

# LABOR-MANAGEMENT AGREEMENT

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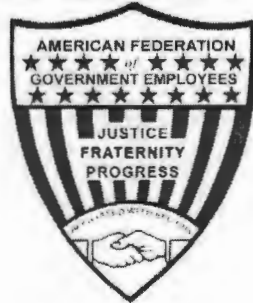
HQ, USAREC



MICC



AFGE LOCAL 2302



NEC



MEDDAC



LRC



DENTAC



PHC



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**ARTICLE 1**  
**RECOGNITION**

**SECTION 1-1.**

- a. The Employer recognizes the Union as the exclusive representative for all employees in the bargaining unit as defined in the original certification or any subsequent determination that is made by the Federal Labor Relations Authority (FLRA). The bargaining units are described as follows:
  1. All General Schedule and Wage Grade non-professional employees of the following Department of Army components located at Fort Knox: Garrison (to include units that currently comprise NEC, LRC and MICC), U.S. Army Armor Center Activities, U.S. Army Medical Department Activities, U.S. Army Dental Activity, Veterinary Activity and HQ, U.S. Army Recruiting Command.
  2. All professional employees of the following Department of Army components located at Fort Knox: Garrison (to include units that currently comprise NEC, LRC and MICC), U.S. Army Armor Center Activities, U.S. Army Medical Department Activities, U.S. Army Dental Activity, Veterinary Activity and HQ, U.S. Army Recruiting Command.
  3. All professional and non-professional employees of the U.S. Army Accessions Command, Fort Knox, KY.
- b. As the exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining units.
- c. The Employer agrees that, in regard to the exclusive bargaining unit, it shall not enter into other agreements, understandings, or contracts with any other union.

**SECTION 1-2.**

The following employees are excluded from the above described units and this agreement does not apply to:

- a. Any management official or supervisor.
- b. A confidential employee.
- c. An employee engaged in personnel work in other than a purely clerical capacity.
- d. Employees with time-limited appointments.
- e. An employee engaged in administering the provisions of 5 USC, Chapter 71.
- f. Any employee engaged in intelligence, counterintelligence, investigative or security work which directly affects national security.
- g. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by the Employer whose duties directly affect the internal security of the Employer, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

## **ARTICLE 2**

### **PROVISIONS OF LAWS AND REGULATIONS**

In the administration of all matters covered by this Agreement, officials of the Employer and employees of the Union's bargaining unit are governed by existing or future Federal laws and Federal regulations of appropriate authorities, including policies set forth in Presidential Orders, by local published policies and regulations in existence at the time the Agreement was approved unless this Agreement specifically changes a part or all of those local policies and regulations; and by published Agency policies and regulations in existence at the time this Agreement was approved. Subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling Agreement at a higher Agency level will be subject to impact and implementation negotiations in accordance with Article 49 and as required by law. Where any Army regulation conflicts with this Agreement and/or any amendment, and no compelling need exists, the Agreement shall govern until impact and implementation negotiations, as required by law, are complete.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

Nothing in this Agreement shall affect the authority of any management official under 5 USC 7106:

- a. To determine the mission, budget, organization, number of employees and internal security practices of the Employer; and
- b. In accordance with applicable laws:
  1. To hire, assign, direct, lay off, and retain employees of the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer operations shall be conducted;
  3. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and
  4. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

## ARTICLE 4

### UNION RIGHTS

**SECTION 4-1.** The rights of the Union shall be as exclusively provided by the provisions of 5 USC, Chapter 71, law, rule, regulation and this Agreement.

**SECTION 4-2.** The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

**SECTION 4-3.** The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if, (a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (b) the employee requests representation.

**SECTION 4-4.** At any time during the duration of the Agreement, the Union shall have the right to present to the Employer, for consideration, its views concerning grievances or any personnel policy, practice or any other matter affecting the general conditions of employment, in accordance with law.

### **SECTION 4-5.**

- a. The Employer will not communicate with bargaining unit employees through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union. Nothing in this Section precludes the Union from the right to bargain over conditions of employment under the Statute.
- b. Participation in surveys will generally be voluntary. However, the Employer can mandate participation. Employees will be assured that their responses will be confidential and their anonymity protected, to the extent possible, unless the Parties agree otherwise.
- c. The results of surveys conducted by either Party regarding conditions of employment will be shared, to the extent possible. If a third party conducts a survey and the results are distributed to the Employer, the results will be shared with the Union.

## ARTICLE 5

### EMPLOYEE RIGHTS

**SECTION 5-1.** Each employee in the bargaining unit shall have the right to join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

**SECTION 5-2.** Each employee in the bargaining unit shall have the right to act for the Union in the capacity of a Union representative, when properly appointed by the Union, or to refrain from any such activity, freely and without fear of penalty, reprisal or threats.

**SECTION 5-3.** An employee is not required to become or remain a member of the Union, or to pay money to the Union, in order to be covered or represented by the Union under this Agreement.

**SECTION 5-4.** This Agreement shall not preclude any employee from exercising his right to use the negotiated grievance procedure or file an appeal otherwise established by law, rule or regulation.

**SECTION 5-5.** Employees will be given reasonable time to meet with their Union representative to discuss matters covered by this Agreement. The employee will obtain approval of his or her immediate supervisor before meeting with a Union representative. The supervisor should approve the request, unless there is a mission requirement that would temporarily delay the meeting. If there is a mission requirement that would temporarily delay the meeting, the parties will arrive at a mutually agreeable time for the meeting requested, in writing.

**SECTION 5-6.** In any action not covered by the negotiated grievance procedure, the employee may be represented by an attorney or any other representative of his or her own choosing.

**SECTION 5-7.** The employee's Official Personnel Folder (OPF) will not be made available to anyone for any purpose without written consent of the employee, except as provided for in the Privacy Act or the Freedom of Information Act.

**SECTION 5-8.** An employee shall not be subject to profane, vulgar or obscene language. An employee may be subject to corrective, disciplinary and/or adverse action if he or she uses profane, vulgar or obscene language in the workplace.

**SECTION 5-9.** An employee shall not be subject to discrimination in regard to their political affiliation, union activity, race, color, religion, national origin, sex, marital status, age, pregnancy or disability in accordance with law, rule, or regulation. An employee shall not be subject to harassment based on race, color, religion, national origin, or sex.

**SECTION 5-10.** No personnel records of any kind will be maintained on an employee which would be in violation of law, rule or regulation. Employees shall be made aware of any documentation placed in the Supervisor's File on Employee and shall be provided a copy, upon request. Employees have a right to see any officially maintained personnel record, upon written request, and as soon as practicable.



**SECTION 5-11.** No employee shall be subjected to sexual harassment in accordance with law, rule or regulation.

**SECTION 5-12.** Subject to the employee's own detriment, he or she may choose to not sign any document or paper unless performing officially assigned duties.

**SECTION 5-13.** An employee, subject to mission requirements, shall have the right to place and complete a call to a Union representative at anytime during the workday.

**SECTION 5-14.** The right of employees, individually or collectively, to petition Congress or a member of Congress, or to furnish information to either house of Congress, or a committee or member thereof, may not be interfered with or denied.

**SECTION 5-15.** Employees are encouraged to raise matters with their supervisor first. However, an employee shall have the option to raise matters with the supervisor or Union, or both, at employee preference.

**SECTION 5-16.** An employee, who reasonably believes that an examination by the Employer in connection with an investigation may result in disciplinary action against the employee, may request representation by the Union.

**SECTION 5-17.** Employees shall be protected against prohibited personnel actions under the Whistleblower Protection Act for the disclosure of information not prohibited by law or Executive Order. The Employer shall annually inform employees of the protections afforded them under the Whistleblower Protection Act.

**SECTION 5-18.** Employees will not be subject to discipline for failure to follow an order that would violate the law and/or cause serious injury or death.

**SECTION 5-19.** Employees shall be afforded proper regard for and protection of their privacy and constitutional rights in accordance with law, rule or regulation.

## **ARTICLE 6**

### **FAIR TREATMENT OF EMPLOYEES**

**SECTION 6-1.** The Employer shall not take or fail to take any action if taking or failing to take such action violates law, rule, regulation or this Agreement, in accordance with 5 USC 2301 and 2302.

**SECTION 6-2.** The Employer will not discriminate for or against an employee on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status or political affiliation.

**SECTION 6-3.** The Employer will not deceive or willfully obstruct an employee with respect to the employee's right to compete for employment.

**SECTION 6-4.** The Employer will not influence any employee to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other employee for employment.

**SECTION 6-5.** The Employer will not grant any preference or advantage not authorized by law, rule, or regulation to any employee for the purpose of improving or injuring the prospects of any particular person for employment.

**SECTION 6-6.** Employees can grieve any claimed violation of this Article.

## **ARTICLE 7**

### **CONDUCT OF UNION AND EMPLOYER REPRESENTATIVES**

**SECTION 7-1.** The Union and the Employer agree to arrive at mutually scheduled meetings on time. In those instances when a party is unable to attend a meeting for which a time was initially agreed upon, the party will either arrange for another representative (with authority to make a commitment) to attend the meeting or the party will request as far in advance as possible the rescheduling of the meeting.

**SECTION 7-2.** The Employer and the Union agree that each of their representatives will conform to the requirements of applicable laws and regulations.

**SECTION 7-3.** Either party may submit complaints about the conduct of Union representatives or Employer representatives, to the other party, in writing or orally. The parties will meet to address the complaint where the situation warrants.

**SECTION 7-4.** Nothing in this Article is meant to infringe on the Union's and the Employer's right to file a grievance and/or unfair labor practice.

## **ARTICLE 8**

### **MUTUAL SUPPORT OF EFFICIENT OPERATIONS**

**SECTION 8-1.** The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government.

**SECTION 8-2.** It is agreed that more efficient use of labor and resources will result in increased productivity. To this end, the Employer and Union agree to make every effort, through practical and mutually beneficial means, to:

- a. reduce waste;
- b. conserve resources;
- c. safeguard employees' health;
- d. correct conditions causing grievances and misunderstandings;
- e. prevent accidents;
- f. discourage unplanned absences; and
- g. encourage on-the-job improvement and suggestions for higher efficiency.

## **ARTICLE 9**

### **HOURS OF WORK**

**SECTION 9-1. General.**

- a. The administrative workweek is the seven (7) calendar day week commencing at 0001 Sunday and ending at 2400 on the following Saturday.
- b. All work scheduled in advance of the administrative workweek becomes part of the regularly scheduled work week and is compensable as such.
- c. Every employee is responsible for maintaining regular attendance and should make every effort to ensure he/she is ready and available for work at each scheduled tour of duty.

**SECTION 9-2. Skills Group.**

- a. A skills group is a designated portion of the workforce that:
  1. Regularly performs the same type of work, at the same skill level, on a daily basis in a specific organizational entity or work location, as determined by the Employer.
  2. Includes employees occupying positions with the same series, grade and position description.
- b. A skills group may be comprised of employees on different shifts or tours of duty, or under different first-line supervisors, as long as all employees are assigned to the same organizational entity or work location, as applicable. The Employer shall determine

skills groups for all bargaining unit employees within 60 calendar days after the last signature on this agreement.

- c. The Employer shall utilize skills groups for the following purposes as a minimum:
  - 1. Overtime assignments in accordance with Section 9-4.
  - 2. Holiday work assignments.
  - 3. Short-term changes in tours of duty.
  - 4. Tour of duty and shift selection.
  - 5. Leave requests.
- d. The Employer may relieve an employee from forced overtime, holiday work assignments, or tour of duty changes if there are compelling circumstances and there is another qualified employee within the same skills group who volunteers to work or accept the tour of duty change.
- e. Temporary Skills Group Changes.
  - 1. When an employee's skills group is temporarily changed (e.g. detail, temporary promotion, shift changes), the following shall apply immediately upon the employee's assignment to the temporary skills group:
    - A. The employee shall be assigned an overtime balance equal to that of the employee with the highest overtime balance for voluntary overtime.
    - B. The employee shall be designated as next for forced overtime and forced short-term tour of duty changes regardless of seniority.
  - 2. Hours of voluntary overtime worked or refused in a temporary skills group shall be added to the employee's overtime balance in the permanent skills group upon return of the employee.
- f. Permanent Skills Group Changes.
  - 1. When an employee's skills group is permanently changed, the following shall apply immediately upon the employee's assignment to the new skills group:
    - A. The employee shall be assigned an overtime balance equal to that of the employee with the highest overtime balance for voluntary overtime.
    - B. The employee's seniority shall be used for all applicable actions within the new skills group.

- C. The employee shall be required to select a new work schedule within the first pay period after assignment to the new skills group, if the new skills group utilizes different work schedules, unless mission requirements require the Employer to assign a work schedule.

**SECTION 9-3. Employee Work Schedules (Tours of Duty and Shifts).**

a. Work Schedules.

1. Specific tour of duty options for bargaining unit employees, including Alternate Work Schedules (AWS), are generally covered in separate alternate work schedule agreements between the Employer and Union. These agreements remain in effect except as modified or superseded by this agreement. Additionally, work schedules currently in place for bargaining unit employees at the time of this agreement shall remain in effect until the Employer negotiates subsequent work schedule changes with the Union prior to implementation.
2. The Employer shall notify, in writing, the Union of all cases where the Employer intends to establish a permanent work schedule not providing bargaining unit employees two consecutive days off. The previous work schedule will remain in effect until the Employer negotiates the work schedule change in accordance with the law and this agreement.
3. Employees from the same skills group may voluntarily trade tours of duty or shifts on a long-term or short-term basis, subject to approval by the Employer. Such trades shall be documented in writing and include the signatures of the affected employees and the Employer's authorized representative. Management may accommodate an employee who requests, in writing, the need to change his or her shift or tour of duty. This request should explain the reason for and the duration of the change.
4. Straight Shift Work Schedule.
  - A. Employees may request to work a straight shift work schedule, subject to approval by the Employer. A straight shift work schedule will not include an unpaid lunch period. The employee may be allowed a period not to exceed 20 minutes to eat at the work site if work permits. Employees working a straight shift are not authorized a 15-minute break in the first or second half of the work schedule. The Employer may change a straight shift work schedule, without notice, to meet compelling mission requirements.
  - B. The Employer shall negotiate with the Union prior to eliminating the straight shift work schedule as an option for bargaining unit employees.

5. Any employees who are required to give end-of-shift, status, or other reports that extend beyond their normal work schedule will be compensated for the additional minutes worked, in 15-minute blocks, in accordance with overtime directives of this Agreement.
  6. The Employer may allow an employee to work an eight (8) hour shift when an AWS would cause an undue hardship. The employee shall request in writing to his/her supervisor stating the reasons for the request. The supervisor shall make a determination within ten days and inform the employee of his/her decision.
- b. Lunch Periods.
1. The Employer shall include the specific unpaid lunch period in the work schedule for employees who do not work a straight shift.
  2. When work requirements do not allow an employee (who has an unpaid lunch period) a duty-free lunch period, the employee shall be given another time during the same day for their lunch period. If another time for the lunch period cannot be afforded to the employee on the same day, the employee shall be compensated appropriately either by overtime or compensatory time in accordance with applicable laws and regulations.
  3. Deviations from regularly scheduled unpaid lunch periods may be made with supervisory approval.
- c. Shift Selection.
1. When multiple shifts are utilized within an organization, the Employer shall allow employees to select their desired shift by seniority within the applicable skills group, with the most senior employee selecting first. The Employer shall generally establish shifts for six-month periods to be implemented the first full pay period in April and October. The Employer shall conduct employee shift selection procedures during the first full pay period in March and September.
  2. The Employer reserves the right to request variations from normal shift selection duration to meet mission requirements. These requests shall be negotiated with the Union on a case-by-case basis prior to implementation, unless a valid emergency situation exists and immediate action is required. In such emergency situations, the Employer shall notify the Union of the requirement to vary from normal shift selection duration within 24 hours of the Agency becoming aware of the need to vary from normal shift selection duration.
  3. The Employer, upon written request from the Union President to the Agency's designated official, will approve an exception to the shift selection procedure for a Union officer the Union President establishes is necessary to complete representational duties. That Union Officer will be allowed to make the first selection for shift assignment. This

privilege may only be extended to two Union officers, not from the same organizational unit, at a time and may be executed only at normal shift selection times.

