire to be assigned to other work, on annual leave or leave without pay, if they have no accrued annual leave. Employees may be placed on annual leave or leave without pay with or without their consent. An employee may have leave without pay substituted for annual leave under this Section.

Section 16-7. Any employee applying for leave on a workday which occurs on a religious holiday associated with their religious faith will be granted such leave, if possible, and if it will not impede an essential service or mission of the command.

Section 16-8. a. With the supervisor's prior approval, absences may be made up during the same work day by additional work equal to the employee's period of absence, or may be charged to compensatory time, annual leave, leave without pay (with employee's consent), or absence without leave (AWOL). However, if an employee is absent for less than one hour, the supervisor, for adequate reasons, may excuse the employee without charge to leave.

b. An employee may be charged periods of absence without leave only in multiples of 15 minutes. Only absences during the regularly

scheduled basic tour of duty may be considered as absences without leave. It is understood that "absence without leave" is any absence from duty which has not been approved or authorized and for which pay must be denied to the employee. A supervisor may charge an employee with the minimum of 15 minutes of AWOL even though the employee was absent or tardy for less than 15 minutes. Likewise, this charge may be increased in multiples of 15 minutes dependent upon the length of time the employee was absent or tardy.

c. When an employee is granted leave for an unauthorized absence or tardiness, the supervisor will not require that employee to perform work for any part of the leave period charged against the employee's leave record.

Section 16-9. "Use or Lose" leave must be used before the end of the leave year or it will be forfeited. All employees are responsible for scheduling "Use or Lose" leave in writing at least three pay periods in advance of the end of the leave year.

ARTICLE 17

SICK LEAVE

Section 17-1. The Union joins the Employer in recognizing the insurance value of sick leave; and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness and to use sick leave wisely and properly.

Section 17-2. Eligible employees will accrue sick leave in accordance with applicable laws and regulations. The minimum charge for sick leave is one hour (15 minutes for NAF employees) with additional charges in multiples thereof.

Section 17-3. When supported by administratively acceptable evidence (e.g., employee certification, medical certificate, etc.) supervisors may grant employees their accrued sick leave, under the following conditions:

a. When an employee receives medical, dental, or optical examination or treatment. Employees will request leave from their supervisors for these absences in advance. (Employees are encouraged to schedule appointments before/after their regularly scheduled working hours or for times that will result in the least amount of time away from their jobs. The scheduled appointment times include time to travel to and/or from the place of the appointment.)

b. When an employee is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or child birth.

c. When an employee is required to give care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental or optical examination or treatment. For leave purposes, family member is defined as outlined under Article 4 Section 4-13. See NOTE below.

d. When an employee must make arrangements necessitated by the death of a family member or attend the funeral of a family member. See NOTE below.

NOTE: There are limitations on the amount of leave that may be used for (c) or (d) above. For a full time employee, the basic limit is 40 hours in a leave year. An additional 64 hours may be used if the use of that leave does not cause the amount of sick leave to the employee's credit to fall below 80 hours. For employees on part-time schedules or uncommon tours of duty, the basic limit is equal to the average number of hours of work in the employee's scheduled tour of duty each week. Additional sick leave, up to the amount accrued during a leave year, can be used if the use of that leave does not cause the amount of sick leave to the employee's credit to fall below twice the basic limit amount.

e. When the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease.

f. When an employee must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys, court proceedings, required travel, and any other activities necessary to allow the adoption to proceed.

Section 17-4. Employees will be notified, in writing, of the supervisors' and the designated alternates' duty and home telephone numbers.

Section 17-5. Employees are encouraged to notify their supervisor, or designated alternate, of the need for sick leave prior to the beginning of the employee's work shift. However, an employee will notify his supervisor, or designated alternate, of the need to use sick leave not later than 1 hour after the start of the employee's work shift. Any later notification will be limited to emergencies that preclude the employee from making a timely request. When an employee is medically incapacitated from personally notifying his supervisor, another person may inform the supervisor, or designated alternate, of the need for sick leave. Employees are required to call in each day of absence unless other arrangements are made with the supervisor.

Section 17-6. When an employee is on sick leave in excess of three (3) workdays, or for a lesser period when determined necessary, the supervisor may require the employee to furnish upon his return a medical certificate or other administratively acceptable evidence to support his absence.

Section 17-7. a. When a supervisor has a reasonable belief that an employee is abusing sick leave, the supervisor may require the employee for a period of time, not to exceed six months, to support each period of absence with acceptable medical documentation. The supervisor will notify the employee in advance, in writing, of the reason that medical documentation will be required. The employee must furnish his supervisor the required medical documentation on his return to duty.

b. At the end of six months, or when significant improvement is shown in the employee's sick leave usage, the notice requiring the medical documentation will be canceled, in writing. However, if no improvement is shown the requirement for medical documentation may be extended.

Section 17-8. The Employer may advance to eligible employees unearned sick leave not to exceed a total of 30 workdays (or 240 hours) in accordance with applicable regulations and under the following conditions:

- a. The employee's absence is for a serious illness or disability.
- b. The employee furnishes written evidence from a physician or practitioner showing the date or approximate date the employee will be physically available to work.
- c. The employee has exhausted all accumulated sick leave and any unscheduled or restored annual leave that the employee might otherwise forfeit during the leave year. (NAF employees must have exhausted all sick and annual leave to their credit.)
- d. The employee is not currently identified for sick leave abuse.
- e. Employees serving under probationary appointments will not be advanced sick leave to exceed an amount that it is reasonably assured that the employee will earn during the probationary period.
- f. Where it is known that the employee is to be retired, or where it is anticipated that the employee is to be separated, the total sick leave advanced will not exceed an amount that can be liquidated by accrual prior to the separation.
- g. Employees will submit their written requests for advanced sick leave to their supervisors prior to the end of the pay period in which the employee wishes to begin to use the leave.

Section 17-9. Sick leave accrued after a period of absence may not be retroactively substituted for such absence. When sick leave occurs within a period of annual leave, the supervisor will, upon request grant accrued sick leave for the period of sickness, provided the claimed sick leave period is properly substantiated.

ARTICLE 18

POSITION DESCRIPTIONS/STANDARD POSITION GUIDES AND DOCUMENTATION OF DETAILS

Section 18-1. The purpose of a position description is to describe officially, for pay and classification purposes, the relevant assigned skills and duties of the position. The purpose of the Standard Position Guide (SPG) for NF Pay Band employees is to provide a brief, but broad, description of the major duties to be performed by the incumbent. The SPG's are generic and may not fully apply to a single position but be usable for a broad range of similar positions. The SPG's will not list every duty to be performed.

Section 18-2. Position descriptions will be based upon the primary duties and responsibilities assigned to positions by supervisors and classified in accordance with Office of Personnel Management Classification Standards. Additions, deletions, and amendments to position descriptions will be reviewed by a personnelist. Changes will be recorded on the official position description and classification records will be maintained. Supervisors will discuss changes with the employee and will provide a copy of the changed position description. (This paragraph does not pertain to SPG's.)

Section 18-3. Employees who reasonably believe that their position descriptions are inaccurate may meet and discuss this matter with their supervisors for clarification. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the negotiated grievance procedure.

Section 18-4. As prescribed by OPM and appropriate regulations, a detail is a temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail.

Section 18-5. All noncompetitive details to higher graded positions will be limited to 120 calendar days within a twelve-month period. A detail to a higher graded position for more than 120 calendar days must be made under competitive procedures. Details to an equal or lower grade will only be accomplished as provided by appropriate laws, regulations and this Article.

