

## PREAMBLE

The parties mutually recognize that the Congress of the United States has proclaimed that labor organizations and collective bargaining in the Civil Service are in the public interest. In keeping with this proclamation, the parties, the United States Army Aviation Center, the United States Army Aeromedical Center, the United States Army Dental Clinic Command, the United States Army Safety Center, and the United States Army Aviation Technical Center, hereinafter called the Employer, and American Federation of Government Employees, Local 1815, AFL-CIO, hereinafter referred to as the Union, have mutually agreed on the various articles identified in this agreement. Agency managers, supervisors, and bargaining unit members are cautioned to remember that Title 5 pertains to federal employees, and Title 10 applies to the active military. The Collective Bargaining Agreement (CBA) shall be reviewed semi-annually to ensure references and Articles are current.

## ARTICLE 1

### RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative of all employees in the units as defined in Section 2 of this Article. For the purpose of this agreement, a definition of terms is contained in the attached glossary.

Section 2.

(a) The bargaining unit includes all nonprofessional General Schedule employees at the United States Army Safety Center, all professional and nonprofessional General Schedule employees of the United States Army Aviation Center and Fort Rucker; the United States Army Aeromedical Center; the United States Army Dental Clinic Command, and the nonsupervisory, nonprofessional employees and the nonsupervisory professional employees in the United States Army Aviation Technical Test Center, Fort Rucker, Alabama.

(b) Excluded from the bargaining unit (a); all supervisors, management officials, temporary employees, employees assigned to other tenant activities, guards, professional employees of the United States Army Safety Center, and the employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## ARTICLE 2

### RESPONSIBILITY TO NEGOTIATE/PRECEDENCE OF LAW

Section 1. In the administration of all matters covered by this agreement, officials and employees shall be governed by existing or future federal laws (United States Code), existing government-wide rules (Code of Federal Rules) and Department of Defense (DOD) and army regulations implementing federal laws and rules and DOD directives. The following is extracted from 5 U.S.C Section 2302.. "The head of each agency shall be responsible for the prevention of prohibited personnel practices, for the compliance with and enforcement of applicable civil service laws, rules, and regulations, and other aspects of personnel management..." "Any individual to

whom the head of an agency delegates authority for personnel management, or any aspect thereof, shall be similarly responsible.”

Section 2. The Employer shall not implement change to existing, or new, policy, procedure, rule or regulation until the parties have fulfilled their responsibility to negotiate in accordance with Title 5, U.S.C. Section 7117.

### ARTICLE 3

#### APPROPRIATE MATTERS FOR NEGOTIATION

Section 1. The representative of an agency and the exclusive representative of employees in an appropriate unit in the agency agree to meet at reasonable times and to negotiate in a good-faith effort to reach agreement with respect to conditions of employment:

(a) “conditions of employment” are defined in 5 U.S.C. Section 7103(a)(14) which addresses personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions,

(b) “conditions of employment” do not include policies, practices, and matters –

(1) relating to political activities prohibited under subchapter III of chapter 73 of this title;

(2) relating to the classification of any position; or

(3) to the extent such matters are specifically provided for by Federal Statute.

(c) “collective bargaining” is defined at Section 7103(a)(12) and means the performance of the mutual obligation of the representatives of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

(d) negotiations will be accomplished using designated Employer and Union negotiators authorized to make decisions.

### ARTICLE 4

#### RIGHTS AND RESPONSIBILITIES OF EMPLOYER

Section 1. Subject to Section 3 of this Article, the Employer retains the unilateral right, in accordance with applicable laws, to determine the mission, budget, organization, number of employees and internal security practices of the Employer.

Section 2. Subject to Section 3 of this Article, the Employer retains the unilateral right, in accordance with applicable laws:

- (a) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
- (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- (c) 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
- (d) to take whatever actions may be necessary to carry out the agency's mission during emergencies.

Section 3. Nothing in this Article shall preclude the Employer and the Union from negotiating

- (a) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty or on the technology, methods and means of performing work;
- (b) procedures which management officials of the Employer will observe in exercising any authority under this article; or
- (c) appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

## **ARTICLE 5**

### **RIGHTS OF THE EMPLOYEES**

Section 1. In accordance with 5 U.S.C. Section 7102, each employee shall have the right to form, join, or assist any labor organization, 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. Except as otherwise provided under the Civilian Service Reform Act, such right includes the right:

- (1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees IAW Title 5 U.S.C. Chapter 71 Labor Management Relations.

Section 2. An exclusive representative of an appropriate unit in an agency and employees within the bargaining unit shall be given the opportunity to be represented at –

- a. any formal discussion between one or more representatives of the agency 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; or

b. any examination of an employee in the unit by a representative of the agency in connection with an investigation if –

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation. (Reference US Code: Title 5, Chapter 71, section 7114(a)(2)(A)(B).