Subject to Employer approval, the Union may request, in writing to the Agency's designated official, a short-term tour of duty change for a Union steward that is necessary to complete representational duties.

d. **Short-Term Tour of Duty and Shift Changes.**

1. The Employer is authorized to make short-term tour of duty and shift changes of up to 60 work days within a skills group to meet mission requirements. The Employer shall solicit volunteers from within the skills group to accept the tour of duty or shift change. If not enough qualified employees volunteer, reverse seniority shall be used to force the junior employee(s) to accept the tour of duty or shift change. If there are multiple shifts or tours of duty within the skills group, the Employer may designate the shift or tour of duty from which volunteers are solicited or the forced employee(s) taken, based on mission requirements.
2. The Employer has the right to change the shift or tour of duty of employees when the agency determines that otherwise it would be seriously handicapped in carrying out its functions or that costs would be substantially increased in accordance with 5 USC Section 6101(a)(3) and 5 CFR 610.121(a). The Employer and Union will negotiate and agree to short-term tour of duty and shift changes that will exceed 60 work days prior to implementing the change unless a valid emergency situation exists and immediate action is required. In such emergency situations, the Employer shall notify the Union of the requirement to make short-term tour of duty and shift change within 24 hours of the Agency becoming aware of the need to make a short-term tour of duty or shift change. In cases where the Employer initiated a tour of duty or shift change of 60 work days or less that must be extended beyond 60 work days, the Employer is authorized to extend the tour of duty or shift change for a 30 work day period provided negotiations were initiated with the Union within the first 60 work days of the tour of duty or shift change. Notice to the Union shall be in accordance with the provisions of Section 49-2 of this Agreement.

**SECTION 9-4. Overtime.**

- a. Overtime scheduled in advance of the administrative workweek becomes part of the employee's regularly scheduled workweek and is compensable as such. Employees may elect overtime pay or compensatory time for overtime worked, in accordance with law and regulation. When management makes overtime available, a supervisor shall allow an eligible employee to work overtime even if the employee is using authorized annual leave and/or sick leave of less than a full workday.

- b. Overtime will be offered to qualified employees within the same skills group who work the same tour of duty (overtime group). The Employer will notify the Union, in writing, of the official who is maintaining the overtime roster. Scheduled and unscheduled overtime shall be offered in a fair and equitable manner in accordance with the following procedures:
1. The Employer shall query each employee in the overtime group to determine which employees want to be considered for voluntary overtime. The Employer shall document each employee's response in writing and have each employee annotate the document (initials or signature) to verify its accuracy. The Employer shall query employees every three months using the above procedures. Employees will not be allowed to change their decision regarding consideration for voluntary overtime at any time other than when queried by the Employer in accordance with the above procedures.
  2. The Employer shall establish a roster, by seniority (senior to junior), for each overtime group listing the employees who desire consideration for voluntary overtime. The applicable Fort Knox form in effect shall be used to document the overtime roster. This roster shall be used to maintain a record of each employee's total overtime balance, which includes overtime offered, refused, and worked. For purposes of offering voluntary overtime, the overtime balance shall be cumulative from 1 January through 31 December each year, with the balance on 1 January being zero for all employees on the roster. Employees who initially elect not to be considered for voluntary overtime and subsequently change their decision at the next query will be assigned an overtime balance equal to that of the employee with the highest balance upon being added to the roster.
  3. The Employer shall offer voluntary overtime by total overtime balance, with the first offer(s) made to the employee(s) in the overtime group with the lowest balance, and then by seniority. An offer shall be considered made when the Employer's authorized representative communicates directly with the employee and provides the date, timeframe, type and location of the required overtime work. Known changes to the overtime requirement prior to the date to be worked shall be communicated to the employee in the same manner. The Employer shall not offer overtime to an employee for a date and time that falls within a period for which the employee has previously obtained approval for leave of one workday or more, in writing, unless the employee has specifically notified the Employer, in writing, of his or her desire to be considered for overtime during the leave period.
- c. The number of voluntary overtime hours actually worked by an employee shall be added to the employee's overtime balance. For an employee who is offered overtime and refuses, the number of hours refused shall be added to the employee's overtime balance.



- d. If not enough employees from the voluntary overtime roster accept an offer for voluntary overtime, the Employer shall force the junior employee(s) in the overtime group to work the overtime. The Employer shall establish a roster by reverse seniority (junior to senior) to execute and maintain a record of forced overtime. This roster shall include all employees in the overtime group. Overtime shall be forced by reverse seniority, with the least senior employee in the overtime group forced first. Subsequent forced overtime requirements shall also be executed in reverse seniority order, beginning with the most junior employee not previously forced to work overtime. After all employees in the overtime group have been forced to work overtime one time, the above process will commence again beginning with the least senior employee in the overtime group. The Employer may solicit qualified volunteers from other overtime groups in lieu of forcing overtime. For purposes of forced overtime, the overtime balance shall be cumulative from 1 January through 31 December each year, with the balance on 1 January being zero for all employees on the roster.
- e. An employee assigned to a specific job which for unforeseeable reasons extends to overtime shall be forced to continue the work unless the employee requests release based on compelling circumstances. In that instance, the supervisor may release the employee from forced overtime and follow the normal procedures for offering overtime. Overtime hours worked under such circumstances shall be added to the applicable employee's voluntary overtime balance. This section shall not be used to avoid making overtime offers in accordance with Section 9-4. This section normally applies to WG employees.
- f. If overtime is required to complete a special project or work normally assigned to an employee, the Employer will assign the overtime to the person assigned to the special project or work unless the employee requests release based on compelling circumstances. In that instance, the Employer has the discretion to assign the overtime to the most qualified employee. This section normally applies to GS employees.
- g. All employees shall receive at least two hours overtime pay if called in to work on an overtime basis outside of and unconnected to the regularly scheduled tour of duty.
- h. The following employees may be passed over for voluntary overtime, at the discretion of the supervisor:
  - 1. Employees who have been placed on a leave restriction letter during the past three months (counting backwards from the date the overtime is to be worked). However, the extent of any improvement in attendance record should be considered when making this determination; or
  - 2. Employees who have been counseled in writing during the past three months (counting backwards from the date the overtime is to be worked) concerning a failure to meet performance standards. However, the extent of any improvement in performance should be considered when making this determination.

**SECTION 9-5. Holidays and Holiday Work.**

- a. Eligible employees shall be entitled to all Federal holidays prescribed by law or executive order. The term holiday, as used in this section, shall mean the day credited as a holiday or in lieu of holiday for employee pay purposes, based on work schedule.
- b. The Employer shall compensate employees for holiday hours worked in accordance with applicable laws and regulations.
- c. When work on Federal holidays is required by an employee entitled to the holiday (excluding 24 hour and/or 7 day a week operations), the Employer shall offer the work to an employee in the applicable overtime group. Holiday work shall be offered in a fair and equitable manner to employees within the overtime group in accordance with the procedures for overtime in Section 9-4. There will be separate holiday rosters (voluntary and forced).

**SECTION 9-6. Rest Periods (Breaks) and Personal Clean-Up Time.**

- a. This section does not apply to employees who work a straight shift work schedule.
- b. Rest periods (breaks) can increase production and efficiency, and, in the absence of a compelling need otherwise, the Employer shall grant employees a rest period not to exceed 15 minutes during the first half and second half of the employee's workday. These breaks may be taken incrementally with supervisory approval. For 24-hour shift employees, rest periods not to exceed 15 minutes shall be granted during each four hours of assigned work or training. Subject to mission requirements and section (c) below, these rest periods may be taken at any time in each half of the workday or every four hours of assigned work or training for 24-hour shift employees. Employees do not receive additional breaks for tobacco use or any other reason.
- c. Employees shall not take authorized rest periods (breaks) in conjunction with their designated lunch period, immediately following the beginning of their work schedule, or immediately prior to the end of their work schedule.
- d. When the Employer intends to utilize scheduled breaks or change scheduled breaks, the Employer will notify the Union.
- e. Employees performing work that requires clothes changing or personal clean-up, as determined by the Employer, during the work day shall receive at least 10 minutes per workday for such personal requirements in accordance with law, rule and regulation.

**SECTION 9-7. Tardiness.** An employee must arrive for work on time. If the employee is late, the Employer may charge the employee absent without leave or, for acceptable reasons, approve appropriate leave in 15 minute increments.

## **ARTICLE 10**

### **OFFICIAL TIME**

#### **SECTION 10-1.**

- a. The Employer shall recognize duly elected Union officers, appointed Union representatives, elected or appointed stewards and chief stewards.
- b. The Union shall notify the Employer, with a copy furnished to the Agency's designated official, of any newly appointed union representatives. Numbers and types of representatives are at the Union's discretion.

#### **SECTION 10-2.**

- a. Official time is used to perform representational duties on behalf of bargaining unit employees. Such functions include but are not limited to the following:
  1. Presentation and processing of grievances.
  2. Attendance at management-initiated meetings.
  3. To attend Agency meetings that advise the Union of changes in working conditions.
  4. To review changes to working conditions.
  5. To review regulations.
  6. Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees.
  7. To consult with supervisors and management officials on matters of mutual concern.
  8. To attend periodic meetings for the purpose of management presentations on matters of mutual concern.
  9. Participation in proceedings before the Federal Labor Relations Authority (FLRA), in accordance with the FLRA's rules and regulations, and/or other third party proceedings.
  10. To negotiate "face-to-face" or to prepare, transmit, consider, and communicate on articles and issues through the use of mail and telephone.
  11. Participation on committees or panels as authorized by this Agreement.

12. To prepare requests or recommendations in connection with consultations or meetings with managers and supervisors on issues not involving grievances.
  13. To conduct new employee orientation.
  14. To complete surveys.
  15. To prepare documentation that supports the Labor and Management report, as required by the Department of Labor.
- b. Official time shall not be used for the following activities:
1. Matters pertaining to internal management of the Union.
  2. Membership meetings.
  3. Soliciting memberships.
  4. Collecting of dues or assessments.
  5. Campaigning for Union office.
  6. Distributing or posting of Union literature and notices concerning internal management of the Union.
- c. Official time will only be granted to officers and stewards of the Union. These blocks of official time will be computed starting with the first pay period of each calendar year. The parties agree to the following official time:
1. President – 80 hours per pay period.
  2. Executive Vice-President – 40 hours per pay period.
- d. The Employer agrees to grant the local President a block of 3500 hours, per calendar year, to distribute for use for representational duties and training by local representatives, excluding those in paragraph 10-2(c), as he or she deems appropriate. Local representatives, excluding those in paragraph 10-2(c), are limited to twenty-four (24) hours of official time per pay period for purposes described in paragraph 10-2(a)(1). If a local representative needs to use more than twenty-four (24) hours of official time in a particular pay period, he or she can submit a request for additional hours, in writing with sufficient justification, to the Agency's designated official for approval/disapproval. Should the Union exhaust this block of hours prior to the end of the calendar year, the Union President may submit a request for additional hours, in writing, to the Agency's designated official for approval/disapproval.
- e. The Union will submit notification of requests for official time for training, in writing, to the Agency's designated official at least thirty (30) days in advance of the requested training,

where possible. The union representative will still remain responsible for submitting a request for official time to his or her supervisor.

- f. Official time hours required for exceptional circumstances (e.g., Commercial Activities Studies, RIFs, or negotiations of the LMA) are not included in the total hours described above and may be requested, in writing, from the Agency's designated official.
- g. The Union President will provide copies of the Fort Knox Form 4378-E to the Agency's designated official upon request, but not more than once a month.
- h. The Agency's designated official will provide copies of the official time usage records to the Union President upon request, but not more than once a month.

### **SECTION 10-3.**

- a. Those personnel authorized the use of official time will be permitted to leave their assigned duties to conduct representational activities. The following provisions will be followed in the use and accounting for official time used:

The individual having a need to perform representational duties at a specific time shall inform his supervisor as far in advance as possible of this need by submitting the form at Appendix A or Fort Knox Form 4378-E.

If there is a compelling mission requirement to the contrary, the supervisor will so advise, in writing, and provide the individual with a specific date and time he or she can be released on the form at Appendix A or FK Form 4378-E.

- b. When the Union representative leaves the work site to perform representational duties, he or she will notify the supervisor of departure time, destination and anticipated return time. The Union representative will notify his or her supervisor upon his or her return and type of official time used.
- c. Discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both may contact their supervisors telephonically to notify them of the need to extend the anticipated return time.

### **SECTION 10-4.**

- a. Any employee who is elected or appointed to a national union office may, upon request of the employee and subject to mission requirements, be granted a leave of absence without pay for the tenure of that office or appointment, not to exceed three (3) years.
- b. Any employee who is elected or appointed by the Union to attend a district or national convention shall, at the employee's option and subject to mission requirements, be granted

leave of absence without pay or annual leave for the duration of the convention, not to exceed eighty (80) hours annually.

- c. Any employee wishing to attend a Union function shall be granted, subject to mission requirements, leave without pay (LWOP) or annual leave for the duration of the function.
- d. Any representative may request a leave of absence without pay or annual leave to represent all employees defined under 5 USC 7103.

**SECTION 10-5.** The following provisions will be followed by Union officers, representatives, chief stewards and stewards when it is necessary to go into a work area other than the location of their assigned duty station.

- a. Unless the urgency of the business precludes doing so, the supervisor of the work area to be visited will be notified in advance of the need to visit and the individual who must be contacted. If there is a compelling mission requirement to the contrary, the supervisor will so advise and establish a specific date and hour that would be mutually acceptable. Otherwise, the supervisor will confirm the proposed date and time and ensure the personnel to whom the applicable Union representative wished to visit are available.
- b. Should the urgency of the business preclude advance notification, the Union representative, upon arrival at site, will immediately advise the supervisor of his presence and purpose. If there is a compelling mission requirement to the contrary that would preclude the Union representative from immediately accomplishing his purpose, the supervisor will the Union representative and work with him or her to establish a mutually acceptable date and time.

**SECTION 10-6.** When a union representative is required to travel off the installation for official government business, the Agency will provide the appropriate TDY documentation and incur all costs for the TDY in accordance with law, rule and regulation.

## ARTICLE 11

### **UNION-MANAGEMENT MEETINGS**

**SECTION 11-1.** The parties agree that Union-Management meetings can be an effective tool in furthering positive labor-management relations. With this objective, meetings will be scheduled as needed between Union officials and the Commander, or his designee, at a mutually agreeable time and date. When such a meeting is requested, the party requesting the meeting will inform the other party of the subject(s) of the meeting.

**SECTION 11-2.** Monthly meetings will be held between the Union and appropriate representatives of the Fort Knox Civilian Personnel Advisory Center on the first Tuesday of each month, or other

mutually agreed upon date. This will not preclude the parties from meeting at other times when deemed necessary by either party.

## ARTICLE 12

### UNION OFFICIALS' VISIT TO FORT KNOX

**SECTION 12-1.** All duly appointed and elected representatives and employees of the Union at the local, state, district and national level shall be allowed entrance onto Fort Knox for the purpose of conducting appropriate labor-management business. The AFGE Local 2302 President may request a tour for the visiting officials. Such tours will be within the guidelines of security regulations and arranged on a noninterference to mission basis. Requests for tours should be submitted to the Fort Knox Civilian Personnel Advisory Center (CPAC) at least thirty (30) days in advance of the requested tour date.

**SECTION 12-2.** An itinerary of the proposed visit shall be coordinated with the Employer.

**SECTION 12-3.** Support of this visit shall be accomplished in accordance with applicable laws, rules and regulations.

**SECTION 12-4.** A mutually agreeable time shall be established if a labor-management meeting is requested by either party.

## ARTICLE 13

### FIRE AND EMERGENCY SERVICES DIVISION

**SECTION 13-1.** This article applies only to bargaining unit employees of the Fire and Emergency Services Division (FESD).

**SECTION 13-2.** FESD employees shall adhere to all requirements of applicable fire and safety laws, regulations, policies, and operating procedures in effect at the time of this agreement, unless circumstances change. In that instance, the Employer shall develop, update, publish and provide Standard Operating Procedures (SOPs) and policies to employees that define specific employee responsibilities, requirements, and restrictions.

**SECTION 13-3. Uniforms.**

- a. All FESD employees (less administrative personnel) are required to wear a uniform during duty hours which will provide ready identification as a Fort Knox FESD employee. The uniform shall comply with requirements of the FESD Standard Operating Procedures (SOP) in effect.

- b. The Employer shall provide the applicable clothing allowance to all FESD employees required to wear a uniform.
- c. The Employer shall provide FESD employees with the required badges, collar emblems, name plates, and shoulder patches for uniforms.

**SECTION 13-4. Protective Clothing/Personal Protection Equipment.**

The Employer shall provide required protective clothing and personal protection equipment for FESD employees that conform to current required National Fire Protection Association (NFPA) standards and OSHA standards. When changes to the required NFPA standards and/or OSHA standards occur, the Employer shall order additional or replacement protective clothing within 45 calendar days of becoming aware of such changes, subject to funding availability. FESD employees will wear the protective clothing as required by the Employer in accordance with applicable laws, regulations, and other directives. FESD employees will perform user maintenance on protective clothing, though not at personal expense.