Section 18-6. A formal position description will not be required to cover details to unclassified positions. If the position is classified, then the position description will be utilized. The Employer agrees that when an employee is detailed, the supervisor will discuss with the employee the reasons for the detail, the nature of the duties to be performed, and the anticipated length of the detail. This does not preclude the supervisor to whom the employee is detailed from assigning the employee other similar duties.

Section 18-7. Informal details up to 30 calendar days will be recorded in the Official Personnel Folder when the employee initiates paperwork to document such detail and forwards it through his supervisor.

Section 18-8. The Employer will document all formal details for more than 30 consecutive calendar days on an SF-52 (AF - Request for Personnel Action) or DA 4017-R (NAF - Request for Personnel Action) which becomes a part of each affected employee's Official Personnel Folder.

ARTICLE 19

POSITION CLASSIFICATION

Section 19-1. Any employee in the unit who believes that his position is improperly classified will first consult with his supervisor for information and guidance as to the basis for the classification of his position.

Section 19-2. In the event the employee is not satisfied with the explanation provided by his supervisor, the employee may request a meeting with a personnelist to discuss the matter. If the employee remains dissatisfied, he may pursue a classification appeal. The employee may request a Union representative to represent him in the classification appeal. Dissatisfaction over pay category, title, series, or grade of a position will be processed under the established classification appeal procedures and not under the negotiated grievance procedures. These procedures are available at the Civilian Personnel Advisory Center (CPAC).

Section 19-3. An employee will be informed when a determination has been made to change the classification of his position.

Section 19-4. The Employer will provide the Union President or designated representative access to classification standards and position descriptions as may be necessary to accomplish a resolution of an individual's dissatisfaction concerning position classification.

ARTICLE 20

PAY PROVISIONS

Section 20-1. In accordance with the Debt Collection Improvement Act of 1996, all employees hired on or after 26 July 1996, are required to have their wages, salaries, and other monetary payments (e.g., awards, travel advances, etc.) sent to a financial institution via Direct Deposit (DD) and/or Electronic Funds Transfer (EFT) unless the employee certifies that they do not have an account at a financial institution or authorized pay agent. This certification constitutes a waiver, and is valid through 31 December 1998. Effective 1 January 1999, all recipients of Federal payments must receive such payments electronically unless the Secretary of the Treasury authorizes a waiver.

Section 20-2. Employees will have two (2) pay periods from the time they enter on duty or transfer to provide an account number from their financial institution. Noncompliance will result in payments being withheld until such time as an account number from a financial institution is provided or an approved waiver is submitted.

Section 20-3. All employees enrolled in DD/EFT before 26 July 1996 are required to continue under the program unless granted a waiver.

ARTICLE 21

WAGE SURVEYS

Section 21-1. The Employer will promptly notify the Union President of the receipt of a notice authorizing a wage survey and survey results when received from the DOD Wage Fixing Authority.

Section 21-2. Upon confirmation that the Union is entitled to be represented on the local wage survey committee, the Union will nominate the specified number of qualified data collectors and alternates requested by the committee chairperson. Prior to nominating employees, the Union will ensure that nominees are willing to serve and will coordinate the selection with the respective supervisor. Employees who are accepted as data collectors will normally be released by their supervisors for the period(s) of time needed to participate in the survey process. If the employee cannot be released to participate in the wage survey process the reason will be provided to the Union upon request.

Section 21-3. Union representatives who are members of the Locality Wage Survey Committee or who are data collectors will be on duty status while actually participating in the Locality Wage Survey.

ARTICLE 22

ENVIRONMENTAL DIFFERENTIAL (EDP)

Section 22-1. The Employer agrees that one of its objectives is to eliminate or reduce to the lowest possible level all hazards, physical hardships, and working conditions of an unusually severe nature. The Employer has a responsibility to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or working conditions of an unusually severe nature. When the Employer's actions do not practically eliminate the unusually severe nature of the hazard, physical hardship, or working conditions of an approved category, EDP will be paid. However, the existence of an environmental differential is not intended to condone work practices that circumvent Federal safety laws, rules, and requirements.

Section 22-2. The Office of Personnel Management approved categories and circumstances for which EDP may be paid to wage grade unit employees are listed in the Code of Federal Regulations (CFR.) Payment of EDP is determined based on a comparison of the local situation against the categories and circumstances listed in the CFR.

Section 22-3. Where the job-related hazard or environmental condition is practically eliminated by the use of personal protective clothing and equipment, workplace protective measures, training, or standard operating procedures, EDP will not be paid or will be terminated as appropriate.

Section 22-4. When the Union identifies possible working conditions it believes warrants payment of EDP, it will submit a written request with justification to the Employer. Within 14 calendar days after receipt of such a request, the Employer will request technically qualified safety and medical personnel to conduct a study of the Union's request. The Employer will provide the Union a written decision following completion of the study.

Section 22-5. All disputes concerning the payment of EDP will be resolved under the Negotiated Grievance Procedure. In resolving disputes, it is agreed by the Union and the Employer that the applicable Occupational Safety and Health Administration (OSHA) standards, if any, will govern.

ARTICLE 23

MERIT PROMOTION AND PLACEMENT PLAN

Section 23-1. The South Central Region Civilian Personnel Operations Center (CPOC) Merit Promotion and Placement Plan and applicable Job

Application Procedures, and local supplements, if any, will govern AF merit placement and promotion procedures at Fort Campbell. NAF merit placement and promotion will be governed by AR 215-3.

Section 23-2. The Employer agrees to provide training or assistance to employees on the Job Application Procedures (e.g., resume writing).

Section 23-3. The Employer agrees to, as a minimum, announce on post through normal channels all vacancies to be filled through the Merit Promotion and Placement Plan. This does not preclude the Employer from also announcing the vacancy to off-post sources (e.g., OPM, Job Services, etc.) at the same time.

Section 23-4. The provisions of this Article as it pertains to AF employees may be reviewed after 18 months from the effective date of this CBA upon request by either party to address and resolve any unanticipated problems.

ARTICLE 24

REDUCTIONS-IN-FORCE (AF)/BUSINESS BASED ACTIONS (NAF)

Section 24-1. Reductions-in-Force and Business Based Actions will be conducted in accordance with applicable laws and regulations of appropriate authority.

Section 24-2. The Employer will notify the Union President, or his designee, of the necessity for effecting any reduction-in-force affecting unit employees as soon as practical. The Employer will make final notification to the Union President, or his designee, at least five (5) calendar days before the specific notices are issued to affected employees. The Union agrees to treat this information in confidence and not release the information until after the date the Employer issues the notices to the affected employees. The Employer agrees to conduct an orientation session for employees affected by reduction-in-force as soon as possible after the specific notices are issued. The Union will render its assistance in communicating to employees the reasons for effecting any reduction-in-force to include participating in the orientation session. Upon request, the Union will be granted access to review the retention registers or other applicable documents related to BBA's maintained in the Civilian Personnel Office during any reduction-in-force/BBA notice period.

Section 24-3. It is the employee's responsibility to ensure that their OPF is up-to-date. Supplemental information (i.e., education, training, and experience) submitted by an employee after the announced cut-off date, will not be used in determining the employee's placement rights for that reduction-in-force action but will be used for placement rights for vacancies received after issuance of notices.

The cut-off date for submission of supplemental information will be announced at least 14 calendar days prior to the cut-off date (AF only).

Section 24-4. At the Employer's discretion, reduction-in-force/business based action information will be provided to the Union 24 hours prior to notifying employees. In the event a spreadsheet is prepared it will be provided. The spread sheets will list the following information for each employee: (1) position title; (2) job number; (3) pay plan, series and grade; (4) competitive level; (5) group and subgroup; and, (6) service computation date. The Employer will prepare a spreadsheet when reduction-in-force notices are issued simultaneously affecting more than ten (10) employees. If a spreadsheet is not prepared, the Employer will verbally inform the Union of the affected job titles and names of employees affected. The Union will keep this information confidential until the Employer notifies employees.