Section 3. The parties agree that employee participation in the Combined Federal Campaign, Blood Donor Drives, Bond Campaigns, and other worthy projects will be on a voluntary basis. This does not preclude giving publicity and encouragement to employees to contribute. An employee not choosing the payroll deduction method in charity drives shall have the right to keep his/her gift anonymous by use of a plain envelope. The Employer will not require or coerce employees to invest their money, donate to charity or participate in these activities. Participation or nonparticipation will not advantage or disadvantage employees.

## ARTICLE 6

### RIGHTS AND RESPONSIBILITIES OF THE UNION

Section 1. In accordance with 5 U.S.C. Chapter 71, the union shall have the responsibility to represent all members of the bargaining unit and is responsible to represent them in accordance with 5 U.S.C. 7114 and other applicable laws.

Section 2. The Union shall have the right to present its interests to the Employer, either orally or in writing, and to have such interests considered in the formulation and development, and to negotiate the impact and implementation of personnel policies and practices, and matters affecting work conditions as provided for by law.

## ARTICLE 7

### LABOR-RELATIONS COMMITTEE

Section 1. VISION: We are forging a new partnership based on mutual respect, understanding and trust. This partnership initiates a new labor-management culture, which is intended to result in improved efficiency and effectiveness in performing our mission and in serving our employees. Our combined effort will promote an environment where our people are well informed, trained, highly valued and enjoy a high quality of life.

Section 2. Title 5 of the United States Code (U.S.C.) Government Organization and Employees provides Congressional directions and policy to Agency manager and employee Union representatives pertinent to federal employee management.

Section 3. Two-way cooperation is essential to the development of an effective partnership. Partnership decisions will be based on full and open discussions; we will bargain, share information, and conduct discussions in good faith striving to achieve consensus on decisions that

best serve the country, the Army, our soldiers and employees; our process will stress fairness, equity, and high personal accountability.

Section 4. The Labor-Management Council will be comprised of two (2) members from the Union and two (2) members from management.

Section 5. The parties will meet on an as needed basis concerning the implementation of this Agreement and other related matters in their work areas. Meetings between the Union and Employer will normally be conducted during regular working hours. When appropriate, no official notice is required and meetings will be arranged at the convenience of both parties as soon as possible after the desire is indicated.

- a. Meetings will be CO-chaired by labor representative and a management representative. Labor CO-chair will be the union president and management co-chair will be the garrison deputy.
- b. Topics discussed shall be of labor and management importance and shall be those that meet the spirit and intent of the Agreement.
- c. Members will submit agenda items to be discussed with background information and issues as appropriate.
- d. The co-chairs will determine when discussions are complete. If consensus cannot be reached, the co-chairs will decide whether to a) appoint a team to study the issue and provide recommendations to the council; or b) table the matter.
- e. Meetings will be conducted in a manner that promotes open dialogue and discussion rather than in a rigidly structured manner.
- f. In order to better serve the Fort Rucker community, the Labor-Management Council, its partnership will comply with the Collective Bargaining Agreement (CBA).
- g. This Partnership Agreement will be reviewed and/or modified on a yearly basis or as agreed to by the council.

Section 6. An agenda prepared jointly by the Union and Civilian Personnel Advisory Center on key areas of disputes, will be used to set the tone of each meeting.

## ARTICLE 8

### LOCAL REPRESENTATION/OFFICIAL TIME

Section 1. The Employer will recognize all Union Representatives authorized by the Union. The Union shall furnish the Employer in writing, as changes occur, a list of all officers and representatives to include the name and organization. The Union has the responsibility to name representatives as needed.

Section 2. Official time, IAW 5 U.S.C. 7131, during duty hours will be granted, without loss of pay or benefits, including applicable premium pay, to permit the Union representatives to carry

out their representational responsibilities to the employees. Prior to leaving their work site on official time, Union officials or representatives will coordinate agreement with management. The Union will provide supervisors a formatted written request for named bargaining unit members to be placed in Official Time status on specific dates. Supervisors will provide the Union a written agreement by use of CONCUR/NONCONCUR blocks on the request form and by showing clock hours on dates that employees are placed in Official time status. The supervisors involved will grant permission unless compelling work commitments (mission) requirements dictate otherwise. Prior to or upon entering a work area other than his/her own, the Union representative will first advise the appropriate supervisor of his/her presence and the name(s) of the employee(s) to be contacted. If permission is denied, the Union representative will be informed of the reasons for denial and when he/she can reasonable expect to see the employee(s).