**SECTION 13-5. Firefighter Work Schedules.**

- a. This section applies to all bargaining unit firefighters except those assigned to Fire Prevention duties.
- b. Firefighters will be assigned to specific work groups and accompanying tours of duty for a period of one year which will become effective the first full pay period in January of each year. Firefighter work groups shall be designed to allow assignment at a single fire station for one year, with the exception of the designated "float" work group whose tour of duty may include work at any of the fire stations. The Employer will post the available shifts by skills group by the end of the first full pay period in October. The assignment of work group and accompanying tour of duty will be made by seniority within a skills group, with the most senior employee selecting first. The Employer will insure that the selection process is completed no later than the last full pay period of November. If the employee refuses to make a selection within the time period afforded by the Employer, the employee will be moved to the bottom of the seniority listing. The Employer reserves the right to change work group assignments and tours of duty as needed to meet critical mission requirements. The Employer shall solicit volunteers for such changes by seniority within a skills group, and shall force the junior employee(s) within the skills group to change work groups if enough volunteers are not obtained.
- c. The firefighters' 24-hour per day tour of duty shall commence at 0730 and end at 0730 on the following day. The 24-hour tour of duty shall normally consist of eight hours of assigned work and training, an authorized lunch period, and the remaining hours designated as standby time. Firefighters will remain in the immediate vicinity of the fire station during standby time and be readily available to respond to emergency calls. The



Employer may direct temporary variances from the normal work schedule as necessary to meet mission requirements. Tour of duty trades of one hour or more will be permitted within a single pay period for employees possessing the same skill level qualifications, subject to approval by the Employer.

- d. Employees will respond to all applicable emergency calls regardless of the amount of assigned work and training already completed during the tour of duty.
- e. An employee who has worked 72 consecutive hours will not normally be forced to work overtime unless a valid emergency exists, as determined by the Employer.

**SECTION 13-6.** The Employer shall provide the following for FESD employees except those assigned to Fire Prevention duties, subject to applicable laws, regulations or limitations:

- a. Suitable sleeping accommodations for each employee, including a bed with mattress and box springs (or spring system built into bed frame), two pillows, and bed linens with one blanket. The Employer shall provide a work environment with designated quiet hours or other means to allow employees an adequate and uninterrupted sleeping period, subject to emergency situations;
- b. One full-size locker for each employee;
- c. One flat-screen color television (no smaller than 32" diagonal screen) with connectivity to the installation-authorized basic cable television subscription;
- d. Access to exercise equipment, necessary to meet physical fitness requirements, when duties include physical conditioning requirements or standards, as determined by the Employer. On-duty employees may use emergency response vehicles, when necessary, to participate in the exercise/fitness program;
- e. Telephone service with off-post access. Use of government telephones by employees will conform to all laws, regulations, or other directives in effect and applicable to federal government employees;
- f. Meal preparation capabilities to include, at a minimum, a microwave oven, stove and refrigerator;
- g. Facility entry and exit access in accordance with applicable fire and safety codes; and
- h. Access to shower facilities in the firehouse.

**SECTION 13-7. Notification and Medical Documentation for Sick Leave.**

- a. This section applies to FESD employees with a work schedule requiring 48 consecutive hours of duty with either 72 hours or 48 hours off between scheduled work days.

- b. Employees may be required to provide administratively acceptable medical documentation for sick leave absences of more than 48 consecutive hours or for a lesser period of time when management determines it necessary. When medical documentation is required and it was not furnished in advance, the employee will provide the medical documentation required by this section to the supervisor as soon as possible, but not later than 15 calendar days after requested by the supervisor unless the employee has been granted an extension of up to an additional 15 calendar days. If the employee has been granted an extension but fails to provide the medical documentation after 30 calendar days, he/she is not entitled to sick leave.
- c. Employees shall request sick leave in accordance with Article 35 of this agreement, except as indicated below:
  - 1. Employees shall notify the Employer of the duration of sick leave in advance, when possible, to allow for sufficient coverage to meet mission requirements.
  - 2. Employees who are absent on sick leave the entire first 24-hours of a consecutive 48-hour tour of duty, and did not notify the Employer of sick leave required beyond that 24-hour period, shall contact the supervisor and request subsequent sick leave prior to the beginning of their second scheduled 24-hour shift.

**SECTION 13-8. Annual Leave.**

A leave roster will be posted by seniority the first full pay period after the completion of shift selection. Employees shall schedule annual leave by seniority within the Fire Department. There shall be three rounds of selection for annual leave. The first selection round shall be for no more than six shifts in a row. The second selection shall be for no more than six shifts throughout the leave year. The third round selection shall be for the remainder of leave accrued in a leave year, not already scheduled. After these three selection rounds, an employee may request to schedule annual leave via email on a first-come, first-served basis. All leave must be recorded on an OPM Form 71.

**SECTION 13-9. Miscellaneous.**

- a. When unscheduled absences occur, the Senior Fire Officer shall attempt to fill a vacancy through volunteer overtime, first. If there are no volunteers, overtime shall be forced by reverse seniority, with the least senior employee in the overtime group forced first. Subsequent forced overtime requirements shall also be executed in reverse seniority order, beginning with the most junior employee not previously forced to work overtime.
- b. The 911 Center and Law Enforcement Dispatch Section shall use an 8-week shift rotation provided for in a separate agreement.

## ARTICLE 14

### USE OF OFFICIAL FACILITIES

**SECTION 14-1.** A reasonable amount of space (not less than 25%) will be made available to the Union on all bulletin boards which the Employer uses to post information that relates to working conditions. The Union shall be allowed to provide the Employer information to be posted on electronic bulletin boards. The Union agrees that material posted will not violate any laws, applicable regulations, provisions of this Agreement, or the security of the Employer, or contain libelous material. The Union will be fully and solely responsible for the material being posted.

**SECTION 14-2.** Mutually acceptable administrative space (to include access to a conference room), office furniture, equipment (including government computers with current hardware and software, e-mail, intranet and internet) and Class A telephones for a union office shall be provided in an area mutually acceptable to both parties. Access to the union office shall be allowed during non-duty hours.

**SECTION 14-3.** Union representatives shall be allowed the use of the official telephone system for making local calls while carrying out official representational duties. When a representative does not have direct access to a telephone, access will be made available by the Employer when such access does not unduly interfere with mission accomplishment. Should a Union representative have a need for service beyond that available through the official system, the Union may, at its expense, obtain such service from the common carrier and locate it at a point mutually acceptable to both parties.

**SECTION 14-4.** The Union may use the post distribution system, the electronic mail system and other communication systems as agreed upon, which are not prohibited by law, rule or regulation.

**SECTION 14-5.** The Employer agrees to provide reasonable access to a break area and restroom facilities for use by employees in the Union office.

## ARTICLE 15

### GRIEVANCE PROCEDURES

**SECTION 15-1.**

- a. The purpose of this Article is to provide a mutually acceptable procedure for prompt and equitable settlement of grievances.
- b. Nothing in this Agreement shall be construed as precluding discussion between a bargaining unit employee and/or their designated Union representative and the supervisor about a matter of concern.

- c. Once a matter has been made the subject of a formal grievance under this procedure, nothing in this Agreement shall preclude the Union and the Agency from attempting to informally resolve the grievance.
- d. The filing of a grievance by an employee will not reflect unfavorably on the employee or the supervisor.
- e. All meetings and communication in regard to a grievance or any attempt at resolution shall be made through the Union office when the employee is represented.

**SECTION 15-2.** An aggrieved employee shall be granted a reasonable amount of time without charge to leave or loss of pay, subject to the procedures below, to process his or her grievance, to include time to secure advice on his or her rights and privileges, obtain information or assistance, prepare documents and present the grievance. The following procedures shall be used in obtaining this time:

- a. The employee will obtain approval of his or her immediate supervisor before meeting with a Union representative. The supervisor should approve the request, unless there is a mission requirement that would temporarily delay the meeting.
- b. If there is a mission requirement that would temporarily delay the meeting, the parties will arrive at a mutually agreeable time for the meeting requested, in writing.

**SECTION 15-3.**

- a. A grievance means any complaint:
  - 1. By any employee concerning any matter relating to the employment of the employee;
  - 2. By the Union concerning any matter relating to the employment of any employee; or
  - 3. By any employee, the Union, or the Employer concerning:
    - A. The effect, interpretation, or a claim of breach of this Agreement; or
    - B. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- b. The procedure contained herein shall be the sole procedure available for resolution of grievances of employees in the bargaining unit and the parties hereto, except as provided in Sections 4, 5 and 6 of this Article.
- c. The parties to this Agreement and all employees within the bargaining unit shall be entitled to use the procedures contained herein. The procedure will not be available to any employee outside the bargaining unit.

**SECTION 15-4.** Excluded from the grievance procedure are matters involving:

- a. Employee furloughs through reduction-in-force or adverse action procedures and employee separations or demotions through reduction-in-force procedures (see Article 27);
- b. Determinations of an employee's qualifications for a position;
- c. Alleged violation of an employee's rights contained in the Veteran's Employment Opportunities Act of 1998 and the Uniformed Services Employment and Reemployment Rights Act of 1994;
- d. Any claimed violation of Subchapter III of Chapter 73 of Title 5 USC (relating to prohibited personnel practices);
- e. Retirement, life insurance or health insurance;
- f. A suspension or removal under Section 7532 of Title 5 USC (related to national security);
- g. Any examination, certification or appointment;
- h. The classification of any position which does not result in the reduction in grade or pay of an employee;
- i. Nonselection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process;
- j. Termination of temporary promotion;
- k. Termination while serving under a time-limited appointment;
- l. Non-adoption of a suggestion;
- m. Proposed disciplinary or adverse action;
- n. Non-receipt of an award, excluding performance awards;
- o. The reassignment or demotion of an employee to a nonsupervisory position during the probationary period served by new supervisors; and
- p. Separation actions taken on an employee serving a trial or probationary period.

**SECTION 15-5.** An employee alleging discrimination or affected by an action appealable to the Merit Systems Protection Board (MSPB) has the right to raise the matter under the statutory procedure (MSPB or EEO) or the negotiated grievance procedure of this Agreement, but not both. For the purposes of this Section and pursuant to Section 7121(d) and (e)(1) of 5 USC, an employee shall be deemed to have exercised his or her option under this Section at such time as the employee

timely files a notice of appeal under the applicable appellate procedures or timely files a formal grievance, in writing, in accordance with the provisions of this Article. Whichever occurs first shall be deemed the employee's election to proceed in that forum.

**SECTION 15-6.** When the employee elects to raise a discrimination matter under the negotiated grievance procedure, the grievance shall specify the specific nature of the discrimination (e.g., race, sex, religion) and the facts upon which the allegation is based. This information must be raised no later than the conclusion of the Step 2 meeting.

**SECTION 15-7.** The parties agree that allegations of nongrievability and nonarbitrability shall be raised by the time a Step 2 decision is rendered. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability and arbitrability shall be referred to arbitration as a threshold issue in the related grievance. If the arbitrator decides the issue is grievable/arbitrable, the merits of the issue will then be decided by the arbitrator. Conversely, if the arbitrator decides the issue is not grievable/arbitrable, the case will be considered closed and the arbitrator will not go into the merits.

**SECTION 15-8.** Time limits specified in this Article may be extended only by mutual consent of the parties. Failure of the party against whom the grievance is filed to observe time limits at any step of the grievance will entitle the grievant to advance to the next step. Failure of a grievant to observe time limits at any step of the grievance may constitute abandonment of the grievance and the case may be closed.

**SECTION 15-9.** Employees may present their grievances without Union representation, if they so choose. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within five (5) days of the filing date and a copy of each grievance decision will be timely provided to the Union. A Union representative shall be given the opportunity to be present at all grievance discussions and meetings between the employee and the Employer. If employees elect self-representation during the procedures, the grievance shall proceed in accordance with the provisions of this Article, except that the employees are not entitled to Union representation at any of the steps. For the purpose of this Section only, any settlement in violation of the terms of this Agreement may be arbitrated in accordance with Article 16.

**SECTION 15-10.**

- a. **STEP 1 (FORMAL).** The grievant and the Union representative will, within 10 workdays of the employee becoming aware of a grievance or the latest occurrence of a continuing grievance, notify the immediate supervisor, in writing in accordance with 15-10(e), with a copy to the Agency's designated official, that this step is being invoked and the issue being grieved. When the grievance occurs during TDY of the grievant, the grievant shall file the grievance within 10 workdays of returning to work. The immediate supervisor shall schedule a meeting to be held within 5 workdays of the grievance notice. The supervisor

may attempt to resolve the grievance during this 5 workday period (the Union will be notified to attend any discussions with employee). The meeting will include the applicable Division Chief/Squadron Commander, first-line supervisor, employee and Union representative. The Union and/or Employee (if the employee is self-represented) may, at their sole discretion, agree to allow the presence of a legal or CPAC Advisor on behalf of management if they believe that the presence of such party will promote mutually amicable resolution of the complaint. The supervisor shall give a written decision to the grievant(s) and the union representative within five (5) workdays after the date of the meeting. A copy of this decision will be furnished to the Union when it is not the representative of the employee(s).

- b. **STEP 2 (FORMAL).** If the grievance is not resolved at Step 1, the grievant(s) and the union representative will, within ten (10) workdays of the Step 1 decision, submit the matter, in writing, to the appropriate Directorate head or MEDDAC/DENTAC Deputy Commander, or equivalent in the chain of command of the official responding at Step 1. A meeting will be held between the Directorate, the grievant(s) and the union representative within 5 workdays after receipt of the grievance. The Union and/or Employee (if the employee is self-represented) may, at their sole discretion, agree to allow the presence of a legal or CPAC Advisor on behalf of management if they believe that the presence of such party will promote mutually amicable resolution of the complaint. The Union, if not the representative, will be notified of the date, time and place of any meeting and shall be allowed to attend same. The Directorate shall give the grievant(s) and the union representative a written decision within ten (10) workdays after the meeting.
- c. **STEP 3 (FORMAL).** If the grievance is not resolved at Step 2, the Union President or employee who elects self-representation may forward the grievance, in writing, within ten (10) workdays from the receipt of such decision, to the Activity Commander or designee at a higher organizational level than the deciding official at the previous step. The Activity Commander or designee will review the grievance and, if he or she desires, arrange for a meeting with the principals involved within five (5) workdays after receipt of the grievance. The Union and/or Employee (if the employee is self-represented) may, at their sole discretion, agree to allow the presence of a legal or CPAC Advisor on behalf of management if they believe that the presence of such party will promote mutually amicable resolution of the complaint. The Union, if not the representative, will be notified of the date, time and place of any meeting and shall be allowed to attend same. The Final Administrative Reviewer shall give the grievant(s) a written decision within fifteen (15) workdays after the meeting, if held, or within fifteen (15) workdays after receipt of the grievance. A copy of the decision will be furnished to the Union.
- d. A grievance not satisfactorily resolved at the final step of this procedure may be referred to arbitration in accordance with the procedures specified in Article 16, Arbitration of this Agreement.

- e. Written grievances must be signed by the grievant(s) or their representative and must include the following information:
  - 1. The aggrieved employee(s)'s name, position title, grade and organization;
  - 2. A description of the basis for the grievance including, where appropriate, facts such as times, dates, names and similar pertinent data;
  - 3. A brief statement of the step(s) taken to informally resolve the grievance, when applicable;
  - 4. The personal remedy that is being sought;
  - 5. The employee(s)'s representative;
  - 6. The specific section(s) of the Article(s) of this Agreement, or law, rule or regulation that he or she is claiming was violated; and
  - 7. The issue(s) not resolved at the previous step, when applicable.
- f. The Employer and Union agree that a grievance must be clearly defined in order to reach a satisfactory settlement. A grievant may not introduce new issues after Step 1 of the grievance procedure, without mutual consent of the parties.

**SECTION 15-11. Union/Agency Grievance Procedure**

- a. Disputes that arise between the local parties are encouraged to be informally resolved in a cooperative manner prior to filing a formal Union or Agency grievance. If a dispute remains unresolved, either party may file a written grievance with the Activity Commander/Union President.
- b. In the case of a Union grievance:
  - 1. The Union files a written grievance with the Activity Commander within fifteen (15) workdays of the date of the complained of act or occurrence or the date the Union became aware of that act or occurrence. Within ten (10) workdays, the Activity Commander provides a written decision to the Union.
  - 2. If still unresolved, the Union may invoke arbitration.
- c. In the case of an Agency grievance:
  - 1. The Agency files a written grievance with the Union President within fifteen (15) workdays of the date of the complained of act or occurrence or the date the Agency became aware of that act or occurrence. Within ten (10) workdays, the Union President provides a written decision to the Agency.