Section 24-5. When possible, the Employer will retain employees affected by a reduction-in-force/business based action in an active status during any reduction-in-force/business based action notice period. When in an emergency, the Employer lacks work or funds for all or part of the notice period, the Employer may place the employees: (1) on annual leave with or without their consent, (2) in a leave without pay status with their consent, or (3) in a non-pay status without their consent. Employees who believe that they have been placed in a non-pay status in violation of controlling regulations may appeal such action to the Merit Systems Protection Board (AF) or use the negotiated grievance procedures (NAF), as applicable and appropriate.

Section 24-6. In the event of a reduction-in-force/business based decision, the Employer will utilize existing vacancies to the maximum extent possible, when it is in the best interest of the Employer and the employee, to satisfy assignment rights of employees affected by the reduction-in-force/business based action. Such vacancies and assignment rights exist only in the reduction-in-force competitive area to which the employee is assigned at the time the reduction-in-force is effected.

ARTICLE 25

DISCIPLINARY ACTION

Section 25-1. Any disciplinary action taken against employees shall be issued for such reasons as will promote the efficiency of the service. The Employer will apply the criterion of just and sufficient cause in administering such discipline.

Section 25-2. Under the provisions of this agreement, "disciplinary action" refers to either:

a. Informal discipline - oral admonishments and written warnings which are placed in the employees' record/file maintained by the immediate supervisor or administrative office; or

b. Formal discipline - formal written reprimands, and suspensions for 14 days or less.

Section 25-3. When the Employer determines that disciplinary action may be required to correct conduct on the part of an employee, the responsible supervisor or manager will obtain all available information concerning the alleged misconduct. The supervisor will then discuss the incident with the affected employee to: (1) ensure that all the relevant facts are known to both parties; (2) afford the employee the opportunity to explain the basis for his actions; and, (3) advise the employee that disciplinary action is under consideration. Since disciplinary action could result from this interview, the employee must be provided the opportunity to be accompanied by a Union representative, if the employee requests the representation. If the employee presents a satisfactory explanation for his conduct, the matter will be closed and the employee so advised. If the employee fails to provide a reasonable explanation for the conduct, the supervisor may resolve the matter through the informal disciplinary action or initiate a request for formal disciplinary action to the Civilian Personnel Office. The supervisor will notify the employee and his Union representative, if any, if formal disciplinary action is being taken against the employee. This notification should be accomplished at the earliest practicable date of when the decision is made. If the formal disciplinary action is not issued within 21 calendar days of the request, the supervisor will inform the employee of the expected date of issuance.

Section 25-4. When a determination is made that a formal written reprimand is necessary to correct an employee's alleged misconduct, the formal written reprimand will contain as a minimum the following information/data:

a. A description of the offense, in sufficient detail, to enable the employee to understand fully the violation, infraction, conduct, or offense for which he is being charged. Such specifics as time, place, dates, and events will be included in support of the incident giving rise to the disciplinary action.

b. In the event the reprimand is a follow-up of previous offenses and the action is considered as a continuation of constructive discipline, the former incidents will be restated. Additionally, if the employee failed to take any remedial action previously agreed to, that fact will be included.

c. A warning that future misconduct may result in a more severe disciplinary action.

d. If appropriate, advice regarding assistance available to the employee for remedial purposes or as a means to help overcome the deficiency and avoid future recurrence. Additionally, the employee will be informed regarding any specific action required.

e. Right of the employee to be represented by the Union in filing a grievance to contest the reprimand, including the Union's Office telephone number. Failure to seek withdrawal through the grievance procedure will cause the formal written reprimand to remain in the employee's Official Personnel Folder for the time specified.

Section 25-5. If the Employer proposes a suspension for 14 days or less, the following minimum procedures will apply:

a. The Employer will provide the employee with at least 14 calendar days advance written notice (except as provided for in Title 5 U.S. Code of Federal Regulations 752.404(d)(1) and (2)). The proposed notice should contain the same type of information as specified in Section 25-4 so as to enable the employee to answer the notice and to review the material which was relied on to support the proposed action.

b. The employee may reply to the notice of proposed suspension both orally and in writing and furnish affidavits and other documentary evidence in support of their answer within 14 calendar days after their receipt of the proposed notice. The deciding official will prepare a Memorandum of Record summarizing the oral reply, if any, and provide a copy to the employee. A hearing will not be used in connection with the notice of proposed suspension action. The Employer will give consideration to extending the reply period for a reasonable amount of time if the employee submits a timely written request stating extraordinary reasons for needing more time.

c. During preparation and presentation of a reply, a Union representative, an attorney, or other representative of their choice may represent the employee.

d. The Employer's deciding official will furnish a written decision within 45 calendar days after the expiration of the reply period.

e. The notice of decision will inform the employee of his grievance rights and the time limits for filing.

ARTICLE 26

EQUAL EMPLOYMENT OPPORTUNITY

Section 26-1. The Employer will conduct a continuing program to eradicate every form of prejudice or discrimination based upon race, color, religion, sex, national origin, age, or disability from its personnel policies and practices and working conditions, to include taking disciplinary action against employees who engage in discriminatory practices.

Section 26-2. The Employer will exercise personal leadership in establishing, maintaining, and carrying out a continuing affirmative program designed to promote equal employment opportunity in every aspect of its personnel policy and practice in the employment, development, advancement, and treatment of its employees.

Section 26-3. The Employer and the Union agree to jointly support affirmative actions as specified in the Fort Campbell Affirmative Action Plan. The Employer will make known to all employees its commitment to attain EEO goals as established in the Affirmative Action Plan.

Section 26-4. The Employer will carefully, justly, and expeditiously consider and adjudicate alleged complaints of discrimination. Employees may use the discrimination complaint procedures without fear of restraint, coercion, discrimination, or reprisal.

Section 26-5. The Employer's staff of EEO counselors will be made available to all employees.

Section 26-6. The Employer shall develop a results-oriented affirmative action plan intended to resolve problems of under-utilization and under-representation of minorities, women, and persons with disabilities and, upon request, provide a copy to the Union.

Section 26-7. The Employer will, upon request, furnish to the Union President statistical information reflecting the profile of the Employer's total work force by age, race, sex, and occupational series and grades.

ARTICLE 27

ALCOHOL AND DRUG ABUSE PROGRAM

Section 27-1. a. The Employer and the Union jointly recognize that alcohol and drug problems are health problems and employees having these conditions will receive the same considerations as for other health problems. Employees are encouraged to seek assistance from the

Employee Assistance Program (EAP) if they think that substance abuse is impacting on their job performance and/or personal lives. Employee participation in the EAP shall be voluntary.

b. Employees, at all times, are responsible for their actions. Applicable regulations will govern the consideration given to employees who allege that their actions were brought about by illness or substance abuse.

c. Employees who seek assistance from EAP are assured of confidentiality, except when instances of child abuse, violence, or threats of violence against another person are disclosed or committed. All records and discussions will be handled in a confidential manner as are medical records, with noted exceptions above. These records will be kept by the counseling organization and they will not become part of the employee's Official Personnel Folder (OPF).

Section 27-2. The Employer and the Union also recognize the need to assist employees whose job performance is adversely affected by medical, behavioral, and emotional problems other than by reasons of alcohol and/or drug abuse. The Union supports the Employer's Employee Assistance Program (EAP) as a means for identifying and providing information, education, and other assistance or referral services for these employee problems.