Section 3. The Employer recognizes that Union officials and representatives must devote a considerable amount of the time accomplishing representational duties and functions. One Union representative is authorized 100 percent of their duty time for Union business. One additional Union representative is authorized 50 percent of their duty time for Union business. This official will maintain this status for the entire period of their appointment or election. The performance rating for employee(s) on 100 percent official time will be in accordance with applicable regulations, currently 5 C.F.R., Part 430. In a reduction-in-force (RIF), these employees shall receive credit for performance in accordance with applicable RIF regulations, currently 5 C.F.R. 351.504. Performance appraisals for other Union officials/representatives who perform Union duties on official time will not be lowered on the basis of Union activities.

Section 4. Activities in which Union officials or representatives may appropriately engage themselves during duty hours without charge to leave or loss of pay include the following:

- (a) Receive, investigate, prepare, and present employee grievances to management.
- (b) Represent unit employees in formal disciplinary action proceedings when requested by employees.
- (c) Attend formal meetings between management officials and employees in accordance with 5 U.S.C. 7114(a)(2)(A) and (B).
- (d) Prepare for, observe and participate in arbitration hearings.
- (e) Negotiate with management officials over grievances, personnel policies or practices, or matters affecting working conditions of unit employees.
- (f) Prepare responses to management-initiated proposals for policies, procedures, or regulations.
- (g) Attend employee pre-grievance discussions.
- (h) Respond to management's grievances.
- (i) Participate in monthly Union/Management meetings.
- (j) Prepare reports required by law.

(k) Prepare proposals for negotiation.

(l) Prepare for, and conduct, negotiations to arrive at a collective bargaining agreement.

Section 5. An official record of time used by all employee Union representatives on representational activities will be kept on USAAVNC (CPAC) Form 1910-R, 15 Oct 98 (Appendix A).

Section 6. Activities concerned with internal management of the Union shall be performed only during non-duty hours of Union representatives and employees concerned. Examples of such activities are: solicitation of membership, collection of dues, and campaigning for Union Office.

Section 7. The Employer agrees that no Union representative will be arbitrarily transferred from one work area, work shift, or work week to another. Union representatives who are assigned to positions where shifts, workdays, or work areas are rotated, will rotate according to established rotation schedules.

Section 8. The Union will be provided a block of 400 hours of official time annually in conjunction with attendance of representatives at training sessions involving matters of mutual benefit to bargaining unit employees and the Employer and receive orientation indoctrination and training to fulfill their representational obligations under the statute. Attendance will be in the capacity of Union representative. The Union will provide training agenda to management and will request official time from the supervisor when the employee is scheduled to attend training. The Union will notify the supervisor when the employee is scheduled to attend training in order to coordinate the employee's absence. Copies of agenda, programs, description of the training, and certificate of training (if available) will be provided to the Employer upon request.

Section 9. Union representatives may be given duty time in conjunction with attendance at area, district, and national meetings/caucuses/conventions involving matters of concern to bargaining unit employees. Attendance will be in the capacity of Union representative.

## ARTICLE 9

### VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer shall deduct dues from the pay of all eligible employees who voluntarily authorize such a deduction and who are employed within the unit, in accordance with the provisions set forth herein.

Section 2. Union dues shall be deducted by the Employer from the employee's pay each payroll period when the following conditions have been met:

- (a) The employee's earnings are regularly sufficient to cover the amount of the allotment.
- (b) The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union.
- (c) Such completed form has been turned over to the Employer by the Union.

Section 3. The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General; distributing it to members; certifying as to the amount of dues; delivering completed forms to the Civilian Personnel Advisory Center (CPAC) Personnel Assistant under the guidance of Labor-Management Relations Specialist; and educating its members on the allotment program for payment of dues, its voluntary nature, and the uses and availability of the required form.

Section 4. Allotments may be submitted at any time. Deduction of dues shall begin with the first pay period which occurs after the receipt of the Standard Form 1187 by the Employer, providing that the Standard Form 1187 is received by noon of the Tuesday preceding the beginning of the biweekly pay period.

Section 5. The amount of the Union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized official of the Union.

Section 6. An employee's voluntary allotment for payment of his/her Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- (a) The agreement between the Employer and the Union ceases to be applicable to the employee;
- (b) The employee is expelled or suspended from membership in the Union.

Section 7. An allotment for the deduction of an employee's Union dues may be terminated by the employee through submission to the Employer of a Standard Form 1188 properly executed by the individual employee by processing the form through Customer Service, Civilian Pay Section, DRM. The original and a duplicate shall be forwarded by the Civilian Pay Section to the Union with the next dues report after receipt. Standard Form 1188 should not be forwarded to the Union through message center distribution. A termination of allotment under this section shall not be effective until the first full pay period beginning one (1) calendar year after the date the employee signed the dues withholding authorization. If the allotment is not revoked at the end of the first year, any subsequent revocation will be effective with the first pay period beginning on or after 1 September provided the revocation is received in the Civilian Pay Section prior to 1 September. The Customer Service Representative will maintain a supply of Standard Forms 1188 and will make this form available to employees upon request.