2. If still unresolved, the Agency may invoke arbitration.

**SECTION 15-12.** If an employee resigns, dies, or is separated by any action other than removal before decision is reached on a grievance being processed and no compensation is involved, action will be stopped and all interested parties will be notified that, because of the separation, the case is being closed without decision. A copy of this notification will be made a part of the case record.

**SECTION 15-13.** No representative of the Union will solicit grievances from employees.

## ARTICLE 16

### ARBITRATION

**SECTION 16-1.** If the Employer and the Union fail to settle any issue processed under the negotiated grievance procedure, such issue may be submitted to arbitration upon written request by either party within forty-five (45) calendar days after issuance of the final decision rendered in Article 15.

**SECTION 16-2.**

- a. Within five (5) calendar days from the date of the request for arbitration, the party that requested arbitration shall submit a joint request to the Federal Mediation and Conciliation Service to provide a list of five (5) qualified arbitrators.
- b. The parties shall meet within ten (10) workdays after receipt of such list to select an arbitrator. Each party shall alternately strike one arbitrator from the list and the remaining person shall be the duly selected arbitrator. The parties will alternate who shall strike the first name.

**SECTION 16-3.** The Federal Mediation and Conciliation Service is to make a direct designation of an arbitrator to hear the case in the event (a) either party refused to participate in the selection of an arbitrator under Section 16-2; or (b) if an arbitrator has not been selected within sixty (60) days after invoking arbitration.

**SECTION 16-4.**

- a. Representatives of the Employer and the Union shall meet not less than fifteen (15) workdays prior to the date of an arbitration hearing or another mutually agreeable date. The issue or question to be addressed by the arbitrator will be agreed to at the meeting, put into writing and signed by the parties. Only the issues raised during the grievance procedure will

be considered at the pre-arbitration meeting. If the parties are in disagreement as to the issue(s), each shall prepare a separate submission and the arbitrator shall determine the issue(s) to be heard. A joint stipulation is encouraged in the interest of avoiding unnecessary delays in the arbitration hearing.

- b. At the same pre-arbitration meeting, the representatives shall exchange the names of witnesses and identified exhibits to be used at the arbitration hearing. The parties may agree on joint exhibits for submission to the arbitrator. Information not previously supplied or relied upon during the grievance procedure will be presented, to include formal written reports, names, and summary of testimony of witnesses whose testimony is to be relied upon for the first time in arbitration.
- c. Prior to interviewing an adverse witness employed by the Employer, the interviewing party shall notify the other party, in writing, at least three (3) workdays prior to the time of the interview. The notice shall contain the name of the witness to be interviewed and the date, time and place of such interview. The other party or representative shall have the opportunity to be present at the interview.
- d. To the extent that mission requirements will allow, work schedules will be adjusted to allow grievants, their representatives, and/or witnesses to participate in a regular duty status. Union representatives attending the arbitration shall be entitled to official time provided they are otherwise already in a duty status.
- e. Except in emergency situations, the arbitrator will not have the authority to keep the record open in order to hear testimony of additional witnesses. Each party has the responsibility and obligation to produce its witnesses on the day of the hearing.

**SECTION 16-5.** The arbitration hearing will be held at a mutually agreeable location on the Employer's premises during the regular day-shift hours of the basic work week. The location shall be determined at the pre-arbitration meeting in Section 16-4. The Union is allowed the same number of representatives to participate in the hearing as designated by the Employer, but the number shall not be less than two.

**SECTION 16-6.**

- a. The arbitrator's fee and all other expenses of the hearing shall be equally shared by the parties.
- b. In any grievance where the parties mutually agree to postpone, delay, and/or cancel an arbitration hearing, the parties will equally share the cost of any fees being charged by the arbitrator and/or court reporter. Once the arbitration hearing date has been established, a party unilaterally requesting that an arbitration hearing be postponed, delayed, and/or

canceled for any reason (which results in any fees being charged by the arbitrator and/or court reporter) shall pay any and all fees.

- c. In any grievance where the parties settle the matter prior to an arbitration hearing and there are fees being charged due to the cancellation of the hearing, both parties will equally share the cost of any fees being charged.

**SECTION 16-7.** The arbitrator shall make untimeliness, grievability and/or arbitrability determinations prior to addressing the merits of the original grievance.

**SECTION 16-8.** The arbitrator will be requested to render his or her decision as quickly as possible, but in any event not later than thirty (30) days after the closing of the hearing or the filing of post hearing briefs. The arbitrator's decision shall be binding on the parties; however, the Employer or the Union may file exceptions to an award under the provisions of 5 USC, Chapter 71.

**SECTION 16-9.**

- a. The arbitrator's decision shall be final and binding and the arbitrator shall possess the authority to make an aggrieved employee whole to the extent such remedy is not limited by law, including the authority to award back pay and interest in accordance with 5 CFR 550.801 (4), reinstatement, retroactive promotion where appropriate, and to issue an order to expunge the record of all references to a disciplinary, adverse, or unacceptable performance action, if appropriate.
- b. Reasonable attorneys fees can be awarded to the grievant (the Union) consistent with governing statute and case precedent.
- c. Upon issuance of an award, the arbitrator shall retain jurisdiction to determine the entitlement to attorneys fees, if any. The Union may request attorney fees within twenty (20) days of the date the award is final and all appeals have been exhausted. Such a request shall be accompanied by documentation, legal argument and citation sufficient to enable the arbitrator to decide. The Union's request shall be simultaneously served on the Employer. Within twenty (20) days of receipt of the Union's request, the Employer shall submit its response. Such response shall be accompanied by sufficient documentation, legal argument and citation. The Employer's response shall be simultaneously served on the Union. The arbitrator shall decide whether to accept further rebuttal briefs.
- d. The arbitrator's award on the issue of attorneys fees, which shall be final and binding, shall be issued within thirty (30) days of receipt of the Employer's response. The award shall contain a detailed explanation of why fees were granted as well as the hours and rates allowed. All charges of the arbitrator will be shared equally by the parties.

- e. The jurisdiction, authority and expressed opinions of the chosen arbitrator will be confined exclusively to the interpretation of the terms of this Agreement at issue between the parties and as provided by law. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement, or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement or as provided by law.

#### **SECTION 16-10.**

- a. For cases involving removal actions and/or contract interpretation (not contract application), unless the parties mutually agree otherwise, the following will apply:
  - 1. Either party may determine that a verbatim transcript is needed. The transcript will be made by an authorized court reporter. The arbitrator and each of the parties will be provided with a copy. The costs of the transcript will be equally shared by the parties. Costs will be limited by GSA regulations.
  - 2. Post hearing briefs will be filed with the arbitrator on a mutually agreeable date decided upon after the receipt of the transcript.
- b. For all other cases not covered under paragraph (a) above, the following will apply:
  - 1. Either party may request that a verbatim transcript be made. If mutually agreeable, the costs of the transcript will be equally shared by the parties. The transcript will be made by an authorized court reporter. The arbitrator and each of the parties will be provided with a copy. Costs will be limited by GSA regulations.
  - 2. If the parties do not mutually agree that a verbatim transcript is necessary, the requesting party will incur the cost of the transcript. The transcript will be made by an authorized court reporter. The arbitrator and the requesting party will be provided with a copy.
  - 3. Either party may request that post hearing briefs will be filed with the arbitrator on a mutually agreeable date decided upon at the close of the hearing.

### **ARTICLE 17**

#### **DISCIPLINARY AND ADVERSE ACTIONS**

#### **SECTION 17-1.**

- a. The parties agree that the taking of disciplinary and/or adverse action against employees is a right of the Employer, as identified in Article 3. The parties agree that the objective of discipline is to correct and improve behavior, through the use of progressive discipline, in order to promote the efficiency of the service. Informal disciplinary actions include oral admonishments and written warnings. Formal disciplinary actions include written reprimands and suspensions of fourteen (14) days or less. Adverse actions include suspension for more than fourteen (14) days, reduction in grade or pay and removal.
- b. Disciplinary or adverse action, when taken by the Employer, will be:
  1. Based on just cause; and
  2. Consistent with laws and regulations governing such action.
- c. If Employer details an employee who is the subject of an investigation, the Employer will, when practicable, detail the employee to an assignment which will not result in the loss of any benefits, pay or differentials.

**SECTION 17-2.** Prior to deciding whether or not a disciplinary or adverse action is warranted against employee(s), the immediate supervisor, or his or her designee, may undertake a preliminary investigation and hold discussions with the employee(s) concerned. When the supervisor, or designee, holds discussions with an employee during a preliminary investigation to determine whether or not disciplinary action is warranted, the supervisor, or designee, shall inform the employee of the purpose of the investigation, the person who will conduct the investigation, and the employee's right to have a Union representative present in accordance with Article 4, Section 4-3. The preliminary investigation session will include the employee, the union representative (if requested), the official conducting the session and a witness/observer (if requested by the official conducting the session). If requested at the time of the preliminary investigation session, the employee may provide a written response to the issues discussed during the session within twenty-four (24) hours of the conclusion of the session. If an investigative meeting takes place, the investigator will document what occurred during the meeting, in writing, and it will become a part of the case file, if action results.

**SECTION 17-3.** Disciplinary actions will be effected in accordance with applicable laws, rules and regulations and according to the following procedures:

- a. A letter of reprimand will state the reason(s) with sufficient detail for its issuance and inform the employee of the right to grieve under the negotiated grievance procedures. A letter of reprimand will remain in the employee's Official Personnel File for a period of not more than two (2) years unless removed earlier as a result of a grievance or arbitration decision, the supervisor's determination that it is no longer necessary, or the employee's separation.

b. Suspensions of fourteen (14) days or less.

1. An employee will be given advance written notice stating the specific reason(s) for the proposed action with sufficient detail to enable the employee to respond to the action.
2. The employee or his or her designated representative will be given a copy of the material relied upon to support the reasons given in the notice, upon request. The employee will be given ten (10) calendar days to present an oral and/or written reply to the proposal including an opportunity to furnish affidavits and other documentary evidence. In order for allegations of discrimination to be grieved or arbitrated in cases arising from disciplinary action, the allegation of discrimination must be presented, in writing, at the oral or written reply stage.
3. An employee who has been issued an advance written notice of suspension may request an extension of time in which to reply to the notice. The employee will normally be granted an extension of the reply period if the employee or his or her designated representative requests the extension in writing before the expiration of the initial reply period and provides valid reasons for requiring such an extension. The official designated to receive the written and/or oral reply will make a decision on such a request.
4. A warning that future misconduct may result in a more severe disciplinary action will be included.
5. In cases where appropriate, the employee will be notified of the assistance provided by the Employee Assistance Program (EAP).
6. Disciplinary actions will include consideration of relevant mitigating and aggravating factors (Douglas Factors).
7. An employee will be given a timely written decision after the reply is received or after the expiration of time allowed for the employee's response. The union and/or employee will be provided with an updated status upon request. The decision notice will advise the employee of the decision and of the right to grieve the action under the negotiated grievance procedures.

**SECTION 17-4.** Adverse actions will be effected in accordance with applicable laws, rules and regulations and according to the following procedures:

- a. An employee will be given at least thirty (30) calendar days advance written notice of adverse action, except in those cases where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed

pursuant to 5 USC 7513(b)(1). The notice of the proposed action will provide sufficient detail to enable the employee to respond to the action.

- b. The employee or his or her designated representative will be given a copy of the material relied upon to support the reasons given in the notice. Except in circumstances in which 5 USC 7513(b)(1), i.e. the crime provision, is invoked, the employee will be given at least fifteen (15) calendar days to present an oral and/or written reply including an opportunity to furnish affidavits and other documentary evidence. In order for allegations of discrimination to be grieved or arbitrated in cases arising from adverse action, the allegation of discrimination must be presented, in writing, at the oral or written reply stage.
- c. An employee who has been issued an advance written notice of adverse action may request an extension of time in which to reply to the notice. The official designated to receive the oral and/or written reply will make a decision on such a request.
- d. A warning that future misconduct may result in a more severe disciplinary action will be included.
- e. In cases where appropriate, the employee will be notified of the assistance provided by the Employee Assistance Program (EAP).
- f. Adverse actions will include consideration of relevant mitigating and aggravating factors (Douglas Factors).
- g. An employee will be given a timely written decision after the reply is received or after the expiration of the time allowed for the employee's response. The decision notice will advise the employee of the decision and of the right to grieve the action under the negotiated grievance procedures or the right to appeal to the Merit Systems Protection Board, but not both.

#### **SECTION 17-5.**

- a. Employee grievances concerning formal disciplinary or adverse actions grievable under this Article will begin at the first level of management above the deciding official and be filed at a formal step, as appropriate. In these cases, the time limit for filing the grievance will be ten (10) workdays after receipt of the notice of decision.
- b. Adverse actions may be appealed, at the employee's discretion, through the negotiated grievance procedure, through EEO, or to the Merit Systems Protection Board (MSPB). The employee may only elect one of the options, and the first election shall be binding. If the negotiated grievance procedure is used, the grievance shall be filed in accordance with Article 17, Section 17-5(a).

**SECTION 17-6.** A copy of the notice of proposed action, the written response of the employee, the notice of decision and reasons therefore and any order affecting the disciplinary and/or adverse action, together with any supporting material, shall be furnished the affected employee, or his or her designated representative, upon request.

**SECTION 17-7.** Where the final appellate authority's order does not specify, all disciplinary or adverse actions not sustained shall be removed from all records within thirty (30) days of the notice that the action has been overturned or adjusted by the final appellate body.

**SECTION 17-8.**

- a. In lieu of the disciplinary actions outlined in this article or outlined in the Department of Army standard table of penalties, the parties recognize that Alternative Forms of Discipline (AFD) sometimes offer more constructive courses of action. In this regard either party may propose alternatives to those outlined above. Upon agreement of the affected employee, any (AFD) that does not violate a statute may be considered for appropriate constructive discipline. Discussions or offers of AFD will be accomplished in the presence of the designated employee representative.
- b. Alternative forms of discipline may be appropriate when:
  1. It is the employee's first offense or a significant amount of time has elapsed since the last infraction;
  2. The employee admits guilt or acknowledges wrongdoing; and
  3. The employee specifically agrees, in writing, to the AFD and waives appeal and grievance rights.

**ARTICLE 18**

**TOBACCO USE**

Until the parties negotiate an installation Tobacco Use Policy, the parties will abide by Article 18 of the Fort Knox Labor Agreement, effective date 5 March 2001.

**ARTICLE 19**

**REFERENCE MATERIALS**



Upon request, the Employer and/or CPAC will provide information and/or access to relevant reference materials.

## ARTICLE 20

### POSITION CLASSIFICATION

**SECTION 20-1.** Position descriptions will reflect the major duties which are officially assigned and actually performed on a regular and recurring basis and will be prepared by the Employer in accordance with format and content requirements in governing regulations. The assignment of duties to employees is not limited to the content of the position description. Position descriptions do not control all work assignments. Supervisors may direct/assign tasks that are not reflected in the position description to meet mission requirements. "Other duties as assigned" may be used to cover minor duties that do not affect the classification of a position.

**SECTION 20-2.** All identical positions within the same organization unit will normally be covered by the same position description. Where the Employer requires a deviation from such standard position descriptions, the position(s) will be classified according to the duties and responsibilities actually assigned and performed.

Any addenda, deletions and amendments to position descriptions will be submitted to a designated management official by the supervisor within thirty (30) workdays of discovery. The addenda, deletions and amendments to position descriptions will be reviewed by a designated management official, and impact thereof recorded. Such review will be certified with the date, name of the designated management officials and identification of affected positions. Such changes in position descriptions will be discussed with employees, and they will be furnished a copy of the changed position description.

**SECTION 20-3.** Employees who reasonably believe that their position descriptions are inaccurately described may meet and discuss this matter with their supervisor for clarification. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the employee and they do not involve the position title, series or grade, the employee may file a grievance under the negotiated grievance procedure.

**SECTION 20-4.** An employee who believes his or her position is not properly classified (incorrect title, pay plan, series or grade) may file a classification appeal. The employee must contact and obtain the necessary appeal documents from CPAC, who will file the completed package and provide a copy to the employee.

A GS employee can appeal to either DoD or to the Office of Personnel Management (OPM). If the employee appeals first to DoD, the employee can later appeal to OPM if they are not satisfied with the decision by DoD. An appeal to OPM is the final administrative avenue of appeal.

FWS employees cannot appeal to OPM until they first appeal to DoD. If the employee is not satisfied with the decision by DoD, the employee can then appeal to OPM. An appeal to OPM is the final administrative avenue of appeal.