Section 27-3. If the on post driving privilege of an employee is suspended for reasons of drunk and/or drugged driving, the employee may be granted an exception to any mandatory suspension pursuant to applicable regulations. The Union and the Employer will encourage employees who have been arrested or have had their driving privileges suspended for drunk and/or drugged driving to enroll in the Employee Assistance Program (EAP).

Section 27-4. Employment or promotion opportunities will not be jeopardized because of prior alcohol or drug abuse counseling or by request for counseling or referral assistance.

ARTICLE 28

TRAINING

Section 28-1. It is the employees' responsibility to apply the skills, knowledge, and abilities acquired through training to maintain proficiency in their assigned duties. It is the Employer's responsibility to provide for the training needs of its employees. Training opportunities will be made available to employees on a fair and equitable basis according to the needs of the Employer's mission, available resources and duties to be performed by employees.

Section 28-2. An employee may request his supervisor to reschedule the employee's workweek to enable the employee to pursue courses of instruction only available during the employee's regular work hours. Accordingly, upon receipt of a written request from an eligible employee, a supervisor may authorize a special tour of duty of not less than 40 hours during each administrative workweek to permit the employee to take one or more courses in a college, university, or other educational institution under the following conditions:

- a. Additional costs to the Employer will not be incurred;
- b. Completion of the course will better equip the employee for more effective work in the Department of the Army; and
- c. There will not be an appreciable interruption to the Employer's mission.

NOTE: The Employer will not pay to the employee any premium pay solely because the special tour of duty authorized under this section causes the employee to work on a day, or at a time during the day, for which premium pay would otherwise be payable.

ARTICLE 29

OCCUPATIONAL SAFETY AND HEALTH

Section 29-1. The Employer will provide and maintain a safe working environment for all employees. The Union will cooperate with management to encourage employees to work in a safe manner and to prevent the willful and accidental damaging of Government property.

Section 29-2. Any employee who has been issued required safety equipment and who reports to work without the safety equipment may be granted up to three hours of annual leave to obtain the equipment and to return to work. An employee who fails to wear or use their safety equipment may be subject to disciplinary action.

Section 29-3. Each activity's Safety Officer and/or Preventive Medicine Officer will survey the work areas of the employees to ensure a safe and healthy environment and to determine the need for employees' personal protective equipment.

Section 29-4. When a work injury occurs and regardless of the severity thereof, the affected employee will report or have reported the circumstances to his first-line supervisor immediately following the occurrence or discovery of the injury. The employee will also ensure that the employee's portion of the CA-1 (AF) or LS-1 (NAF) is completed and turned in to their immediate supervisor. The

activities' Safety Officer will notify the Union Office quarterly of all recordable accidents.

Section 29-5. a. All employees will report unsafe work and health practices, equipment, conditions, and environmental factors to their immediate supervisors.

b. Unsafe conditions reported by the Union or an employee that cannot be resolved by his immediate supervisor will be investigated as soon as possible by the next level supervisor or his designated representative. The next level supervisor will determine the appropriate course of action. If necessary, the professional advice of the Safety Office will be solicited. Employees who believe they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in their jobs have the right to file a grievance at Step 3 within seven (7) calendar days.

c. The Employer's Safety Officer and/or Preventive Medicine Officer will inform the Union of known hazards that may cause severe injury or occupational illness to employees.

Section 29-6. The Installation Safety Office will inform the Union of scheduled safety inspections and invite written comments. The Employer agrees that the Installation Safety Office will respond, in writing, to the Union's written inquiries. In addition, the Union shall be given the opportunity to accompany an OSHA Inspector during the physical inspection of the Employer's work site.

Section 29-7. Where possible, supervisors will complete the employee's personal data section of Form CA-16 (AF) or LS-1 (NAF) immediately on each injury, including an injury requiring first aid treatment, and have the affected employee hand carry the form to the hospital for completion. The attending physician will complete the applicable section of the CA-16 or LS-1, as appropriate. In a life or death type case, the supervisor will ensure that the appropriate form is promptly initiated and forwarded to the attending physician after the employee has been transported to the hospital.

ARTICLE 30

SMOKING

Section 30-1. The policies, procedures, and restrictions on the use of tobacco products are outlined in DOD Instruction (DODI), Numbers 1010.10 and 1010.15, and Army Regulation (AR) 600-63.

Section 30-2. In accordance with the above policies, the use of tobacco products is prohibited in all DOD owned or leased workplaces. In an effort to reasonably accommodate those employees who desire to use tobacco products, the Employer agrees to do one of the following:

a. As a minimum, to designate outdoor smoking areas which are reasonably accessible to employees and, where possible, provide a measure of protection from the elements; or

b. Where there is a sufficient showing of interest by the smokers assigned to specific buildings, the Employer will provide an approved covered break area in "kit form" to be constructed outdoors by the smokers via self-help. A reasonable amount of duty time, as determined appropriate by the Employer, will be provided for this purpose; or

c. At the Employer's option, another type of break area such as a "pre-fabricated" gazebo or similar structure may be provided.

Section 30-3. In all cases, designated smoking areas shall only be outdoors and away from common points of ingress and/or egress into the workplace. For the purposes of this Article, common points of ingress and/or egress mean the front, main, or primary entrance/exit to a building that is used by customers and/or the general public. Areas around other uncommon entrances/exits may be used provided that no other suitable alternative is available. All outdoor break areas will be strategically located to serve more than one building where feasible.

Section 30-4. Reasonable breaks will be allowed, not to exceed 15 minutes per four-hour work period. Break periods may be broken into two or three shorter break periods (e.g., 2-seven & 1/2 minute or 3-five minute breaks) subject to work requirements. All breaks under this Article are "in-lieu of" any other rest breaks provided for in this Collective Bargaining Agreement.

Section 30-5. The Employer agrees to provide one (1) smoking cessation course at no cost to current interested employees, who shall be granted administrative leave/excused absence, workload permitting, to attend. Where requested, the Employer will refer employees to local community resources for their smoking cessation needs.

ARTICLE 31

CONTRACTING OUT

Section 31-1. During each active CA cost study, the Employer agrees to consult with affected civilian employees monthly during the development and preparation of the Performance Work Statement (PWS) and Management Study (MS) to solicit and consider the views of such employees on the development and preparation of the PWS and MS. This requirement will be accomplished as follows:

a. For employees represented by the Union, the Employer agrees to give the Union an opportunity to present its views regarding matters

relevant to the PWS and MS in the course of CA cost studies. Such matters include, but are not limited to performance work statements, milestones and most efficient organizations (MEO). Pursuant to these requirements, the Employer agrees to furnish the Union the following:

(1) Fourteen days notification of the beginning of any CA management cost study.

(2) Invitation to attend any initial employee briefing concerning any new management cost study.

(3) A brief written summary of the status of actions pertaining to each active CA cost study on a monthly basis.

(4) A copy of each developed PWS and changes thereto for review and comment. Union comments to a PWS will be made directly to the Employer within fourteen (14) days following the Union's receipt. The Employer will acknowledge receipt of the Union's comments within 14 days from the date of receipt. Further, the Employer will provide the Union with written notice of acceptance or rejection of Union's comments as soon as possible but prior to solicitation of commercial bids.

(5) Specific information requested by the Union for any particular CA cost study that can be made available under applicable rules and regulations.

(6) Invitation to attend pre-bid conferences and public bid openings.

(7) Affected employees will be updated monthly.

ARTICLE 32

HAND TOOLS AND PROTECTIVE CLOTHING AND EQUIPMENT COMMERCIAL ACTIVITIES (AF ONLY)

Section 32-1. Employees will furnish their own common hand tools, tool boxes, tool pouches, and required personal protective clothing and equipment (PC&E), except for those items required to be furnished by the Employer such as protective eye and face equipment, respirators, etc. Listings or recommended common hand tools and required PC&E items will be agreed upon by the parties prior to any awarded in-house contract starting date through a separate memorandum for the record by each major activity, as needed. These requirements will commence on any in-house contract starting date, subject to the provisions of Section 32-2 through 32-7.