Section 8. The Employer shall transmit to the Union after each regularly scheduled payday:

- (a) A list containing the name and the amount of the allotment deduction made for each employee member; the total amount of all such allotment deductions, the name of each Union member whose dues were not deducted for that period. Upon request by the Union to the Civilian Personnel Advisory Center (CPAC) Personnel Assistant under the guidance of Labor-Management Relations Specialist, requested data on an individual whose name(s) appears on the request will be provided to the Union within 5 working days.
- (b) A check drawn on the Treasury of the United States and/or Electric Fund Transfer (EFT) made payable to AFGE Local 1815, in an amount equal to the grand total of all such monetary allotment.

Section 9. When negotiation of this Agreement is pending or in progress, and the parties are unable to complete such renegotiation by the termination date of the Agreement as a result of pending third party proceeding involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of the dues of members of the Union shall be continued until resolution of the dispute or issue, whether or not the parties agree on extension of the existing Agreement during this period.

Section 10. The Union agrees to notify management of any discrepancies concerning payment/with-holding of Union dues each pay period to ensure timely resolution.

## ARTICLE 10

### HOURS OF WORK

Section 1. The administrative work week is a period of seven consecutive days beginning at 0001 on Sunday and ending at 2400 the following Saturday.

Section 2. The regularly scheduled administrative workweek is five consecutive eight-hour days, 0730 to 1615, Monday through Friday, less 45 uncompensated minutes for lunch period each day.

Section 3. An employee's tour of duty consists of the employee's regularly scheduled workweek.

Section 4. An employee's tour of duty will be established as far in advance as practical. All tentative tours shall be scheduled and posted at least twenty-eight (28) days in advance and locked in at seven (7) days. Changes in tours of duty with less than seven days' notice shall not be made unless there is an emergency that would hamper accomplishment of the mission or that would substantially increase costs.

Section 5. Where shifts are in operation and an overlapping of shifts to permit time off for lunch or dinner period is not possible, a lunch or dinner period of not less than thirty (30) compensated minutes shall be granted and will be considered time worked. Employees who are unable to stop working for a meal break due to work requirements may take their meal break at such time as is available during their tour of duty.

Section 6. The Employer will allow sufficient duty time for personal cleanup and storage of work tools and equipment.

Section 7. Normally, each employee shall be entitled to at least two rest periods per day away from their duty area of not less than 15 minutes each. The parties recognize that certain criteria may dictate either longer and/or more frequent rest periods or the temporary reduction or cessation of rest period when necessitated by operational requirements. As a minimum, one break shall be scheduled during the first and one during the second half of his/her work shift. These rest periods may not be a continuation of the lunch period, taken immediately prior to quitting time or immediately after the shift begins, nor shall they be accumulated.

Section 8. The parties find that the use of alternate work schedules (AWS) in the form of compressed and flexible work schedules have the potential to improve productivity in the Federal Government and provide greater service to the public. (5 U.S.C. 6120). If the head of an agency

finds that a particular AWS schedule has an adverse agency impact, the agency must promptly determine not to continue the schedule (5 U.S.C. 6130 thru 6131).

Alternate Work Schedules examples are:

- (a) Variable week.
- (b) Flexitour.
- (c) Gliding scheduled/modified gliding schedule.
- (d) Variable day Compressed work schedule.
- (e) Compressed Work Schedule.

## ARTICLE 11

### OVERTIME

Section 1. Employees shall receive overtime pay in accordance with applicable laws.

Section 2. Overtime assignments will be distributed equitably based on mission requirements. First consideration for overtime will be given to qualified employees currently assigned the job. Second consideration will be given to other employees qualified to do the job.

Section 3. All locally available relevant information concerning overtime hours worked will be made available, when requested, by the Union/employees.

Section 4. An appropriate management official will notify those employees who are needed for scheduled/unscheduled overtime assignments as soon as possible after becoming aware of the requirement and normally at least one week in advance. It is recognized that in some cases, little or no advance notice may be possible. The Employer may, upon request, relieve an employee from an overtime assignment. When employees have agreed to work overtime, they will be expected to report as specified, unless it can be shown that a valid reason existed which caused the absence or failure to report. In the event the employee cannot report to work, the employee will inform their supervisor as soon as they are capable of doing so.