## ARTICLE 21

### ENVIRONMENTAL AND HAZARD PAY DIFFERENTIALS

**SECTION 21-1.** The Employer shall pay environmental and hazard pay differentials to personnel in accordance with Title 5 Code of Federal Regulations (5 CFR). Specific categories of work for which differentials are payable, differential rates, employee entitlements, and limitations are contained in 5 CFR, Part 532 for Federal Wage System (FWS) positions and in 5 CFR Part 550 for General Schedule (GS) positions.

#### **SECTION 21-2.**

- a. It is recognized that safety equipment may become available or work procedures and techniques implemented that mitigate the hazards. If this occurs, differential pay will no longer be authorized and such will be terminated. In these cases, the Union will be notified in accordance with Article 49.
- b. Further information regarding environmental and hazard pay differentials is available, upon request, to CPAC and/or the Union.

## ARTICLE 22

### TRAINING AND DEVELOPMENT

**SECTION 22-1.** Training and development of employees is a matter of mutual interest to both parties. The Employer shall develop and maintain programs that will enhance individual development and competence. The employee is responsible for completion of an Individual Development Plan (IDP), which is subject to discussion and approval by the supervisor.

**SECTION 22-2.** The Employer shall identify those areas where employees require additional training and development to maintain proficiency and enhance skills. When the Employer is informed of training opportunities, the Employer will inform impacted employees. Otherwise, the Employer will provide information on specific training opportunities to employees, upon request. Training records will be kept current and will be made available to the employee, upon request.

**SECTION 22-3.** All training shall be funded in accordance with applicable regulations.

**SECTION 22-4.** The Employer will provide employees on-the-job and cross training where needed.

**SECTION 22-5.** To the extent permitted by law and government-wide regulation, when a change in a position qualification requires new training, licensing or certification for an employee already holding the position, the Employer will pay for the costs associated with the employee obtaining new training, licensing or certification unless the employee is grandfathered in.

**SECTION 22-6.** The Employer may grant excused absences from work or make schedule adjustments to accommodate an employee's educational program if mission allows. The employee is required to present his or her class schedule to the supervisor. When a change is approved, the change will only remain in effect for the equivalent of one academic quarter or semester.

## ARTICLE 23

### WITHIN GRADE INCREASE

**SECTION 23-1.** The Employer has the responsibility of insuring that a GS employee is advanced in pay successively to the next higher rate, within-the-grade, at the beginning of the pay period following the completion of necessary statutory time limits, subject only to the employee's work being at an acceptable level of performance (a "3" in any 5-level system) in accordance with law, rule and regulation.

**SECTION 23-2.** Employees under a regular wage schedule will advance automatically to the next higher step, in-grade, at the beginning of the pay period following the completion of necessary statutory time limits, subject only to the employee's work being at an acceptable level of performance (a "3" in any 5-level system) in accordance with law, rule and regulation.

## ARTICLE 24

### DETAILS

**SECTION 24-1.** A detail is the temporary assignment of an employee to a different position or set of duties for a specified period with the employee normally returned to his or her regular duties at the end of the detail.

**SECTION 24-2.** The Employer is responsible for controlling the duration of details, assuring that they are assigned in accordance with the Merit Systems Principles, and that they do not compromise the principles of job evaluation.

**SECTION 24-3.**

- a. Details to a classified position at a higher grade level, or positions with promotion potential, for more than 30 calendar days will be documented by a Request for Personnel Action (RPA).
- b. Details to the same or lower grade or to unclassified duties will be documented by an RPA if for more than 30 days.
- c. An employee can obtain a copy of his or her detail RPA, upon request.

**ARTICLE 25**

**PARKING**

**SECTION 25-1.** In parking areas for buildings with bargaining unit employees, the Employer agrees that it will designate no more than 10% of the available parking spaces as reserved. This limitation does not apply to parking areas servicing fewer than 10 bargaining unit employees. When the Employer's needs exceed 10% in a parking area, they may reopen this section.

**SECTION 25-2.** The Employer will ensure parking is provided for handicap employees that provides access to a handicapped-accessible entrance. Designated handicapped parking spaces will not count against the 10% limitation.

**SECTION 25-3.** The HQ, USAREC (Bldg. 1307) flagpole parking lot is specifically exempt from this article except the provision of designated handicap parking will be provided.

**SECTION 25-4.** The parties will continue to abide by the current Special Event Parking Agreement, Agreement # 064-09.

**SECTION 25-5.** POVs are not permitted to park in motor pools.

**ARTICLE 26**

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

**SECTION 26-1.** The Employer will insure that the EEO program is administered in accordance with laws, rules, or regulations to include Equal Employment Opportunity Commission and Department of the Army regulations. An employee shall not be subject to discrimination in regard

to race, color, religion, national origin, sex, age, pregnancy or disability in accordance with law, rule, or regulation

**SECTION 26-2.** All personnel actions and employment practices involving employees will be based solely on laws, regulations, policies and terms of this agreement.

**SECTION 26-3.**

- a. The Employer will carefully, justly and expeditiously consider and adjudicate complaints of discrimination filed through the agency administrative complaint procedure or the negotiated grievance procedures.
- b. Persons who allege discrimination or who participate in the presentation of discrimination complaints will be free from restraint, interference, coercion, discrimination or reprisal.
- c. A complainant has the right to be accompanied, represented and advised by a representative of his or her choice or to refrain from representation during any discussion with an EEO counselor or at any stage of the EEO complaint procedure.
- d. The complainant's representative will be provided all documentation in accordance with AR 690-600.

**SECTION 26-4.** The Employer agrees to provide EEO counselors in accordance with AR 690-600, who will be available and accessible to all employees, wherever their work station.

**SECTION 26-5.** The Union shall have representation on and input in the activities of all special emphasis program committees.

**SECTION 26-6.** The Union President or his designee will be a member on the Fort Knox EEO Council. The EEO Officer will provide the following information to all members of the Council:

- a. Copies of all EEO plans which apply to employees covered by this Agreement.
- b. Information on pre-complaint counseling activities.
- c. Employment statistics when available.
- d. Area of under-representation goals and accomplishment reports.

**SECTION 26-7.** The Union shall be provided redacted copies of all EEO settlements and resolutions involving bargaining unit working conditions. A copy will be provided to the Union within ten (10) workdays after the EEO settlement or resolution is finalized.

## ARTICLE 27

### **REDUCTION IN FORCE (RIF), TRANSFER OF FUNCTIONS (TOF) AND FURLOUGHS**

**SECTION 27-1.** RIF, TOF and furloughs will be conducted in accordance with all laws, rules, regulations, and negotiated agreements. The Employer shall provide the following information, at a minimum, to the Union:

- a. An explanation of the requirement for the RIF, TOF, or furlough.
- b. The approximate number of employees who may be affected initially.
- c. The proposed competitive area(s) and competitive levels that may be affected.
- d. The anticipated effective date of the action.
- e. The expected duration of a furlough.

**SECTION 27-2.** The parties recognize that the Employer has the responsibility to determine the methods, means and personnel necessary to carry out the mission. The parties also recognize the right of the Union to request negotiations on the procedures the Employer will use to carry out determinations of this nature and appropriate arrangements for employees adversely affected by the exercise of the Employer's authority in this regard.

**SECTION 27-3.** Prior to a RIF or TOF, the Employer will notify the Union at least 120 calendar days in advance, unless circumstances dictate otherwise. This will provide the Union with an opportunity to request additional information, a meeting and negotiations on the procedures to be utilized and arrangements for employees adversely affected by a RIF or TOF, as appropriate.

**SECTION 27-4.** In the event of a RIF, existing vacancies within the affected competitive area, available for fill, may be utilized to place employees in continuing positions who would otherwise be adversely affected.

**SECTION 27-5.** In the event of a RIF, the Employer will cooperate with the employee and the State Employment Service in determining the rights to be afforded the separated employee and will inform employees of the method and procedures to follow in applying for these benefits.

**SECTION 27-6.** Any career or career-conditional employee who is separated because of a RIF may be placed on the Reemployment Priority List (RPL) in accordance with applicable rules and regulations. An employee may notify the Employer at the time of separation that temporary employment will be acceptable. It is understood that acceptance of a temporary appointment within the normal commuting area will not alter the employee's right to be offered permanent employment.

**SECTION 27-7.** In situations where an employee accepts a demotion in lieu of separation in a RIF action, the employee must be minimally qualified to perform the duties of the lower graded position, subject to exceptions provided by applicable regulations.

**SECTION 27-8.** Whenever reorganization plans which affect the movement of employees are being formulated, appropriate management officials will inform the Union. The Union will normally be informed at least thirty (30) days prior to effecting the actions, to provide the Union sufficient opportunity to review the plans and respond as appropriate.

**SECTION 27-9.** When a position is abolished because of a reorganization or planned management action, the employee occupying the abolished position will be notified as soon thereafter as possible. When more than one employee occupies identical positions under the same supervisor, the employee with the least retention standing will be identified as excess.

**SECTION 27-10.** Prior to placement in another position, a review will be made to ensure that the appropriate employee is identified as excess.

**SECTION 27-11.** In accordance with Office of Personnel Management and Department of Army regulations governing RIF actions, additional years of service will be added to employees' retention or service computation dates as a result of their annual performance ratings for an actual RIF. This adjusted SCD will not be used for any other areas of this Agreement where SCD or retention dates are used.

**SECTION 27-12.** At the time of any RIF or TOF, all affected employees will be given an informational briefing covering the rules, regulations, and employees' rights, which govern and are applicable to a RIF or TOF.

**SECTION 27-13.** The Employer is responsible for ensuring that each employee's (to include that of a legally designated representative) access to retention records is consistent with both the Freedom of Information Act (5 U.S.C. 552), and the Privacy Act (5 U.S.C. 552a).

**SECTION 27-14.** The Employer will maintain all retention and related records pertaining to a RIF for at least 1 year from the date established for issuing specific RIF notices.

**SECTION 27-15.** An employee who has been furloughed (more than 30 days), separated or demoted by a RIF action may appeal to the Merit Systems Protection Board.

**SECTION 27-16.** When 50 or more permanent employees are being separated through RIF, specific written notice will be issued to employees at least 120 days before the effective date of RIF.

## **ARTICLE 28**

### **GRADE AND PAY RETENTION**

Grade and pay retention for eligible employees will be allowed as provided for under existing and future laws and government-wide rules and regulations.

## ARTICLE 29

### EMERGENCY RESCUE OR PROTECTIVE WORK

Employees who can be spared without interference to essential agency operations and obligations may be excused to participate in emergency rescue or protective work 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.

## ARTICLE 30

### RETIREMENT

**SECTION 30-1.** A retirement ceremony may be held within the organization. Participation in the post retirement ceremony is encouraged for retirees. Ceremony attendance is optional and must be requested by the employee.

**SECTION 30-2.** Employees shall be allowed to withdraw retirement requests in accordance with existing regulations. Employees shall not be required to give reasons for regular retirement.

**SECTION 30-3.** Pre-retirement briefing sessions shall be announced to employees via any available source.

## ARTICLE 31

### POST CLEARANCE

When employees are required to clear post, the Employer shall provide sufficient time within which the employee can complete post clearance processes. If an employee is unable to complete the post clearance process on their own, the Employer will make appropriate arrangements to clear the employee.

## ARTICLE 32

### NEW EMPLOYEE ORIENTATION

**SECTION 32-1.** New bargaining unit employees will be provided with a Union informational brochure during new employee in-processing. This brochure will be prepared by the Union. It will be the responsibility of the Union to provide the informational brochure.



**SECTION 32-2.** When the Employer determines to schedule and conduct a group orientation for new employees, the Union will be afforded the opportunity to be present and speak with the new employees.

## **ARTICLE 33**

### **DRESS CODE**

**SECTION 33-1.** The attire of the unit employee shall be appropriate for the duties performed (i.e., commensurate with attire normally worn by civilian employees in local communities engaged in activities similar in nature to those in which the government employee works). Clothing (includes head and footwear) with slogans, drawings, or language which could be construed as being lewd, obscene, profane, or sexually suggestive, or which advocates or glorifies the use of illegal drugs or other unlawful conduct shall not be worn.

**SECTION 33-2.** Dress codes of occupations which are historically associated with prescribed uniforms such as health care providers, fire department personnel and law enforcement shall be agreed upon by the Union and the activity concerned.

**SECTION 33-3.** Exceptions to Section 33-1 may be granted on a case-by-case basis for documented medical or religious reasons.

**SECTION 33-4.** Negotiable changes to the Employer's dress code policy or establishment of a new dress code policy will be negotiated in accordance with the procedures in Article 49.

## **ARTICLE 34**

### **ANNUAL LEAVE**

**SECTION 34-1.** Employees shall earn, accrue and use annual leave in accordance with applicable laws, rules and regulations, while the supervisor retains the right to approve and disapprove the use of annual leave. Employees have the responsibility for requesting approval of annual leave in advance and for cooperating with the Employer in scheduling annual leave. The Employer agrees to approve requests for annual leave to the extent permitted by mission requirements and will plan to allow employees annually a period of at least two consecutive weeks of annual leave. The Employer has the right to disapprove a request for annual leave when the employee has insufficient leave accrued to cover the absence.

**SECTION 34-2.** Emergencies do arise that preclude advance notice and/or advance approval, however, requests for unscheduled annual leave will be held to a minimum to prevent disruption to work schedules. Unscheduled leave is defined as annual leave not requested and approved in

advance and/or not included in the supervisor's yearly leave schedule prepared in December of each year. Employees who request unscheduled annual leave will do so as far in advance as possible. The approval of any emergency annual leave by a supervisor is contingent upon the employee's justification for the absence or failure to request leave in advance, upon return to duty. The supervisor reserves the right to disapprove a request for annual leave and place the employee in an unauthorized leave status if the employee does not provide acceptable justification for the absence or the failure to request leave in advance. Leave will not be disapproved solely because it was unscheduled.

Employees will provide notices as follows:

- a. An employee who is not part of a continuous shift operation is unable to report to work due to unforeseen circumstances, the employee shall contact his or her immediate supervisor as soon as possible, but no later than two (2) hours after the scheduled tour of duty begins.
- b. When an employee who is part of a continuous shift operation is unable to report to work due to unforeseen circumstances, the employee shall contact the on duty shift supervisor as soon as possible, but no later than one (1) hour before the scheduled tour of duty begins.
- c. If circumstances prevent the employee from calling in when required, the employee shall report his or her absence and reason(s) for same as soon as possible.
- d. The employee's calling in is deemed to be merely notification of absence.

**SECTION 34-3.** Annual leave for periods of one week or more continuous duration for those employees who will have sufficient leave due and accrued, shall be scheduled using the following procedures:

- a. Beginning December 1, the Employer shall post on the bulletin board or via email a schedule for leave for the next year and give all the employees ten (10) workdays to select their week or weeks. The employee with the most seniority has first choice and so on, until all employees who elect have scheduled their leave.
- b. Once an employee has made his or her selection, he or she can make changes as long as they do not disturb the choice of another employee.
- c. The Employer will adhere to the established leave schedule subject to mission requirements.
- d. Two employees performing the same work for the same supervisor may voluntarily exchange part or all of their scheduled vacation by request subject to the needs of the service.

**SECTION 34-4.** If an employee is assigned to another work area, he or she shall be granted his or her originally scheduled annual leave in his or her former work area unless such leave cannot be granted based on mission requirements.

**SECTION 34-5.** When it is necessary to withdraw approval of annual leave for compelling reasons that necessitate retaining the employee on duty, the supervisor will notify the employee as far in advance as possible, normally at least 24 hours in advance, prior to the employee's scheduled annual leave period. Approval of an employee's request for at least two (2) consecutive weeks of annual leave will not be withdrawn during the thirty (30) days preceding the first day of scheduled leave time except for a compelling exigency of the service.

**SECTION 34-6.** Employees are also required to follow the leave procedures of the organization in which they work, which have been instituted in accordance with Article 49.

**SECTION 34-7.** Annual leave may be approved for leave otherwise chargeable to sick leave if the employee so requests before time certification is completed.

**SECTION 34-8.** Advanced Annual Leave.

- a. The granting of advanced annual leave by the Employer is discretionary. Employees shall make requests for advanced annual leave, in writing, to their supervisor who will notify the employee of the approval or disapproval.
- b. An employee may be granted advanced annual leave in an amount equal to the amount equal to the amount of annual leave he or she will accrue during the remainder of the leave year.

**SECTION 34-9.** Annual leave will not be disapproved as a means of discipline.

## **ARTICLE 35**

### **SICK LEAVE**

**SECTION 35-1.** Employees shall earn, accrue and use sick leave in accordance with applicable laws, rules and regulations. Employees are required to follow the leave procedures of the organization in which they work, which have been instituted in accordance with Article 49.

**SECTION 35-2.** Subject to compliance with leave requesting procedures and medical and other administrative documentation requirements, sick leave shall be granted when the employee:

- a. Receives medical, dental or optical examinations or treatment.
- b. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth.