Section 32-2. The conditions for administering Section 32-1 are as follows:

a. Physical inventories of government owned tools and PC&E currently issued to employees will be taken prior to the effective date of any contract starting date. Hand receipts will be reviewed, updated, corrected, or discontinued as necessary. Hand receipt accuracy is the joint responsibility of the employee and the employee's supervisor.

b. Currently assigned employees may elect to turn in their issued government hand tools and PC&E on or after contract starting date or retain them for their individual use on the job. Once an item is deleted from the hand receipt, the employee cannot have that item reissued at a later date.

(1) Employees electing to furnish their own hand tools and PC&E will turn in hand receipted items to the appropriate hand receipt holder. The hand receipt holder will provide a written receipt and the items will be removed from the employee's hand receipt. The employee will be responsible for possession of personally owned hand tools and PC&E in order to perform the duties of his position.

(2) Employees retaining receipted government owned hand tools and PC&E may continue to keep item(s) and hand receipt accountability until item(s) become(s) unserviceable due to wear and tear. At that time, the employee will turn in the unserviceable item(s) for removal from the hand receipt control. The employee, at the employee's expense, through commercial sources will replace the unserviceable item.

(3) As the number of government owned items on an individual's hand receipt decreases, it is expected that the employee will have a mixture of government owned and personally owned tools and PC&E in his possession. The government owned items will continue to be accounted for under governing Army Regulations and practices. The supervisor will not inventory the personally owned items.

Section 32-3. Employees hired after any contract starting date will furnish their own hand tools and required PC&E, including a toolbox and/or a tool pouch. The "new hires" will be required to possess the necessary hand tools and PC&E upon entry on duty as a condition of employment.

Section 32-4. Each employee placed in a commercial activity type position after contract starting date(s) through reduction-in-force (RIF) procedures will be given a reasonable period of time, not to exceed five (5) working days, to obtain his common hand tools and required PC&E prior to starting to work in the position. The five-workday period begins on the date the employee reports to work in the new position and not on the date of RIF notification. If a RIF action has vacated a position and has created an unissued set or partial set

of hand tools and PC&E, these tools and PC&E will be issued, at the employee's request, to the employee involved in a RIF into the vacant position. This incoming employee is entitled to the hand tools and PC&E hand-receipted tools to the previous incumbent of the position.

Section 32-5. Employees entering positions by other personnel actions (i.e., promotions, reassignments, special considerations, temporary promotions, etc.) from within this bargaining unit will be accommodated in the manner identical to RIF personnel in Section 32-4, provided they were employed at Fort Campbell prior to the contract starting date. Employees entering positions after the contract starting date from outside the bargaining unit will be treated the same as new hires under Section 32-3.

Section 32-6. When an employee departs from his current position, the employee will return all remaining hand receipted tools and PC&E to the appropriate hand receipt holder. Employee will receive a written receipt for same and the items will be removed from his hand receipt.

Section 32-7. Miscellaneous.

a. Security of tools and PC&E is the responsibility of each employee.

b. The Employer will provide engraving/marketing tools for identification of employee's personal hand tools and PC&E.

c. The Employer will post warning signs throughout work areas regarding theft and access. Employer will issue to each employee an identification badge. Employees will wear their individual issued badge to gain access to their working areas.

d. Each employee is responsible for securing personally owned, as well as receipted hand tools and PC&E at the end of his workday. The Employer will secure employees' tools in emergency situation(s). The employee's supervisor will report thefts that may have occurred during an employee's emergency or extended absences to the activity's security office. Employees will report suspected thefts to their supervisors.

e. The Employer will accommodate employees unable to work due to theft of tools and PC&E to the maximum extent possible. Such accommodations may include detail or loan of tools and PC&E. This accommodation, due to loss other than theft, will be handled on a case by case basis and will normally not exceed one pay period.

ARTICLE 33

PAYROLL DEDUCTION FOR PAYMENT OF UNION DUES

Section 33-1. The Employer shall deduct allotments for the volunteer payment of Union dues from the pay of all unit members in good standing with the Union who request and authorize such deductions on Standard Form 1187 (Request for Payroll Deductions for Labor Organization Dues) and remit such deductions to the Union via Electronic Fund Transfer (EFT) and/or Direct Deposit D/D).

Section 33-2. Union members in good standing with the Union may make an allotment for the payment of biweekly dues to the Union at any time by completing Standard Form 1187. The Union will obtain the SF 1187, make them available to the unit members, instruct the unit members in completing the personal data on the forms, certify the amount of the dues, and deliver the completed forms to the Employer's Labor Relations Officer. After processing, the Employer's Labor Relations Officer will forward the completed SF-1187 to the Fort Campbell Payroll Liaison/NAF Personnel Representative.

Section 33-3. Allotments will become effective at the beginning of the first complete biweekly pay period after the Fort Campbell Payroll Liaison/NAF Personnel Representative has received the SF-1187, properly completed and signed.

Section 33-4. Whenever there is a change in the amount of dues to be withheld, the Union will notify, in writing, the following offices:

For AF Employees - Defense Finance and Accounting Service
Charleston Operating Location
P.O. Box 118056, Code PBB
Charleston, S.C. 29423-8056

For NAF Employees - NAF Financial Services Office
P.O. Box 6111
Texarkana, TX 75505-6111

All correspondence from the Union to the above offices pertaining to the change will include both the old and new dues withholding amounts, the two-digit identification code "KY" and the effective date for the change. Withholding of the new dues amount will begin on the first complete pay period following receipt of the Union's notification unless a later beginning date is specified.

Section 33-5. The withholding of the dues will not be made for a unit member whose net pay after other legal and required deductions is insufficient to cover the full amount. This situation may occur when the employee has had a period of time in a non-pay status (e.g., leave without pay, absence without leave, suspension, furlough, etc.).

Section 33-6. A dues allotment can be canceled using Standard Form 1188 (Cancellation of Payroll Deduction for Labor Organization Dues) in only one of the following two conditions:

a. Condition 1. The employee may cancel his dues allotment no earlier than one year following the date they initiated the allotment. In this case, the employee's request for cancellation of his dues allotment must be received by the Fort Campbell Payroll Liaison/NAF Personnel Representative within 30 calendar days prior to the end of one year following the date the employee signed for his dues allotment. Otherwise, the request will be returned to the employee without action.

b. Condition 2. The employee may cancel his dues allotment for payment of dues on/after 1 September of any one year after it has been in effect for more than one calendar year. The Fort Campbell Payroll Liaison/NAF Personnel Representative must receive written revocation no earlier than 1 August and no later than 31 August of any calendar year. Such timely requests for dues revocation will be effective with the beginning of the first full pay period on/after 1 September of the year in which it is received. Otherwise, the request will be returned to the employee without action.

c. The Fort Campbell Payroll Liaison/Customer Service Representative shall furnish to the Union a copy of the SF-1188 after the Civilian Payroll Office processes it.

Section 33-7. The Union will maintain a supply of Standard Forms 1188 and make the form available to unit members upon request.

Section 33-8. The Union will promptly notify the Employer's Labor Relations Officer, in writing, when a unit member, who has executed an allotment form for the payment of dues, is expelled, suspended, or for any reason ceases to be a member in good standing. The Fort Campbell Payroll Liaison/NAF Personnel Representative will discontinue the employee's allotment effective with the beginning of the first complete pay period after receipt of the written notice.