Section 5. Employees will normally be allowed to take compensatory time at their discretion unless compelling work commitments dictate otherwise. Supervisors retain the right to require employees to take earned compensatory time prior to the expiration of the time limit for taking the time off. When time off cannot be granted within these limitations, payment for the overtime worked will be made at the applicable overtime rate. No employee shall be required to take earned compensatory time off unless the fixed time limit is expiring.

Section 6. Employees who are required to work a period of overtime of four hours or longer shall be granted a rest break of up to 20 minutes associated with each overtime period of four hours or longer.

Section 7. Each employee working overtime shall be entitled to the cleanup time specified in Article 10 of this Agreement.

Section 8. Any employee who is called back to work at a time outside of and unconnected with the employee's established tour of duty shall receive at least two (2) hours call-back overtime pay, including any shift differential and/or additional pay to which the employee is entitled, even if the employee's services cannot be utilized when the employee reports to work.

Section 9. Employer will not require an employee to carry an electronic device without appropriate compensation. However, the Employer reserves the right to make electronic devices available for the employee's convenience. Employees not electing to carry an electronic device will leave word where they may be reached to meet call back response time. If more than one employee can be utilized for this purpose, designations shall be made on an equitable rotating basis.

Section 10. Employees who currently do not have the condition of employment requiring them to be subject to placement in standby duty or in an on-call status will not be subject to said requirement unless the change of condition of employment is first negotiated with the Union.

Section 11. A quarter hour is the minimum period of time for which overtime will be paid. Overtime of less than a quarter hour multiple will not be aggregated from day to day.

## ARTICLE 12

### HOLIDAYS

Section 1. The following are legal holidays: New Year's Day – January 1; Martin Luther King, Jr's Birthday – 3rd Monday in January; President's Day – 3rd Monday in February; Memorial Day – last Monday in May; Independence Day – July 4; Labor Day – first Monday in September; Columbus Day – second Monday in October; Veteran's Day – November 11; Thanksgiving Day – fourth Tuesday in November; Christmas Day – December 25; and all other legally declared federal holidays are applicable to the bargaining unit. (Reference US Code: Title 5, Section 6103).

Section 2. When a holiday falls on an employee's regular day off, the employee shall be entitled to an in lieu of holiday in accordance with the chart at Appendix C.

Section 3. Duty schedules for holidays or days in lieu of holidays shall not be changed so as to avoid payment of holiday pay.

Section 4. For work units which provide more than 8-hour coverage, if the actual holiday falls in the middle of the employee's workweek, the Employer, at the employee's request, shall make every reasonable effort to change the employee's regular days off to provide three (3) or four (4) days off in succession unless mission requirements do not permit.

Section 5. Eligible employees shall receive pay at their regular hourly rate plus any appropriate shift differential on all days defined as holidays, in accordance with DOD Financial Management Regulation, Volume 8, Chapter 3.

Section 6. When an employee's shift schedule is changed for any day, such as safety day,

maintenance stand-down day, training day, etc., the employee shall receive any shift differential which the employee would otherwise been entitled.

Section 7. When any portion of an employee's work is performed on a holiday, the employee shall receive holiday pay for at least 2 hours.

Section 8. Mandatory holiday assignments shall be rotated among employees of any given organizational element in such a manner as to provide equitable treatment of those who prefer to be excused on a holiday as well as those who prefer to perform duty and be paid premium pay. Holiday assignments may also be changed by mutual consent of all parties involved. Special attention shall be given to equitable rotation of primary holidays such as Thanksgiving, Christmas, and New Year's.

## **ARTICLE 13**

### **SICK LEAVE**

Section 1. Employees shall accrue sick leave in accordance with applicable statutes and regulations. Reference 5 U.S.C. chapter 63, subchapter I; 5 CFR, part 630, subparts B and D. OPM Form/Standard Form 71 is the only method of requesting leave.

Section 2. Sick leave shall be approved for employees when they are incapacitated for the performance of their duties because of illness, injury, pregnancy, confinement, and under certain circumstances involving contagious diseases as set forth in applicable regulations. It is the employee's responsibility to ensure that his/her supervisor is notified as to unscheduled absences due to illness or disability, to include the reason for the absence and estimated duration of absence as soon as possible, but not later than two hours after his/her scheduled normal time of reporting for work on the first day of absence. Nurses, firefighters, and employees working in areas where 24-hour coverage is required shall normally notify the supervisor not later than two hours prior to the normal time of reporting for work on the first day of absence. However, if it becomes necessary for the employee to be absent beyond the originally estimated time, he/she will report this to the supervisor, indicating the reasons for and anticipated length of the continuing absence not later than the last day of the originally reported absence. In the event the degree of illness or injury prohibits compliance with the stated time limits, the employee will report his/her absence as soon as possible.