- c. Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental or optical examination or treatment.
- d. Provides care for a family member with a serious health condition.
- e. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member.
- f. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.
- g. 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 adoption to proceed.

**SECTION 35-3.** The amount of sick leave that may be granted to an employee during any leave year for the purposes described in Sections 35-2(c) and (e) may not exceed a total of 104 hours for a full-time employee. In the case of a part-time employee or an employee with an uncommon tour of duty, the number of hours of sick leave granted may not exceed that normally accrued by that employee during a leave year.

**SECTION 35-4.** A full-time employee may use sick leave of not more than 480 hours in a leave year for the purpose described in 35-2(d). For part-time and employees with uncommon tours of duty, the maximum amount is equal to 12 times the average number of hours in his or her scheduled tour of duty each week. Amounts of sick leave used during the leave year for purposes described in Section 35-2(c) and (e) are deducted from the available 480 hours. A full-time employee who uses 480 hours (or amounts available for part-time or employees with uncommon tours of duty) sick leave under Section 35-2(d) is not entitled to use additional sick leave under Sections 35-2(c) and (e).

**SECTION 35-5.** An employee shall request prior approval for sick leave for the purposes of receiving medical, dental, or optical examination or treatment and to the extent possible for the remaining purposes stated in Sections 35-2. A request for sick leave for the purposes of receiving medical, dental, or optical examination or treatment may be denied based on mission requirements. When sick leave is denied, the supervisor will inform the employee of the denial within a reasonable time.

**SECTION 35-6.** Emergencies do arise that preclude advance notice and/or advance approval, however, requests for unscheduled sick leave will be held to a minimum to prevent disruption to work schedules. Employees will provide notice as follows:

- a. When illness necessitates the employee's absence, an employee who is not part of a continuous shift operation who is unable to report to work because of illness shall contact

his or her immediate supervisor or designee as soon as possible, but no later than two (2) hours after the regularly scheduled tour of duty begins.

- b. An employee who is part of a continuous shift operation shall contact the on duty shift supervisor as soon as possible, but no later than one (1) hour before the scheduled tour of duty begins.
- c. If the nature and/or degree of injury or illness prevent the employee from calling in as required above, a designee may report the absence. However, the employee is still required to report his or her absence and reason(s) for same as soon as he or she becomes physically able to do so.
- d. When an employee calls in for sick leave, the employee shall inform the supervisor of the probable date for returning to work.
- e. The employee must provide an administratively acceptable reason for the absence as defined in Section 35-2.

The supervisor's approval of leave is contingent upon the employee's providing an administratively acceptable reason. The supervisor may accept the employee's self-certification as the administratively acceptable reason. If the employee does not provide an administratively acceptable reason for the absence, the supervisor may place the employee in an unauthorized leave status.

**SECTION 35-7.** At the supervisor's discretion, an employee may be required to furnish administratively acceptable medical documentation, as defined in 5 CFR Section 339, to substantiate a request for approval of sick leave if the sick leave exceeds three (3) consecutive workdays for that employee or for a lesser period when the agency determines it is necessary. Generally, to be administratively acceptable the documentation must be on the physician's or practitioner's official letterhead or personal prescription pad and be signed. The documentation must state that the employee was incapacitated from duty for each and every day of the period for which leave is requested. A simple statement such as "Was under my care from X date to X date and may return on Y date" or "Was seen on X date and may return on Y date" is not sufficient. When the supervisor requests administratively acceptable medical documentation, the employee shall provide the statements normally within fifteen (15) calendar days, but not more than thirty (30) calendar days.

**SECTION 35-8.** The Employer has the right to disapprove a request for sick leave when the employee has insufficient leave (sick and annual) accrued to cover the absence. Under these circumstances, advanced sick leave may be granted in accordance with Section 35-9, or leave without pay may be granted at the employee's request if the supervisor determines that granting leave without pay is in the best interest of the Employer. Advanced sick leave and leave without pay requests will not be granted automatically or routinely. Such requests will be reviewed on a

case-by-case basis. Advanced sick leave requests must be reviewed by CPAC prior to granting. Employees must use the applicable Fort Knox Form.

**SECTION 35-9.** Because advanced sick leave cannot be granted retroactively, the employee must request advanced sick leave, in writing, prior to its use. Unearned sick leave may be advanced in accordance with appropriate regulations and after considering the following:

- a. The absence is for a serious illness or disability;
- b. The employee furnished administratively acceptable medical documentation that the employee is reasonably expected to recover during the period the leave is advanced and to return to duty with enough time to repay the advanced leave;
- c. The amount of advanced sick leave credited to an employee's account may not exceed 240 hours at any time;
- d. The Employer must take into consideration whether an employee is contemplating retirement or resignation, or where it is anticipated that the employee is to be separated;
- e. The employee's accrued sick leave balance; and
- f. The employee has not received a leave restriction letter for leave abuse within the previous four (4) months.

**SECTION 35-10.** Upon request, employees on extended sick leave will be required to provide written administratively acceptable medical documentation from their attending physician to the Employer in periodic increments.

**SECTION 35-11.** Employees on a leave restriction letter must follow the procedures in that letter even if they are more restrictive than this Article.

**SECTION 35-12.** Employees may be granted leave for a serious health condition of the employee and/or a family member of the employee under the Sick Leave for Care of Family Members (formerly known as the Family Friendly Leave Act (FFLA)) and/or the Family Medical Leave Act (FMLA) of 1993. The Employer and employees shall follow 5 CFR 630, OPM guidelines, and local policy regarding these programs.

**SECTION 35-13.** Maternity/Paternity absence shall be administered in accordance with FMLA. Leave for this reason may be sick leave, annual leave, leave without pay or any combination thereof.

## ARTICLE 36

### AWOL AND LWOP

**SECTION 36-1.** Absence without leave (AWOL) is an absence from duty which is not authorized or for which a request for leave has been denied.

**SECTION 36-2.** If an AWOL absence is later excused because the circumstances surrounding the absence are such that the absence would have been approved, the charge of absence without leave may be changed to the appropriate approved leave account.

**SECTION 36-3.** Leave without Pay (LWOP) is an absence from duty which is approved by the Employer and for which no pay is granted.

## ARTICLE 37

### MISCELLANEOUS LEAVE

#### **SECTION 37-1. Voting Leave.**

- a. Where the polls are not open at least three (3) hours either before or after an employee's regular work hours, the Employer may grant a limited amount of administrative leave that will permit the employee to report to work up to three (3) hours after the polls open or leave from work up to three (3) hours before the polls close, whichever requires the lesser amount of administrative leave. An employee's "regular work hours" shall be determined by reference to the time of day the employee normally arrives at and departs from work. For example, if an employee is scheduled to work from 6:30 a.m. to 3:00 p.m. and the employee's polling place is open from 6:00 a.m. to 6:00 p.m., the employee should not be granted administrative leave for voting since the employee would still have at least three (3) hours after the end of his or her work schedule to vote. However, if an employee is scheduled to work from 7:00 a.m. to 3:30 p.m. and the employee's polling place is open from 6:00 a.m. to 6:00 p.m., the employee may be granted up to ½ hour of administrative leave from 3:00 p.m. to 3:30 p.m. or 7:00 a.m. to 7:30 a.m., if requested.
- b. Those employees requesting voting leave under Section 37-1(a) above shall give advance notice to the supervisor of their preference to report late or leave early. If the number of requests is more than can be approved for the specific period and a mutually satisfactory schedule cannot be established for all employees, then the Employer shall make the determination of who shall be excused at the beginning of the shift or at the end of the shift by seniority.
- c. If an employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, the Employer may grant administrative leave, not to exceed one (1)

day, to allow the employee to make the trip to the voting place to cast a ballot. If more than one (1) day is needed, the employee may request annual leave or leave without pay for the additional period of absence, which will be granted absent compelling mission requirements.

- d. For an employee who votes in a jurisdiction which requires registration in person, annual leave may be granted.

**SECTION 37-2. Blood Donations.** Employees who volunteer as blood donors (which excludes donation for compensation or for their own blood bank) and actually donate blood may be authorized up to four (4) hours administrative leave. The excused absence must be taken on the day the blood is donated. Supervisors can deny a request based on mission requirements. Following a donation, the employee will furnish his or her documentation from the blood facility verifying the blood donation time and date.

**SECTION 37-3. Bone Marrow or Organ Donation.** In accordance with Title 5, United States Code, Section 6327, employees are entitled to up to seven (7) days of paid leave each calendar year to serve as bone marrow donors. Employees are entitled to up to thirty (30) days of paid leave for organ donation.

**SECTION 37-4. Agency Required Medical Examinations.** Employees obtaining medical examinations required by the Agency shall be on regular duty time.

**SECTION 37-5. Court Leave.** Court leave is granted in accordance with applicable law and regulations. Court leave is the authorized absence, without charge to leave or loss or compensation, of an employee from official duty who is summoned to act as a witness for any party in connection with any judicial proceeding to which the United States is a party. Court leave is also authorized for an employee who is summoned to act as a juror in any United States, District of Columbia, or a state or local government jurisdiction. Employees who are attending court as a witness in their official capacity are on duty time. This provision does not apply to intermittent employees or employees in a leave without pay status.

- a. When the employee is called to be a witness or juror, the employee will immediately notify their supervisor and submit a copy of the subpoena or summons.
- b. Upon completion of the service, the employee will submit written evidence of the dates the employee served as a witness or juror.
- c. The Employer may provide a written request for excusal from the duty for an employee whose services are required at the work site.
- d. If an employee is excused from court service with sufficient time to enable the employee to return to the work site for at least two (2) hours of the scheduled workday, the employee shall return to duty unless granted appropriate leave by the supervisor. It is the employee's responsibility to request and receive approval prior to taking leave.



- e. All jury/witness fees/checks received for services for a period when the employee is granted court leave must be turned in to the Employing activity and the employee will be paid in accordance with applicable DoD regulations. Employees should contact their Civilian Personnel Advisory Center for additional information.
- f. An evening or night shift employee who performs court service during the day may elect to be granted court leave for the employee's regularly scheduled evening or night tour of duty. The employee will continue to be entitled to night differential in accordance with applicable laws and regulations.
- g. To meet mission requirements, the Employer may change any other employee's shift or days of work to enable the employee who has been summoned to meet jury duty or court service requirements.

## **ARTICLE 38**

### **SERVICE TO EMPLOYEES**

#### **SECTION 38-1.** The Employer agrees:

- a. To complete forms when portions are specified to be completed by the Employer, in accordance with applicable laws, rules and regulations.
- b. The CPAC shall initiate the appropriate documentation to correct errors in an employee's OPF normally within forty-five (45) days of the employee providing sufficient documentation.

**SECTION 38-2.** The Employer shall provide a kiosk for those employees who do not have access to a computer at their work site to access authorized internet sites.

## **ARTICLE 39**

### **EXCUSED ABSENCES FOR CLIMATIC AND HAZARDOUS ROAD CONDITIONS**

**SECTION 39-1.** The Employer will determine when climatic or hazardous road conditions merit delayed employee arrival, early employee release or closing of the post. Employees assigned to essential base operations may be required to work in order to support necessary post functions to be determined by the Employer. Administrative leave may be granted in accordance with law, rule or regulation.

- a. The Employer will inform weather essential personnel annually, no later than 31 October, of their designation as such.

**SECTION 39-2.**

- a. The Employer will determine when climatic or hazardous road conditions are such as to warrant announcement of special reporting instructions or excused absences. Decision to authorize excused absence will be announced through official installation publications (624-KNOX and [www.knox.army.mil](http://www.knox.army.mil)), telephone warning system, and or radio and television announcements on local channels.
- b. The Employer will determine when employees are to be excused early from duty due to climatic or hazardous road conditions. The decision to release early will be carried out in the following manner:
  1. 50+ miles – Immediate Release
  2. 30 – 49 miles – N + 30 minutes
  3. 20 – 29 miles – N + 1 hour
  4. 10 – 19 miles – N + 1.5 hours
  5. On Post – 9 miles – N + 2 hours

N Hour equals the time of notification.
- c. All work units or elements will be notified by the Employer. This notification constitutes authority to excuse employees without charge to leave.

**ARTICLE 40**

**FEDERAL EMPLOYEES' COMPENSATION**

**SECTION 40-1.** Occupational Injury or Disease.

- a. Employees who are injured or contract an illness on the job will be provided medical care and compensation as provided by the Federal Employees' Compensation Act (FECA).
- b. An employee who receives a disabling, job-related traumatic injury will be advised by the Employer that he or she is entitled to continuation of regular pay (COP) for the period of the disability, not to exceed 45 calendar days, unless the claim is controverted.
- c. It is the employee's responsibility to provide medical documentation to the Employer within 10 work days in order to continue to receive COP.

**SECTION 40-2.** Examination, Evaluation and Treatment.

- a. Medical care will be furnished by the Employer through appropriate examination, evaluation and treatment within the capabilities of the "Medical Treatment Facility" (MTF) when an employee is injured or contracts an illness on the job. Employees who sustain a job-related traumatic injury will be furnished emergency medical transportation, if necessary. Injured employees will be routed directly from injury site to MTF without delay and will first report to the MTF [identified as either the Emergency Room, Ireland Army Hospital (ER, IAH) or the Occupational Health Service (OHS)] for examination, evaluation, and at employee's request, treatment. An employee will be examined and evaluated normally within 30 minutes. If the employee elects to receive treatment from his or her personal physician or a medical facility of his or her choice, he or she will be released and transported if necessary. Employees who contract a job-related illness will be provided forms necessary to request treatment and report to the MTF as soon as possible after discovery of the illness.
- b. The Employer and the employee are responsible for completing the Form CA-1 (for traumatic injuries) or CA-2 (for occupational illnesses) through Department of Labor (DOL) database to the Fort Knox Injury Compensation Program Administrator (ICPA) within 48 hours of the on-the-job injury. The Employer is responsible for providing the required OWCP forms to the employee who in turn provides them to the MTF. At no time will these requirements impede the employee receiving prompt medical attention; if necessary the forms will be completed at the MTF.
- c. The employee may elect to receive the necessary treatment within the MTF or a MTF Specialty Clinic or be referred to their personal choice of a physician. The employee will be released, if they desire, to go to their own physician.

**SECTION 40-3.** Processes and Procedures.

- a. The Employer will provide the appropriate forms and instructions to the employee which will provide for timely submission of information for the injury or illness identification and medical assistance.
- b. Employees will be allowed to review CA-1 or CA-2 form, after completion, at the work site and be allowed to have a Union representative, designated in writing, to review same.
- c. The Employer shall process and pursue claims and provide requested information to OWCP in accordance with laws, rules and regulations of FECA.

**ARTICLE 41**

**OCCUPATIONAL HEALTH SERVICE**

**SECTION 41-1.** The Employer will maintain an occupational health service (OHS). The Employer will staff the OHS in accordance with appropriate regulations.

**SECTION 41-2.** The Employer will provide medical and surgical services.

- a. An employee sustaining an occupational illness or injury caused by employment will be furnished necessary care and treatment as specified in Article 40.
- b. Definitive diagnosis and treatment of non-occupational injury and illness cases are not the responsibilities of the occupational health service program except:
  1. In an emergency, the employee will be given attention required to prevent loss of life or limb or relieve suffering until placed under a personal physician's care.
  2. For minor disorders, first aid or palliative treatment will be given to reduce absenteeism and enable the employee to complete his or her current work shift before consulting a personal physician. Requests for repetitive treatment of non-occupational disorders are discouraged.
  3. Simple treatments may be furnished at the discretion of the responsible physician whenever requested, in writing, by the employee's personal physician. Medications must be provided by the patient.

**SECTION 41-3.** Individual employee medical records will be carefully protected and private medical information (AR 40-2) will be treated in accordance with medical profession ethical standards. Medical records maintenance and disposition of these medical records will be in accordance with applicable regulatory guidelines.

**SECTION 41-4.** When an employee requires immediate attention through services of the OHS, that employee will be sent immediately to the health facility, or transported if condition warrants.

**SECTION 41-5.** Periodic medical examinations and evaluations will be provided for employees potentially exposed to health hazards in the work environment or who are assigned to positions requiring specific standards of physical fitness.

## **ARTICLE 42**

### **SICK AND INJURED EMPLOYEES LIGHT DUTY POLICY**

Employees who are injured in the performance of duty and found to be temporarily physically unfit to perform their normal duties, but are able to perform light duty, as determined by proper medical authority, may be given such duties by their supervisor under the following guidelines:

- a. Light duty may be provided for the period specified by competent medical authority up to the first 30 calendar days following medical determination that the employee can perform light work.
- b. If after 30 calendar days, the employee is still unable to resume the full duties of his or her assigned job, one of the following actions may be taken:
  1. If the employee can perform duties within his or her official position description with the exception of some duties that are limited, then the Employer may assign these duties with specified limitations.
  2. If the employee cannot perform duties within his or her position description, the Employer may detail the employee to the same or lower grade up to 120 calendar days in accordance with law, rule, regulation and policy.