Section 33-9. Normally, an allotment for a unit member will be terminated at the end of the pay period during which the employee is separated through death, retirement, transfer, or other causes, or when the employee moves, is reassigned, or is permanently promoted to a recognition area not covered by this Agreement. In case of administrative error the allotment will be terminated not earlier than the beginning of the same pay period in which the error is discovered. The Employer's Labor Relations Officer will make a reasonable effort to ensure the accuracy of dues allotment eligibility and alert the Union of employees whose dues may need termination because the employee is no longer in the bargaining unit. For employees who are temporarily promoted to jobs outside the unit, their allotment, if any, will be suspended for the period of time the employees are temporarily promoted.

Section 33-10. The remittance of net balance of dues withheld will be made to the Union within fourteen (14) calendar days after each pay period for which deductions are made. A listing will be provided to the Union reflecting the pay period dates, names of employee members and amount deducted, and the total amount collected. An explanation for any deduction or overpayment will be provided upon request.

ARTICLE 34

PUBLICIZING THE COLLECTIVE BARGAINING AGREEMENT

Section 34-1. The Employer will furnish copies of the CBA to each supervisor. The supervisor will keep a copy accessible for review by unit employees. Employees desiring their personal copy of the CBA will obtain it through the Union or the Employer's Labor Relations Officer. The Employer agrees to furnish adequate copies of the CBA to the Union.

Section 34-2. The Employer agrees that as part of his orientation, each new or rehired employee: (1) shall be informed of the Union's exclusive recognition status; (2) will be introduced by the supervisor to the assigned Union steward/official; and, (3) will be informed of the location of the office copy of the CBA and where they can get a personal copy.

Section 34-3. The Union President, or designee, will be invited to attend New Employee Orientation.

ARTICLE 35

GRIEVANCE PROCEDURES

Section 35-1. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. These negotiated grievance procedures shall be the exclusive procedures available to the Union, the Employer and the employees in the bargaining unit for resolving grievances.

Section 35-2. The term "grievance" means any complaint by any employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 35-3. In the administration of this Article, the time limits specified will be counted in calendar days. If the last day of the specified time limit falls on a non-business day (Saturday, Sunday or Holiday) the time limit will be extended to 1500 hours on the next regular business day.

Section 35-4. Recording devices will not be used during any grievance proceeding without the consent of all parties involved.

Section 35-5. The following matters are specifically excluded from consideration under the negotiated grievance procedures and will not be received or processed:

a. Any matter subject to formal review and adjudication by a third party such as the Merit Systems Protection Board (MSPB), Office of Personnel Management (OPM), Federal Labor Relations Authority (FLRA), Office of Special Counsel (OSC), Equal Employment Opportunity Commission (EEOC), Office of Management and Budget (OMB), etc.

b. A notice of proposed disciplinary/adverse action (e.g., a notice of proposed suspension, removal, or change to lower grade).

c. For the purpose of getting an established policy, standard, or procedure changed. Such changes may be made only through negotiations between the Employer and the Union.

d. The content of published Army policies or regulations, provisions of law, or regulations of appropriate authorities outside the Army, regardless of whether such policies, laws, or regulations are quoted, cited, or otherwise incorporated into this Agreement.

e. Non-selection for promotion, reassignment, or detail from a group of properly ranked and certified candidates or failure to receive a noncompetitive promotion. This, however, does not eliminate a grievance concerning an improper ranking of candidates for promotion.

f. Decisions by the Employer concerning mission, budget, or organization; the number and grades of employees assigned to any Employer subdivision, work project or tour of duty; the personnel by which agency operations are to be conducted; and the technology, methods, and means of performing work.

g. Separation of probationary/trial employees and veteran readjustment appointment employees during their initial first year of employment.

h. The contents of performance standards, except when the employee alleges the performance standards violate applicable law, rule or regulation.

- i. Any claimed violation of subchapter III of Chapter 73 of Title 5 of the U.S. Code relating to prohibited political activities.
- j. Retirement, life insurance, or health insurance.
- k. Any examination, certification, or appointment.
- l. The classification of any position which does not result in the reduction of grade or pay of an employee.
- m. Suspensions or removals under Title 5, USC, Section 7532 (National Security Exemption).
- n. Any matter or issue that has been, or is currently being, adjudicated in another forum.
- o. Separation of NAF flexible employees.

Section 35-6. All grievances filed under the provisions of the Negotiated Grievance Procedures must be in writing (using the grievance form at Appendix B) and shall contain, as a minimum, the following:

- a. A clear statement of the problem to be addressed. The statement must include relevant information regarding the "who, what, where, why, when and how" of the situation.
- b. Personal relief sought to remedy the grievance. "Personal Relief" means a specific remedy directly benefiting the grievant(s). It may not include a request for action (e.g., disciplinary action, etc.) that affects another employee. If the personal relief is not set forth and specified on the grievance form, it will serve as the basis for rejecting the grievance.
- c. Copies of all relevant documents and/or related information to be relied upon by the employee to support their grievance. Normally, these copies should be attached to the grievance form for consideration by the deciding officials at Step 1 and 2. Documents and/or other information not presented prior to the Step 3 grievance meeting will not be considered in resolving the grievance.
- d. The employee's signature.
- e. The name, organization, and telephone number of his representative, if any.

Section 35-7. All grievances must be presented, in writing, to the lowest level of supervision that can grant the relief sought or recommend that the relief be granted, within 30 calendar days after the incident or decision giving rise to the grievance. Grievances that are submitted beyond 30 calendar days are considered to be untimely and will be rejected. Employees who believe they may have a

valid grievable issue are encouraged to contact the Union as soon as possible so as to preserve their rights under this Article.

Section 35-8. The Employer may declare a grievance is untimely filed or is a matter not covered by the grievance procedures at any stage of the grievance procedures; however, this doesn't preclude the Union from timely pursuing the grievance through the grievance/arbitration procedures. Questions as to whether a matter is grievable/arbitrable shall be referred to an arbitrator as a threshold issue.

Section 35-9. Failure of the Employer to answer a grievance within the time limits prescribed in any of the steps may permit the employee to refer the case to the succeeding step of the grievance procedures. Failure of the employee to comply with any of the time limits prescribed will automatically terminate the grievance. Except for the initial filing, an extension of the time limit may be requested and granted if both the Employer and the Union mutually agree. Requests for an extension should be requested in writing and contain the reason(s) for the request. If time precludes a written request, an extension may be approved orally followed up in writing.

Section 35-10. Nothing in this Article precludes an employee or group of employees from presenting their own grievances and from having them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the CBA, and the Employer has given the Union the opportunity to be represented at discussions of the grievance. When a bargaining unit member uses the negotiated grievance procedures they must either represent themselves or be represented by the Union. The employee will designate their representative, if any, in writing. Any changes in the designated representative of an employee or group of employees will be made in writing to the Employer.

Section 35-11. At any step of the grievance procedure, including the arbitration process, the employee who initiated the grievance may be present during the discussion if they so desire and shall suffer no loss of pay or leave. However, in any instance where more than one employee is pursuing an identical grievance, the Union shall: (1) select one grievant and one representative to pursue the grievance; (2) provide a list of the other grievant(s) to the Employer; and, (3) agree to be bound in all cases by the outcome of the grievance of the selected grievant. The Employer will deal with only one Union representative on any one grievance or similar grievance from more than one employee.

Section 35-12. At each step of the grievance procedure, the aggrieved employee shall be permitted to call, and the Employer will approve, a reasonable number of witnesses necessary and relevant to the development of facts.

Section 35-13. The Employer will, upon written request, furnish relevant and necessary information, insofar as available and

permissible without violating laws, regulations, and Government policy, for the purpose of substantiating the contentions or claims of the parties. All requests for information must explain why and how the information is both relevant and necessary to substantiate the contentions or claims of the parties.