Section 3. Sick leave will normally be approved for employees when routine medical, dental, or optical examination or treatment is required during duty hours. Requests for approval of sick leave in such routine cases will be made in advance. Employees will be encouraged to schedule such visits during off-duty hours or on days off, whenever, possible.

Section 4. Employees normally shall not be required to furnish a valid medical certificate to support sick leave of three (3) workdays or less. In individual cases, a certificate may be required when documentation supports the employee is abusing sick leave privileges. In such cases, the employee will first be advised in writing that, because of his/her questionable sick leave record, a doctor's certificate will be required for each subsequent absence on sick leave.

Section 5. Cases requiring a doctor's certificate for each absence shall be reviewed by appropriate management official for the purpose of determining whether such requirement can be eliminated. Such review shall take place at the end of six months from date of issue of official written notice requiring a doctor's certificate and each three months thereafter if it has not previously been rescinded. The employee will be notified in writing of the appropriate management official's determination. When it is determined that the requirement is no longer necessary, the employee shall be notified and the previous notice shall be removed from all agency files after one year.

Section 6. Official written notice of abuse of sick leave privileges shall not be issued when the absences claimed on sick leave have been supported by valid medical certificates.

Section 7. Periods of absence on sick leave in excess of three (3) consecutive workdays must ordinarily be supported by a valid medical certificate to be filed within 14 calendar days after return to duty.

Section 8. Employees who, because of illness are released from duty, shall not be required to furnish a valid medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence shall be subject to other provisions of this Article and applicable regulations.

Section 9. Unearned sick leave may be advanced to an employee in case of serious illness or disability upon his/her request not to exceed 30 days duration in accordance with applicable regulations.

Section 10. An individual employee's sick leave records shall be made available to supervisors of that employee, that employee, officials who review these records for official purposes, and upon request of that employee and the Union. For representational purposes, the Union is entitled to review all sick leave records. In no event shall the Employer allow anyone, other than the aforementioned, to review the employee's sick leave records.

Section 11. For employees temporarily unable to perform their primary duties, or who are administratively or medically temporarily grounded, maximum attempts will be made to keep employees in an active work status. Eligible employees for whom work cannot be provided will be granted advanced leave to the maximum extent permitted by applicable regulations.

Section 12. Time off to obtain medical documentation required by management or as a condition of employment will be granted as an administrative absence.

Section 13. Except in cases of proven abuse, sick leave usage shall not be a factor for promotion, discipline, evaluation or other personnel action.

Section 14. The federal employees Family/Medical Leave Act will be administered in accordance with Title 5 of the Code of Federal Regulations, Part 630 and Part 1201.

## **ARTICLE 14**

### **ANNUAL LEAVE**

Section 1. Employees shall earn leave in accordance with applicable laws and regulations. OPM

Form/Standard Form 71 is the only method of documenting requested leave. References 5 U.S.C. chapter 63, subchapter 1; 5 CFR 351.606; 5 CFR part 630, subparts B and C.

Section 2. Requests for annual leave for emergency reasons shall be considered on an individual basis. Employees will call their supervisors within the time limits specified in Article 13, Section 2, for approval of emergency leave. The employee will state the reason for the request and the approximate time he/she anticipates he/she will be absent from work. Normally, emergency leave will be granted.

Section 3. All employees shall be afforded the opportunity to request a minimum of two (2) consecutive weeks annual leave each year. All annual leave shall be approved on a first come, first serve basis. A master approved leave schedule should be maintained and available to the employee and the Union upon request. When employees have made their selection, they shall not be allowed to change their schedule when it affects another employee's schedule. The Employer may approve a change in selection provided another employee's choice is not disturbed, or such change is mutually agreed upon by both the affected employees. No employee will be permitted to change an original selection that would disturb the scheduled choice of another within 90 days of the effective date. Management should not cancel previously approved leave without full consideration of mission requirements and the personal situation of the employee.

Section 4. All organizational elements shall make adequate provisions to ensure that all employees are given equal opportunity to submit requests for leave in sufficient time for them to be considered before the leave schedule is prepared. Provisions shall be made for adequate notification of employees who may be absent from duty, on leave, or days off, so that they may submit their requests in time for equitable consideration.

Section 5. In the case of transfer of an employee from one supervisor to another, previously scheduled annual leave shall be considered by the new supervisor of the employee concerned.

Section 6. It is not intended that employees will forfeit leave. The employee should, in coordination with his/her supervisor, schedule leave so as to avoid such forfeiture. Employees will not be coerced to donate leave.

Section 7. The Employer will announce any plan of shutdown or reduction in operations to employees as far in advance as practicable. During any period of shutdown or reduced operations, maximum effort will be made to provide work for employees not taking annual leave. Eligible employees for whom work cannot be provided and not having annual leave will be granted advanced annual leave to the maximum extent permitted by applicable regulations.