## **ARTICLE 43**

### **CIVILIAN COUNSELING REFERRAL SERVICE AND ALCOHOL AND DRUG ABUSE COUNSELING**

**SECTION 43-1.** The Employer and the Union will work together in good faith toward a common goal of helping all employees whose job performance appears to be affected by personal alcohol and/or drug related problems. The parties agree to encourage employees with such problems to seek and accept assistance from appropriate counseling or referral services.

**SECTION 43-2.** This counseling program will be administered by the Employer in accordance with Chapter 5, AR 600-85.

**SECTION 43-3.** Where mission allows, employees may be granted administrative time to attend classes or to seek services offered by the Health and Wellness Program on a space available basis, up to four (4) hours per calendar year.

**SECTION 43-4.** Where mission allows, employees may participate in a physical fitness program in accordance with AR 600-63, Paragraph 5-2.

## **ARTICLE 44**

### **SAFETY**

**SECTION 44-1.** The Employer will provide a safe and healthy work place for all employees in compliance with all applicable federal, state, local and OSHA standards. If provided, the Employer shall consider Union input on all safety equipment and issues.

**SECTION 44-2.** The Employer shall provide emergency room and ambulance service for the immediate care of employees in case of an on-installation accident or illness when considered necessary by competent medical authority.

**SECTION 44-3.** When duties involving special hazards must be performed, the Employer will provide reasonable training or indoctrination to the employees who will perform the duties concerning the hazards and the proper work methods. The Employer agrees to furnish all special tools, protective clothing, and protective equipment when required.

**SECTION 44-4.** An employee may request, in writing, to their supervisor to have another employee in the work area while performing a specific duty. The supervisor will make the determination, in writing, of whether or not the degree of hazard justifies the presence of another employee.

**SECTION 44-5.** Accident reports, when requested, will be provided to the Union within the purview of the Privacy and Freedom of Information Acts.

**SECTION 44-6.**

- a. Working in permit-required confined spaces will be in accordance with 29 CFR 1910.146.
- b. When employees are working within permit-required confined spaces, the Employer should ensure the buddy system is used.

**SECTION 44-7.** If an employee has a reasonable belief that, under the circumstances, a task poses an imminent risk of death or serious bodily harm, the employee shall immediately report the situation to his or her supervisor. If the supervisor cannot determine whether the task and conditions are safe, the supervisor will request the Safety Office to inspect the situation. The supervisor will stop the work assignment until the Safety Office determines the working conditions are safe.

**SECTION 44-8.**

- a. The Employer will normally maintain safe and healthy temperatures in office buildings and regularly occupied workspaces.
- b. Adequate ventilation shall be provided in regularly occupied workspaces so as to reduce harmful concentrations of industrial chemicals and chemical irritants in accordance with law, rule and regulation.
- c. All regularly occupied workspaces will be adequately lighted in accordance with applicable law, rule and regulation.

**SECTION 44-9.**

- a. Provisions of 29 CFR 1910.178 will be followed with respect to the use of forklifts and other powered industrial trucks.
- b. The Employer will insure that preventive maintenance is conducted on all industrial trucks in accordance with applicable standards.

**SECTION 44-10.** The Employer shall make regular and periodic industrial hygiene studies of environmental conditions which may impair employee health including excessive noise, dirt, vapors and other potentially harmful conditions in accordance with law, rule and regulation.

**SECTION 44-11.** Upon request, the Employer shall provide copies of Material Safety Data Sheets, without charge, to the potentially exposed employee and/or his or her designated union representative.

**SECTION 44-12.**

- a. The Employer agrees to assure response, as soon as practicable, to employee reports of unsafe and unhealthful working conditions and require an inspection in accordance with applicable regulations. The Installation Safety Office shall provide the Union a copy of such documentation, upon request, in accordance with the Privacy Act and Freedom of Information Act.
- b. When a bargaining unit employee requests union representation when Post Safety, occupational health or ergonomics team conducts an inspection in a bargaining unit area, a union representative may be present at the scheduled time of the inspection.
- c. When there is an OSHA inspection or an inspection as a result of an employee complaint, the Employer will contact the Union office and afford the Union an opportunity to be present at the time of the inspection.
- d. The Employer agrees to post, in accordance with applicable regulations, notices of hazardous conditions discovered in any workplace.
- e. The Employer agrees to assure prompt abatement of unsafe or unhealthful working conditions. When this cannot be accomplished, the Employer agrees to develop an abatement plan setting forth a timetable for abatement and a summary of interim steps. Employees exposed to such conditions shall be informed of the abatement plan.

**SECTION 44-13.**

- a. The Employer shall assure the right of anonymity for those employees who report an unsafe or unhealthful working condition.

- b. The Employer shall ensure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in an agency occupational safety and health program.

**SECTION 44-14.** The Employer agrees to notify of and allow the Union to attend the CG Quarterly Safety Council.

**SECTION 44-15.** Asbestos handling will be conducted in accordance with applicable regulations.

## ARTICLE 45

### **EXCHANGE FACILITIES**

Employees shall be allowed to use authorized exchange concession snack bar and lunch facilities during appropriate periods.

## ARTICLE 46

### **CHILD CARE CENTER**

**SECTION 46-1.** The Employer agrees that employees may utilize existing or new facilities subject to the established procedures of the center.

**SECTION 46-2.** The cost for use of the facilities will be borne by the user and will be at the rate established by the center.

**SECTION 46-3.** Utilization will be on a first come first serve basis under the provisions of AR 608-1.

## ARTICLE 47

### **SOLICITATION**

**SECTION 47-1.** Agency authorized savings bond and charitable drives will be actively supported by the parties.

**SECTION 47-2.** No employee will be coerced to contribute to any savings bond or charitable drive.



## ARTICLE 48

### UNION REPRESENTATION ON COUNCILS, COMMITTEES AND PANELS

A Union representative may participate on installation sponsored advisory committees, councils and panels to the extent that it does not interfere with management rights under 5 USC 7106.

## ARTICLE 49

### MID-TERM BARGAINING

**SECTION 49-1.** The parties recognize that changes in personnel policies and practices and conditions of employment may become necessary in the exercise of management rights under provisions of 5 USC Section 7106. In such instances of change where there is impact to bargaining unit working conditions, the Union will be notified of the Employer's intent to make a change. In instances where there is more than a *de minimus* impact to bargaining unit working conditions, the Union will be afforded its rights under 5 USC Section 7114.

### **SECTION 49-2.**

- a. If the Employer believes Union input to a change in bargaining unit working conditions is necessary, the Employer will provide the Union an opportunity period to comment or provide input to a proposed change prior to notification of the change.
- b. Prior to implementing negotiable changes in personnel policies, practices or matters affecting conditions of employment, the Agency's designated official will present the Union with a notice of the proposed change in writing and offer the Union the opportunity to negotiate on the change. If the supervisor or management official can foresee a planned change will affect a bargaining unit employee in any manner, the supervisor or management official should contact the Agency's designated official.
- c. The following bargaining procedures will apply:
  1. The supervisor or management official will send the proposal to the CPAC for forwarding to the Union and determination of whether the Union will be afforded the opportunity to negotiate. The proposal will state the nature of the change(s), the reasons for the change(s), possible adverse impact, and proposed implementation date. If the opportunity to negotiate is provided, the Union will have fifteen (15) calendar days to review the proposal and submit specific negotiable proposals (i.e. actual desired language for the Agreement) in writing to the Agency's designated official. Failure by

the Union to submit negotiable proposals or request an extension within this time frame shall permit the Employer to implement the change without bargaining.

2. Negotiations will begin not later than ten (10) workdays from the Agency's designated official receipt of the Union's proposals unless the representative from CPAC and the Union President, or his or her designee, mutually agree on a different starting date. If the Parties are bargaining over the impact and implementation of a change in working conditions and have not reached agreement thirty (30) calendar days after the negotiations begin, the Employer may implement those portions of the change the parties have agreed to. The remaining unagreed portions of the change will either continue to be negotiated or the Parties will continue to try to resolve the impasse by working with the Federal Mediation and Conciliation Services and Federal Service Impasses Panel.
3. If either party submits written questions on a proposed change or Union proposal and the parties are working to address those questions, the time limit will be extended up to ten (10) workdays after the questions are answered.
4. If there are compelling circumstances, the parties can mutually agree to extensions of any timeframes in this section.
5. The Employer may implement a proposed change before completing negotiations if the Employer provides the Union written notice identifying the overriding exigency of the business and the Union's proposals that will and will not be implemented.

**SECTION 49-3.** The Agency shall provide the Union a current list, by Directorate, of approved negotiators with signature authority within thirty (30) days of execution of this Agreement. The Agency shall provide notice of any changes within three (3) workdays of any change.

## **ARTICLE 50**

### **TELEWORK**

**SECTION 50-1.** For the purposes of this Agreement, telework refers to an employee's performing assigned duties at a location other than the official duty station. Such an alternative duty station (ADS) can include but is not limited to a government or private telework center, or the employee's home. The Fort Knox Telework Program will be governed by applicable law, government-wide rules and regulations, this Article and the Fort Knox Telework Policy.

**SECTION 50-2.** All positions will be considered eligible to participate in telework, subject to management approval, unless the Agency can demonstrate that circumstances directly related to the accomplishment of that work unit's mission prohibit the performance of that position

anywhere but the Agency's workplace. Such circumstances could include employees working with classified materials, physically maintaining facilities, or employees required to be in the office for meetings in which issues or materials must be reviewed or modified via personal contact, or to utilize office resources.

**SECTION 50-3.** The two types of telework agreements are regular and recurring or ad hoc.

- a. Regular telework is an arrangement by which an employee would work at an alternate workplace for a predetermined day or number of days each pay period.
- b. Ad hoc telework permits work at an alternative worksite on an occasional, one-time, or irregular basis in situations that include special work projects or tasks and as a temporary accommodation for persons with disabilities or medical restrictions.
- c. The two types of telework are not mutually exclusive.

**SECTION 50-4.** All employees who meet the following criteria are eligible to participate in Telework.

- a. The employee occupies a position that meets the eligibility criteria in Section 50-2 of this Article.
- b. The employee is willing to sign and abide by the Telework Program request and agreement (FK Form 5102-E).
- c. The employee is not on a Performance Improvement Plan (PIP), as provided in Article 60, Performance Management.
- d. The employee has a performance rating of "fully successful" or equivalent; and
- e. The employee must not have on file a current leave restriction letter or a written counseling or other memorandum due to misconduct or poor performance. The employee must not have received a suspension, or demotion for misconduct or poor performance within the one year prior to the start of the proposed telework.

**SECTION 50-5.** Employees serving in a probationary period or formal training period may not participate in the telework program.

**SECTION 50-6.** Prior to participating in the Telework Program, employees will be required to complete, annually or as needed, a Telework Program Agreement, FK Form 5102-E.

**SECTION 50-7.** The employer shall document approval or denial of the request as soon as possible but not later than five (5) workdays after submission. The requesting employee shall be provided a copy of completed FK Form 5102-E.

**SECTION 50-8.** The Agency will provide necessary office supplies and equipment to employees who telework in accordance with the Fort Knox Telework Guide, law, rule and regulation.

**SECTION 50-9.** On a case-by-case basis, the employee and supervisor may mutually agree to change the established schedule to meet mission needs.

**SECTION 50-10.** Employees may be required to report to the installation for scheduled training, conferences, other meetings, or to perform work on a short term basis that cannot otherwise be performed at the ADS or accomplished via telephone or other reasonable alternative methods.

**SECTION 50-11.** Employees may be required to report to the installation for emergency operational exigencies to perform agency work which cannot otherwise be performed on another workday, at the ADS, via telephone or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice and be provided a reasonable time to report.

**SECTION 50-12.** Removal from the Telework Program.

- a. The employer may remove an employee from the Telework Program due to any of the following:
  1. The employee no longer meets the criteria in accordance with Article 50-3.
  2. The employee's failure to adhere to the requirements specified in the Telework Program Agreement.
  3. The employee has demonstrated performance or conduct issues including, but not limited to, reduced work production, non-responsiveness to telephone calls, non-availability, or working at the ADS has proved to place an undue burden on other staff.
  4. The work must now be done at a different location.
- b. Normally, employee will not be removed from participation for single or minor infractions of the Telework Program requirements.
- c. When a decision is made to remove an employee from the Telework Program, the employee must be given written notice indicating the reason(s) for removal. Unless otherwise specified, the employee may reapply for Telework Program participation upon correction of the deficiency that caused the removal from the program.

**SECTION 50-13.** Employees will promptly inform managers whenever any problems arise at the telework site which adversely affects their ability to perform work at the ADS. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc. In such cases, the employee may request annual leave or report to the regular work place.

**SECTION 50-14.** Employees performing work at the ADS are subject to the same requirements as they would be if they were performing work at the official duty station. Employees will continue to be covered by all provisions of this Agreement.

**SECTION 50-15.** The Employer will reimburse employees for official travel in accordance with the Fort Knox Telework Guide, law, rule and regulation.

**SECTION 50-16.** When employees are released from duty for all or part of the day at the installation as a discretionary benefit, such as closing down early the day before a holiday, employees who are teleworking that day will be released from duty for the same amount of time.

**SECTION 50-17.** The employee will be responsible for home maintenance, or any other incidental costs (e.g., electricity) associated with the use of the ADS. The employer will be responsible for the maintenance and repair of government owned equipment (e.g., a government owned computer). The employee will be reimbursed for appropriately authorized (in advance, if appropriate) expenses incurred while conducting business for the employer as provided for by the Fort Knox Telework Guide, law, rule and regulation.

**SECTION 50-18.** Prior to establishing satellite office locations, the parties will negotiate consistent with Article 49 of this Agreement.

**SECTION 50-19.** All other practices and procedures governing telework are as described in the Fort Knox Telework Policy.

## ARTICLE 51

### **INFORMATIONAL PICKETING**

**SECTION 51-1.** The Union, at their discretion, shall be allowed to establish informational picketing at the outside of each active checkpoint to Fort Knox so long as it is in conformance with all provisions of this article.

**SECTION 51-2.** The Union shall notify the Employer of the informational picketing at least four (4) workdays prior to the picketing, whenever possible. The Union shall coordinate with and obtain approval from the Agency as to the location of the informational picketing.

**SECTION 51-3.** Employees shall be allowed to participate in this picketing on annual leave or leave without pay, subject to mission requirements, or on off-duty time. Non-employees may participate subject to any and all installation access regulations.

**SECTION 51-4.** Leaflets and other material may be handed out and media coverage shall be allowed during the picketing so long as it does not interfere with mission requirements.

**SECTION 51-5.** No more than one (1) sign per person will be allowed during picketing.

## **ARTICLE 52**

### **TIME AND ATTENDANCE REPORTS**

All employees will be allowed access to their completed time and attendance (T&A) reports. Employees that do not have full access to their T&A reports via an automated system (e.g., Automated Time, Attendance and Production System (ATAAPS) and other approved systems) will be allowed access to their completed T&A reports through coordination with their supervisory chain of command or by coordinating in person with the applicable payroll Customer Service Representative (CSR) office. Employees will be required to show proof of identity (picture ID) to obtain access to T&A reports from the CSR office.

## **ARTICLE 53**

### **PERSONNEL FILES**

**SECTION 53-1.** An employee, upon request, shall be provided access to his or her Official Personnel File (OPF) and his or her Employee Performance File (EPF).

**SECTION 53-2.** An employee can electronically access his or her SF-50s through MyBiz or any available electronic format.

**SECTION 53-3.** If a supervisor maintains a hard copy Supervisor's File on Employee, an employee or his or her designee, upon request, shall be provided access to the file. The file will be maintained in a secure location. Access to a Supervisor's File on Employee will be limited to management officials and confidential employees with a need to know, except where access is required by law. The file will be maintained in accordance with local policy.

## **ARTICLE 54**

### **DUES WITHHOLDING**

**SECTION 54-1.** Any employee in the bargaining unit may authorize a voluntary allotment of pay for the payment of union dues provided the employee has voluntarily submitted a properly completed Standard Form 1187, Request for Payroll Deductions for Labor Organization Dues, and has a sufficient amount of net pay remaining to cover the amount of the allotment after all other legal and required deductions have been made. Employees desiring to initiate an authorization for dues withholding may obtain an SF 1187 from any AFGE steward or official. There shall be no cost to the Union for dues deduction.