Section 35-14. Employees will be given a reasonable amount of time to prepare their grievance IAW Article 5, Section 5-2.

Section 35-15. Employee Grievance Procedure:

a. Step 1. The employee will submit their grievance in writing (using the grievance form at Appendix B) to the supervisor who has authority to resolve the matter (normally this will be the employee's immediate supervisor) within 30 calendar days of the incident or decision giving rise to the grievance. Copies of the grievance form may be obtained from a Union official or from the Union's office. After receipt of the grievance, the Step 1 Deciding Official will, upon request, meet with the employee and his representative, if any, within seven (7) calendar days to discuss the grievance. A written decision will be rendered within seven (7) calendar days after either receipt of the grievance or after the grievance meeting, if held.

b. Step 2. If the grievance is not resolved at Step 1, the employee may, within two (2) calendar days, submit their grievance to the Step 2 Deciding Official (normally this will be head of his division, branch, department, or office) by using page 2 of the grievance form. The employee will explain on page 2 of the grievance form why the Step 1 decision did not satisfy his grievance. After receipt of the grievance, the Step 2 Deciding Official will, upon request, meet with the grievant and his representative, if any, within seven (7) calendar days to discuss the grievance. A written decision will be rendered within seven (7) calendar days after receipt of the grievance or after the grievance meeting, if held.

c. Step 3. If the grievance is not resolved at Step 2, the employee may, within four (4) calendar days submit their grievance to Step 3, by separate cover letter, to the Labor Relations Officer, Civilian Personnel Division, Human Resources Business Center, ATTN: AFZB-HR-C, Fort Campbell, KY 42223-5381. The grievance package must contain the cover letter, a copy of the completed grievance form (Appendix B), all supporting evidence and/or documents to be considered and an explanation of why the actions at Steps 1 and 2 did not resolve the grievance. After receipt of the grievance, the Step 3 Deciding Official (normally this will be the director, department head or office manager of the grievant's organizational element or his designated representative), will, upon request, meet with the grievant and his representative, if any, within seven (7) calendar days to discuss the grievance. A written decision will be rendered within 14 calendar days after either receipt of the written grievance or after the grievance meeting, if held. As far as the employee, his representative, if any, and the Employer are concerned, the Step 3

Deciding Official's decision is final unless the Union invokes arbitration.

Section 35-16. Employer-Union Grievance Procedure:

NOTE: The procedure in this section will not be used to resolve individual type grievances that must be resolved solely under Section 35-15.

a. All Employer or Union grievances will be presented, in writing, to the other party (as designated below) within 30 calendar days from the incident or decision giving rise to the grievance.

(1) Employer initiated grievances will be submitted, in writing, to the President, AFGE Local 2022, at P.O. Box 453, Fort Campbell, Kentucky 42223-0453.

(2) Union initiated grievances will be submitted, in writing, to the Labor Relations Officer, Civilian Personnel Division, Human Resources Business Center, ATTN: AFZB-HR-C, Fort Campbell, Kentucky 42223-5381.

b. The grievance submission will include all known pertinent data relating to the matter under discussion, including the issues involved, dates, places, personnel involved, rationale supporting the party's contentions, and the remedial action sought to resolve the issue.

c. The parties shall meet within 15 calendar days of receipt of the grievance to discuss the grievance and attempt informal resolution. If informal resolution is not achieved by the parties at the meeting, the party to whom the grievance was submitted will inform the other party of its decision in writing within 15 calendar days after the meeting.

d. The decision will be considered to be final unless the other party invokes arbitration.

ARTICLE 36

ARBITRATION PROCEDURES

Section 36-1. Any grievance or dispute not satisfactorily settled at the 3rd Step of the Negotiated Grievance Procedures may be submitted to arbitration under the provisions of this Article.

Section 36-2. Only the Employer or the Union may invoke arbitration. The decision to arbitrate a grievance or dispute shall be in writing and be delivered to the other party (Employer or Union) not later than 30 calendar days from the date of the 3rd Step decision.

Section 36-3. Once arbitration is invoked, the parties will meet within seven (7) calendar days (or before any agreed upon extension of time has expired) after receipt of the written notice to jointly request a list of seven impartial arbitrators qualified in Federal labor-management relations issues from the Federal Mediation and Conciliation Service (FMCS). All requests will be made via Form R-43 (Request for Arbitration Panel) which will be submitted to the FMCS, Office of Arbitration Services, Washington D.C. 20427 and will include any required fee payments for FMCS services.

a. The parties shall meet within 14 calendar days (or before any agreed upon extension of time has expired) after receipt of the FMCS listing to select the arbitrator from the FMCS listing.

b. If the parties cannot mutually agree upon one of the listed arbitrators from the FMCS listing, then the parties will alternately strike one arbitrator's name from the list of seven and shall then repeat this procedure. The party that invoked arbitration shall strike the first name. The remaining name shall be the selected arbitrator. The parties will jointly notify the FMCS of the selected arbitrator or may jointly contact the arbitrator directly to schedule a hearing date.

Section 36-4. If, for any reason, one of the parties fails to comply with an obligation or time limit (to include any agreed upon extension) under this Article, the following applies:

a. If the party not invoking arbitration fails to participate within the applicable time limit in either jointly requesting a list of arbitrators from the FMCS or to select an arbitrator from the FMCS listing, the party invoking arbitration can request the FMCS to make a direct appointment of an arbitrator to hear the case; otherwise, the arbitration of the case becomes null and void.

b. If the party invoking arbitration fails to meet within 14 calendar days after receipt of the FMCS listing to select an arbitrator from the FMCS listing, this party waives its rights to proceed with the arbitration of the case.

c. The party invoking arbitration will provide a copy of any correspondence to the FMCS requesting the direct appointment of an arbitrator to hear the case to the other party within seven (7) calendar days of the date it is submitted to FMCS.

d. If and when an arbitrator is made by direct appointment of the FMCS, the party invoking arbitration will inform the other party, in writing within seven (7) calendar days of receipt from FMCS, the name of the appointed arbitrator, and the date, time and place of the arbitration hearing.

Section 36-5. The parties shall meet no later than 14 calendar days prior to the established arbitration hearing date for the purpose of

defining the issue(s) to be arbitrated. If agreement can be reached, the issue(s) to be arbitrated, the articles and sections of the CBA alleged to have been violated, a copy of the CBA, the grievance, the decision at each step of the grievance procedures, witness lists and any other information agreed upon or stipulated to by the parties shall be submitted to the arbitrator as joint Employer and Union exhibits on the date of the arbitration. If the parties do not agree to any joint exhibit or the issue(s) to be arbitrated, either party may submit a written brief or make oral argument to the arbitrator on the date of arbitration. In such case, the arbitrator will determine the issue(s) to be arbitrated. Both parties will make good faith efforts to stipulate to all facts that are not in controversy. If post-hearing briefs are submitted, a copy will be provided to the other party on the same date as provided to the arbitrator.

Section 36-6. The party invoking arbitration will pay any and all fees charged by the FMCS for providing a panel or list of arbitrators to the parties. Payment of these fees for services rendered by the FMCS must be submitted with the Form R-43, Request for Arbitration Panel.

Section 36-7. All fees charged by the arbitrator and related expenses of the arbitration shall be paid equally by the Employer and the Union. The party canceling the arbitration, if any, will pay cancellation fees, unless other arrangements have been mutually agreed upon.