Section 8. Any employee applying for leave on a workday which occurs on a religious holiday associated with the religious faith of the employee will be granted such leave if work situation permits.

Section 9. Approved absence otherwise chargeable to sick leave will be charged to annual leave if requested by the employee, except that leave approved and taken as sick leave may not be charged to annual leave.

## ARTICLE 15

### OTHER LEAVES OF ABSENCE AND ADMINISTRATIVE DISMISSAL

Section 1. Employees may be granted leaves of absence without pay in accordance with applicable laws and regulations. Such leaves of absence shall not exceed a period of one year for each application. For example, the Family and Medical Leave Act provides for up to 12 weeks leave without pay during any 12-month period which may be granted for maternity reasons; adoptions or foster care; to care for an immediate family member with a serious health condition; or a serious health condition of the employee.

Section 2. The Employer recognizes the obligation to provide employment within the grade the employee held upon his/her request for leave, or to any changed grade through reduction-in-force action or reclassification of the position, and in the current pay status of such grade at the time the employee returns to work.

Section 3. The Employer also recognizes the bumping and retreating rights of an employee on approved leave of absence without pay in situations where the employee's status has been affected by reduction-in-force action during his/her leave of absence.

Section 4. Employees on approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health Benefits Program to which they are entitled by government-wide regulations.

Section 5. Circumstances beyond the control of the Employer may make it necessary to interrupt or suspend operations. Affected employees shall not be placed on annual leave because all or part of an activity is closed due to an unforeseen or emergency shutdown.

Section 6. Consistent with mission requirements, employees may be excused up to four (4) hours for each occasion to donate blood, for recuperation following blood donations, and for travel time. Excused leave is authorized for employees who volunteer as blood donors without compensation to the American Red Cross, military hospitals, blood banks or emergency calls for needy individuals. Prospective organ or bone marrow donors may be granted an excused absence for each related procedure with the approval of the Commanding General or his designated representative. This is to supplement any sick leave, annual leave or leave without pay required for each procedure.

Section 7. Eligible bargaining unit employees shall be credited with military leave in accordance with 5 USC 6323. An employee is entitled to their regular pay while on military leave. This includes Sunday premium, night or shift differential, regularly scheduled overtime pay, holiday pay, standby duty pay, and FLSA overtime pay. A maximum of 15 days of military leave can be carried forward from one year to the next. Upon return to work, the employee must furnish certification that the active duty was performed. Requests for military leave, annual or leave without pay to support military orders shall be granted.

Section 8. Employees are entitled to medical care and compensation for absences due to traumatic on-the-job injuries. Eligible employees are entitled to up to 45 calendar days of continuation of pay (COP) for each occurrence of injury. Days of COP leave need not be successive.

Section 9. Leave granted to an employee for maternity reasons (doctor's appointments, hospital confinement, and recovery at home) may be taken as sick leave, annual leave, or leave without pay.

Section 10. An excused absence may be granted on an individual basis to employees for the following reasons: taking examinations and/or training related to the employee's current position; attending conferences or conventions related to the employee's position or federally recognized affiliation; and representing command or federally recognized affiliated organizations.

Section 11. Up to twenty-four (24) hours of excused absence shall be granted to any employee who is involved in a permanent change of station.

Section 12. Infrequent or unavoidable absences of less than one hour may be excused by the leave approving official.

## ARTICLE 16

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. It is the firm, positive and continuing policy of the employer that all Employees are assured equal opportunity in employment matters. It is the intent of both parties to resolve EEO-complaints at the lowest possible level.

Section 2. Discrimination on the basis of race, religion, color, sex, age, national origin, or physical or mental disability and/or reprisal is prohibited.

Section 3. The parties recognize their mutual responsibilities and obligations and shall support concepts and affirmative approaches for making constructive contributions to the national goal of equality of opportunity.

Section 4. The president of the Union shall be a member of the Equal Employment Opportunity Advisory Committee or may designate an alternate representative.

Section 5. The parties agree to negotiate all EEO plans which apply to employees covered by this agreement prior to implementation.

Section 6. Management will consider any nominations by the Union for potential Equal Employment Opportunity Counselors. The Employer agrees to provide initial training to each designated Union counselor. Official time will be granted for all subsequent training.

Section 7. In recognition of the Union's role as exclusive representative, the Employer agrees to the following:

(a) Employees covered by this agreement will be informed of their right to process their complaint under appropriate EEO standard procedures found in 29 CFR 1614 or under the negotiated grievance procedures outlined in Article 38.

(b) If an employee covered by this agreement elects to process his/her complaint under the negotiated grievance procedure, the Union at the request of the bargaining unit member, shall have the right to be present during all communications between management and employees..