**SECTION 54-2.** The Union shall be responsible for obtaining Standard Form 1187, distributing the form to its members, certifying as to the amount of dues, and informing and educating its members on the program for allotments for payments of dues and the uses and availability of the required form.

**SECTION 54-3.** The Union will process all voluntary authorizations and forward the forms to the Fort Knox CPAC. Deductions will commence upon the first full pay period following receipt in the Fort Knox CPAC.

**SECTION 54-4.** Union dues will be withheld from each regular payroll period. The amount to be withheld will be the amount that the Union determines as the regular biweekly dues of that member. When the amount of regular dues is changed by the Union, the chief of the applicable civilian pay section will be notified, in writing, by the Union President of the rate of the amended dues structure. The amended amount will be put into effect at the beginning of the first full pay period following receipt of the notice by the chief of the applicable civilian pay section. Only one such change may be made in any calendar year.

**SECTION 54-5.** The Employer will terminate an allotment when:

- a. The Union loses exclusive recognition.
- b. An employee may elect to withdraw the authority to withhold dues from his pay on his first anniversary date, one year from the effective date of his allotment, or each year thereafter on his anniversary date, provided that said employee submits a SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, to the applicable civilian pay section no earlier than 30 calendar days prior to his anniversary date. The SF 1188 must be dated by the employee no earlier than 30 calendar days prior to their anniversary date. It must also be submitted and received by the applicable civilian pay office within the 30 calendar day time frame. Said revocation shall become effective the first full pay period after the anniversary date.
- c. Notification is received that an employee has been suspended or expelled from the Union.

**SECTION 54-6.** The Employer will make remittances of all dues withholding and related reports as follows:

- a. Remittances will be made not later than 3 working days following the day on which the related salaries are paid to the employees.
- b. The employee organization dues report will be furnished directly to AFGE, Local 2302.

**SECTION 54-7.** Errors in dues withholding will be corrected and adjusted within 30 calendar days after discovery of the error. If an error results in the Union being owed money, the Agency shall reimburse the Union that money with interest. If the Union is not scheduled to receive a remittance check after discovery of the error, the Union will refund the amount of the error within 30 calendar days.

## **ARTICLE 55**

### **EMPLOYEE LIST**

**SECTION 55-1.** The Employer shall furnish the Union a list of the names of the bargaining unit employees, positions/titles, Bargaining Unit Status (BUS) Codes, occupational series, grades, work location and duty stations on a monthly basis.

**SECTION 55-2.** The Employer shall furnish the Union with a list of employees assigned to specific shifts upon request.

## **ARTICLE 56**

### **FINANCIAL LIABILITY INVESTIGATION OF PROPERTY LOSS (FLIPL)**

Employees, upon request, shall be allowed a union representative during any part of a FLIPL in which the employee participates.

## **ARTICLE 57**

### **OUTSOURCING BARGAINING UNIT WORK**

**SECTION 57-1.** The Employer agrees to consult with the Union regarding any function within the bargaining unit identified for possible outsourcing as allowed by law, rule or regulation. Upon request of either party, the Employer and Union will meet, not more than once per month unless mutually agreed otherwise, to provide the Union with information regarding the status of outsourcing efforts affecting bargaining unit employees. At the request of the Union, the Employer shall release information and/or documentation not prohibited by laws, rules or regulations



regarding outsourcing efforts affecting bargaining unit employees. The information shall be provided at no cost to the Union.

**SECTION 57-2.** Briefings will be conducted by the Employer for the purpose of providing information on outsourcing initiatives to affected bargaining unit employees and the Union will be given an opportunity to attend.

**SECTION 57-3.** The Union will be afforded the opportunity to be represented at formal discussions, facility/work area tours, and bid openings conducted by the Employer for outsourcing initiatives affecting bargaining unit employees, except when such actions are an integral part of the Employer's deliberation process or prohibited by laws, rules or regulations.

**SECTION 57-4.** The Employer agrees to consider actions to minimize the impact on bargaining unit employees when a function is outsourced.

**SECTION 57-5.** The Union may independently suggest potential efficiencies to in-house operations for activities containing bargaining unit employees that are being considered for outsourcing.

## **ARTICLE 58**

### **MOBILIZATION CONDITIONS**

The Employer will consider Union input on mobilization situations at the earliest possible time consistent with the situation and as permitted by law. Such input will be given due consideration commensurate with the situation.

## **ARTICLE 59**

### **EMERGENCY PLANS**

The Employer will consider Union input on emergency plans at the earliest possible time consistent with the situation and as permitted by law. Such input will be given due consideration commensurate with the situation.

## ARTICLE 60

### PERFORMANCE MANAGEMENT

Employees are currently evaluated on standards, objectives or responsibilities under the Total Army Performance Evaluation System (TAPES), AR 690-400, Chapter 4302; 5 USC, Chapter 43; 5 CFR 430 and 432 and definitions contained in 5 CFR 430.203. Any future revisions/changes required to Army's performance appraisal system which are required by law, government-wide, DoD, or Army regulations will supersede the current TAPES system and will be negotiated to the full extent required by law prior to implementation. Until such negotiation and implementation occur, the provisions of Article 60, "Performance Management" in the 2001 LMA between the parties shall remain in effect.

## ARTICLE 61

### MERIT PROMOTION PROGRAM

**SECTION 61-1.** The Merit Promotion Program shall be administered by Fort Knox Regulation 690-5, this agreement, applicable laws, rules and regulations.

**SECTION 61-2.** Upon written request, CPAC will respond to inquiries regarding rating of applicants.

**SECTION 61-3.** Upon written request after notification of an interview, the selecting official will provide a copy of or access to the position description for the position to which the employee has been referred, if all candidates being interviewed are provided the same copy or access.

## ARTICLE 62

### EMPLOYEES WITH DISABILITIES

**SECTION 62-1.** This article, applicable laws, rules and regulations will be the vehicle through which disabled employees are placed, advanced, and retained in the Fort Knox work force.

**SECTION 62-2.** Employees who are disabled as defined by the Americans with Disabilities Act (ADA) and the Rehabilitation Act will be afforded a reasonable accommodation in accordance with the ADA, the Rehabilitation Act and local policy and regulation.

**SECTION 62-3.** Fort Knox is committed to providing reasonable accommodation to its employees and applicants for employment who are disabled as defined by the ADA and the Rehabilitation Act in order to assure that individuals enjoy full access to equal employment opportunities at Fort Knox.

## ARTICLE 63

### AWARDS

**SECTION 63-1.** The Incentive Awards Program shall be administered in accordance with AR 672-20, local guidance, applicable laws, rules and regulations and this article with the intent to improve the image and motivating factors of the award program in general.

**SECTION 63-2.** Each Commander/Director will develop their own plan and any major changes with the involvement of a cross section of employees in their organization. All initial plans and any major changes to the plan will be staffed through the Union and Fort Knox CPAC for comment and insurance of adherence to incentive award objectives in AR 672-20. Each Commander/Director will make the final plan.

**SECTION 63-3.** All organizations from the lowest level to the highest level will ensure that awards program results are consistent in terms of total dollar amounts and number granted, in accordance with established fiscal year program objectives.

**SECTION 63-4.** Employees may nominate other employees for Special Act Awards and Time-Off Awards. Consideration of nominations will be in accordance with the organization's incentive awards program.

**SECTION 63-5.** Incentive and/or honorary award nominations by supervisors or employees should be submitted at any time during the year in accordance with AR 672-20.

**SECTION 63-6.** Each organization's incentive award program will provide for incentive award ceremonies. Award recipients are not required to attend incentive award ceremonies.

**SECTION 63-7.** No employee or supervisor will be involved in the approval process of an award that would create a conflict of interest.

## ARTICLE 64

### REOPENING

**SECTION 64-1.** After the Agreement has been in effect for at least twelve (12) months, it can be opened for amendment or supplement by either or both parties. The party requesting to reopen the Agreement shall make a request to negotiate at least thirty (30) days prior to the twelfth month. The parties shall exchange proposals within (30) days of making a request to negotiate. Negotiations will begin within fourteen (14) to twenty-one (21) days of the exchange of proposals. Each party can only reopen four (4) articles during the term of the Agreement.

**SECTION 64-2.** In addition, this Agreement shall be opened for amendment when the Agency is directed by laws, government-wide rules or regulations, or compelling need to make a change that would invalidate any provision of this Agreement. However, in this case, only the invalidated provision shall be opened for amendment in accordance with 5 USC 7117.

## ARTICLE 65

### **INFORMATION REQUESTS**

**SECTION 65-1.** The following procedures shall be used when requesting and responding to requests for information, pursuant to USC 7114(b)(4). The Union shall submit all requests, in writing, to the appropriate Command/Directorate, with a copy to the Agency's designated official. Each request shall contain a request for specific, identifiable information. Each request shall express the particularized need for the information.

### **SECTION 65-2.**

- a. Within ten (10) workdays after the receipt of the information request, the Agency shall either:
  1. Provide the information requested;
  2. Inform the Union, in writing, that the information (all or a specific portion) shall not be provided and the specific reason(s) the Agency is refusing to provide the information;
  3. Ask for clarification from the Union on all or a specific portion of the information request or the stated particularized need; and/or
  4. If the information cannot be provided within ten (10) workdays, the Agency shall inform the Union, in writing, of the date the information shall be provided and the reason(s) the information could not be provided with the ten (10) workdays.
- b. If the Agency asks for clarification, the Union shall provide a response, in writing, within ten (10) workdays of the receipt of the request for clarification.
- c. The Union shall have ten (10) workdays from receipt of the Agency's final response to the information request to initiate any required meeting or action.

## ARTICLE 66

### **DURATION AND TERMINATION**

**SECTION 66-1.** This agreement shall take effect thirty (30) days from signature, subject to the provisions of 5 USC 7114(c). This agreement will remain in effect for three years. It will remain in effect for yearly periods thereafter, automatically renewing itself on the effective anniversary date unless either party gives written notice not more than sixty (60) calendar days prior to the expiration date. Upon receipt of this written notice, both Parties shall meet within thirty (30) calendar days to begin negotiations on ground rules.

**SECTION 66-2.** Any supplements or amendments to this agreement that are entered into by the Parties shall become a part of and shall terminate at the same time as this agreement unless otherwise expressly agreed to, in writing, by the Parties.

## **ARTICLE 67**

### **DISTRIBUTION OF THE AGREEMENT**

**SECTION 67-1.** The Employer will provide each bargaining unit employee a web link to an electronic copy of this agreement once it has been approved and published that can be printed one (1) time from a government computer. The Employer will furnish the web link to each new bargaining unit employee. The Union will be provided one hundred fifty (150) copies of the agreement in 8 ½ x 11 format.

**SECTION 67-2.** As a part of their orientation, new employees hired in a position included in the bargaining unit will be advised of the recognized relationship between the Employer and the Union. The list of Union officials and stewards, provided by the Union, will be included on the CPAC website at <https://knoxdoim815\portal\cpac\index.asp>.

## **ARTICLE 68**

### **EMERGENCY MEDICAL SERVICES**

**SECTION 68-1.** The Employer shall provide the following for Emergency Medical Services (EMS) employees, subject to applicable laws, regulations or limitations:

- i. Suitable sleeping accommodations for each employee, including a bed with mattress and box springs (or spring system built into bed frame), two pillows, and bed linens with one blanket. The Employer shall provide a work environment with designated quiet hours or other means to allow employees an adequate and uninterrupted sleeping period, subject to emergency situations;
- j. One full-size locker for each employee;

- k. One flat-screen color television (no smaller than 32" diagonal screen) with connectivity to the installation-authorized basic cable television subscription;
- l. Telephone service with off-post access. Use of government telephones by employees will conform to all laws, regulations, or other directives in effect and applicable to federal government employees;
- m. Meal preparation capabilities to include, at a minimum, a microwave oven and refrigerator;
- n. Facility entry and exit access in accordance with applicable fire and safety codes;
- o. Access to shower facilities in the EMS Building; and
- p. EMS shifts shall be selected in accordance with Article 9.

#### **SECTION 68-2. Uniforms**

All EMS employees are required to wear a uniform during duty hours which will provide ready identification as a Fort Knox EMS employee. The uniform shall be issued by the Employer.

#### **SECTION 68-3. Protective Clothing/Personal Protection Equipment.**

The Employer shall provide required protective clothing and personal protection equipment for EMS employees that conform to current standards. When changes to the required standards occur, the Employer shall order additional or replacement protective clothing within 45 calendar days of becoming aware of such changes, subject to funding availability. EMS employees will wear the protective clothing as required by the Employer in accordance with applicable laws, regulations, and other directives. EMS employees will perform user maintenance on protective clothing, though not at personal expense.

### **ARTICLE 69**

#### **DA POLICE AND GUARDS**

**SECTION 69-1** Specific tour of duty options for DA Police and DA Guards, including Alternate Work Schedules (AWS), are generally covered in separate alternate work schedule agreements between the Employer and Union. Work schedules currently in place for bargaining unit employees at the time of this agreement shall remain in effect until the Employer negotiates subsequent work schedule changes with the Union prior to implementation.

**SECTION 69-2** When patrolling, DA Police shall be allowed to stop in their Government Owned Vehicles (GOV) at a facility providing food on the installation in accordance with the current installation policy.

**SECTION 69-3** The Agency shall provide break rooms and bathrooms exclusively for the use of DES employees at each regularly manned access gate to the installation. The Agency shall provide controlled-access bathrooms for the use of DA Police and DA Guards at the police station.

**SECTION 69-4** Day lockers will be provided to DA Police and Guards for their use during their shift on a first come, first served basis.

**SECTION 69-5** DA Police and Guards will have access to telephones with off-post access. Use of government telephones by employees will conform to all laws, regulations, or other directives in effect and applicable to federal government employees.

## ARTICLE 70

### DEFINITIONS

**SECTION 70-1.** Any terms used in this agreement that are not defined in 5 United States Code, Chapter 71 or elsewhere in this Agreement shall be interpreted as defined in the current edition of the "Black's Law Dictionary."

**SECTION 70-2.** The following list of definitions will be used in applying terms that appear in this Agreement.

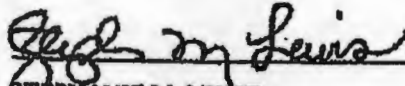
- a. Confidential employee: an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations (5 USC § 7103(a)(13)).
- b. Employee: an individual employed in an agency or whose employment in an agency has ceased because of any unfair labor practice under section 7116 of Title 5 and who has not obtained any other regular and substantially equivalent employment, as determined under regulations prescribed by the Federal Labor Relations Authority (5 USC § 7103(a)(2)).
- c. Management Official: 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 (5 USC § 7103(a)(11)).
- d. Party: the Employer and the Union.
- e. Supervisor: 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 to exercising such authority (5 USC § 7103(a)(10)).

- f. Union: Local #2302, American Federation of Government Employees, AFL-CIO.
- g. Seniority: employment status based on service computation date (leave).
- h. Shifts: Both the days and hours of work.



**FOR THE EMPLOYER:**




STEPHANIE M. LEWIS  
Chief Negotiator, Labor Officer

21 July 2016  
Date



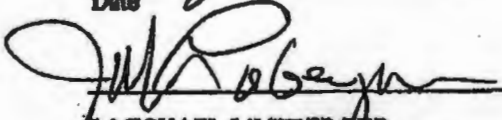
ROBERT S. CORNES  
U.S. Army Medical Department Activities

8 Aug 2016  
Date



COL BRAD P LUEBBERT  
HQ, U.S. Army Recruiting Command

3 Aug 2016  
Date



J. MICHAEL LINEBERGER  
Director, Logistics Readiness Center

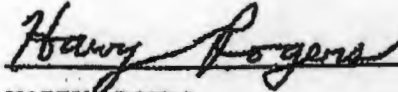
2 August 2016  
Date



SCOTT BROCKMAN  
Program Advisor, MICC

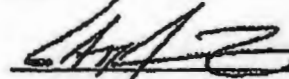
2 August 2016  
Date

**FOR THE UNION:**



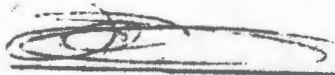
HARRY ROGERS  
President, AFGE Local 2302

25 July 2016  
Date



PETE KOVAC  
AFGE Chief Steward

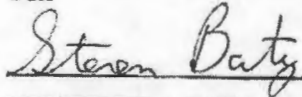
20 July 2016  
Date



COL DAVID B. FERGUSON  
U.S. Army Dental Activity

2 August 2016

Date



LTC STEVEN A. BATY  
Public Health Command District Fort Knox

3 August 2016

Date



RICHARD N. CHISM  
Deputy Director, NEC

16 August 2016

Date

Approved by the Department of Defense on September 15, 2016