Section 36-8. The arbitration hearing shall, whenever practicable, be held at Fort Campbell during the normal day shift work hours, Monday through Friday. The aggrieved employee, if any, the Union representative, and Fort Campbell employee witnesses shall be in a pay status without charge to annual leave while actually participating in the arbitration proceedings, provided they would otherwise be in a pay status. A reasonable number of employees of the unit, who have a direct knowledge of the facts in the case at issue, if called as witnesses, will be called by the Employer at the time they are required to testify. All employees not regularly on the day shift when required to be present shall, at the Employer's option, either be changed to the day shift for this purpose or paid overtime compensation. Any witnesses called who are not Fort Campbell employees shall be the responsibility of and at the expense of the party calling such witnesses. Both parties agree to exchange witness lists (along with a narrative statement of each witness's expected testimony), in writing, at least 14 calendar days prior to the date scheduled for the arbitration hearing. The parties will exchange all documents and/or evidence to be presented to the arbitrator at least 14 calendar days prior to the hearing date. No other witnesses or evidence will be allowed at the hearing or considered by the arbitrator in rendering a decision on the matter unless the arbitrator determines that extraordinary circumstances and/or justification warrant otherwise.

Section 36-9. The arbitrator will render his decision as promptly as possible after the conclusion of the hearing but no later than 60 calendar days of the closing of the official record. The Employer and the Union agree that the jurisdiction and authority of the chosen arbitrator and his opinions as expressed will be confined exclusively to the interpretation and/or application of the expressed provision(s) of this CBA. The arbitrator will have no authority to change, modify, alter, delete, or add to the provisions of this CBA or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this CBA. Any award may not include assessment of expenses against either party other than that agreed to in this CBA.

Section 36-10. The arbitrator shall render his award to the Employer by mailing a copy to the Civilian Personnel Office, AFZB-HR-C, ATTN: Labor Relations Officer, Fort Campbell, Kentucky 42223-5381, and to the Union by mailing a copy to the President, American Federation of Government Employees, Local 2022, P.O. Box 453, Fort Campbell, Kentucky 42223-0453.

Section 36-11. The arbitrator, in addition to serving one copy to each of the parties to the arbitration, will simultaneously serve one copy to each address listed below:

Office of Personnel Management
Chief, Labor Management Relations Division
1900 E. Street, N. W.
Washington, D.C. 20415

Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs)
ATTN: SAMR-CPP-LR
111 Army Pentagon
Washington, DC 20310-0111

Section 36-12. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the FLRA. In the event an arbitrator's award is appealed by either party to the FLRA, the award shall be stayed or delayed until final ruling of the FLRA is received. If an exception is filed, a copy will be furnished to the other party on the same date it is submitted to the FLRA.

ARTICLE 37

INFORMAL RESOLUTION OF UNFAIR LABOR PRACTICES

Section 37-1. Prior to the filing of an Unfair Labor Practice (ULP) complaint with the Federal Labor Relations Authority (FLRA), the

parties shall investigate the alleged ULP so that all facts are known and will attempt to informally resolve the matter.

Section 37-2. ULP complaints filed by the Union against the Employer will be filed with the Labor Relations Officer, and ULP complaints filed by the Employer against the Union will be filed with the Union President.

Section 37-3. This informal procedure does not extend the six month statutory time limit established in 5 U.S.C. 7118(a)(4)(A). Thus, the total resolution time used in this informal procedure shall be normally limited to 30 calendar days. If the parties are unable to dispose informally of the ULP complaint within 30 calendar days of the filed complaint, the charging party may file a ULP complaint with the FLRA with a copy to the other party. ULP complaints are not subject to the arbitration provisions in this CBA.

Section 37-4. A ULP complaint alleging a violation of 5 U.S.C. 7116(b)(7) may be filed immediately with the FLRA and without the necessity of filing an informal complaint as is required by this Article.

ARTICLE 38

PERFORMANCE MANAGEMENT SYSTEM

Section 38-1. Army Regulation 690-400, Chapter 4302, DA Pamphlet 690-400, and local supplements, if any, will outline applicable Performance Management System policies and procedures in place at Fort Campbell for Appropriated Fund Employees.

Section 38-2. Army Regulation 215-3, Chapter 6, will outline the applicable performance management policies and procedures for Nonappropriated Fund Employees at Fort Campbell.

ARTICLE 39

ALTERNATIVE WORK SCHEDULES

Section 39-1. Fort Campbell Regulation 690-1, Chapter 24, Compressed Work Schedule Plan, will govern the alternative work schedule program for Appropriated Fund employees.

Section 39-2. The Installation Morale Welfare Recreation Fund (IMWRF) Standard Operating Procedure (SOP) will govern the alternative work schedule program for Nonappropriated Fund employees.

ARTICLE 40

FIREFIGHTERS

Section 40-1. The Employer agrees to notify the Union and, upon request, to bargain to the extent required by law prior to making changes in personnel policies, practices, and working conditions affecting firefighters.

ARTICLE 41

MISCELLANEOUS

Section 41-1. The Employer will provide the Union President or designated representative access to regulations, to include amendments or changes thereto covering personnel policies, wages, job classification, job evaluation, hours of work, and working conditions of unit employees.

Section 41-2. Upon request and not more than four times during each calendar year, the Employer will furnish the Union President a listing of unit employees. Listings will include each employee's name, grade, job title, and organization element.

Section 41-3. Reasonable efforts will be made to provide and maintain satisfactory working areas, sanitary washroom facilities and break rooms for employees. Employees will cooperate in keeping such areas and facilities neat and tidy.

Section 41-4. Upon request, an employee will furnish his supervisor with the name and telephone number of his next of kin, his telephone number and current address. This information will be released on an official need to know basis.

Section 41-5. Employee's civilian clothing/dress will be determined by considering the following factors in relationship to his duties and responsibilities: good taste, decorum, social usage, comfort and working conditions. Employees are expected to dress modestly, and appropriate, to a professional, businesslike atmosphere. Personal cleanliness will be maintained by all employees. The Employer will negotiate with the Union on the impact and implementation of the establishment or change of dress standards.

Section 41-6. Recording devices will be used only at the mutual consent of both parties.

Section 41-7. The Union agrees to give active support to the Employer in its efforts to eliminate waste, conserve materials and supplies, improve the quality of workmanship, combat tardiness, absenteeism, carelessness, safety hazards and any other practices which restrict production and hamper efficiency, and encourage the submission of improvement ideas and cost reduction ideas. The Employer agrees to review/investigate, at the Employer's discretion, any Union claimed violation of the above brought to the Employer's attention by the Union President or his designee.

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IN WITNESS THEREOF, the parties hereto have entered into this Agreement, this _____.

FOR THE EMPLOYER:

FOR THE UNION:

SAMUEL H. JOHNSON
Member, Negotiating Committee

THOMAS G. SLATON
Member, Negotiating Committee

JUDITH M. HUDSON
Member, Negotiating Committee

ROBERT E. FITZGERALD, JR.
Member, Negotiating Committee

R.W. HAMLETT, JR.
Member, Negotiating Committee

JAMES W. BRYANT
Member, Negotiating Committee

CAROLYN K. SUITER
Member, Negotiating Committee

AGREEMENT APPROVED FOR:

B.R. FITZGERALD
COL, IN
Garrison Commander
Fort Campbell, Kentucky
42223-5000

VIRGIL T. DEAL
COL, MC
U.S. Army Medical Department
Fort Campbell, Kentucky
42223-1498

JULIAN M. DISMUKES, III
COL, DC
U.S. Army Medical Dental Activity
Fort Campbell, Kentucky 42223-5000

This Agreement is approved under the authority delegated by the Department of the Army:

ROBERT T. CLARK
Major General, USA
Commanding General
101st Airborne Division (Air Assault)
Fort Campbell, Kentucky 42223-5000

This agreement has been reviewed and is approved in accordance with the provisions of 5 USC 7114(c) of the Federal Service Labor Management Relations Statutes.

Approved by Department of Defense on

SIGNATURE

DATE