(c) The Union shall be given notice of remedial or corrective action taken as a result of informal or formal resolution of EEO complaints involving bargaining unit employees. The Union reserves the right to negotiate the settlement's impact on the bargaining unit.

## ARTICLE 17

### CIVIC RESPONSIBILITIES

Section 1: Eligible employees will be granted time off with no charge to leave to the extent authorized by appropriate laws and regulations for participation in authorized civic activities, i.e., draft registration, Armed Forces medical examination, emergency rescue or protective work, military funerals and federally recognized civil defense programs, and will receive pay at his/her basic rate for the time lost from his/her normal work schedule.

Section 2: If a permanent employee is summoned for jury duty, jury qualification, or subpoenaed to work at voting booths, he/she shall be paid at his/her appropriate rate for the time required from his/her normal work schedule to perform such duties. Such time shall be limited to the time necessary to perform such duties, not to exceed eight hours per day. Any fees, except reimbursement for meals, travel, lodging, or other allowances received from the court for performing such duties shall be delivered to the Employer together with satisfactory evidence of time served on such duties. When an employee is summoned or subpoenaed, he/she shall promptly notify his/her supervisor so that arrangements may be made for his/her absence from the activity.

Section 3. Where the polls are not open at least three hours either before or after an employee's regular hours of work, an employee who is eligible to vote in the election shall be granted an amount of excused leave which will permit him/her to report for work three (3) hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off. Under exceptional circumstances, additional time may be granted but not to exceed a full day. To be entitled to such excused absence, the employee must actually vote in subject election. Employees off duty for three (3) hours or more while the polls are open shall not be granted excused leave.

Section 4. For employees who vote in jurisdictions which requires registration in person, excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one-day, round-trip travel distance of the employee's place of residence.

## ARTICLE 18

### HUMAN RIGHTS

Section 1. The parties recognize that it is the mutual interest that all interactions be conducted in a manner that embodies personal respect and dignity and preserves the individual's right to privacy and confidentiality.

Section 2. To the extent practicable, efforts will be made to ensure privacy and confidentiality where an employee is served with a civil warrant, summons or subpoena.

Section 3. Prudent efforts will be made to provide in-office security to protect employees and their personal belongings. Employees will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the office.

## **ARTICLE 19**

### **DISCIPLINARY AND ADVERSE ACTIONS**

Section 1. The broad objective of discipline is to motivate employees to conform to acceptable standards of conduct and to prevent prohibited activities. Discipline is a part of the daily responsibility of supervisors and not merely the action taken at times when an employee deviates from acceptable forms of conduct. The supervisor's most effective means to maintaining discipline is through the promotion of cooperation, of sustained good working relationships, and of the self-discipline and responsible performance expected of mature employees. (Reference AR 690-700, Chapter 751).

Section 2. Disciplinary actions fall into two categories: informal disciplinary actions (oral admonishments and written warnings) and formal disciplinary actions (letters of reprimand, suspensions, involuntary reduction in grade or pay, and removal). Employee conduct requiring discipline falls into two categories: behavior offenses for which progressive discipline aimed at correcting the behavior is appropriate and offenses relating to violation of regulations or laws for which punitive sanctions are required. Disciplinary action should be taken for the purpose of either correcting offending employee behavior and problem situations or for the purpose of imposing punishment necessary to maintain discipline and morale among other employees.

Section 3. Informal or formal disciplinary or adverse actions will be administered in a fair, impartial, and timely manner. If the employee requests, the Union will be notified prior to discharge or other disciplinary action being taken. A formal disciplinary action is defined as an official written reprimand or a suspension of 14 days or less. An adverse action is defined as a removal or suspension for more than 14 days, or reduction in grade, a reduction in pay, or a furlough of 30 days or less.

Section 4. In all informal or formal disciplinary or adverse actions, the employee shall be given, upon request, copies of all documentation pertaining to the offense in accordance with applicable law.

Section 5. For adverse actions as described in Section 3, the employee will normally be advised in writing at least 30 days in advance as to the details of the offense with which the employee is charged so as to enable the employee to understand the charge and to defend against it. The employee will also be given complete information regarding their right to reply prior to issuance of a final decision and shall ordinarily have at least 14 days from the date of notification to answer orally and in writing and to submit affidavits or other supporting documentation. If a decision is made to effect a proposed action, the decision notice will inform the employee of their right to submit a grievance or an appeal.

Section 6. If a decision is made to remove or suspend (in excess of 14 days) a member of the bargaining unit, the affected employee may initiate a grievance at the fourth step of the grievance procedure within seven (7) working days of the effective date of the action. Time limits shall be reduced to those applicable at Step 3 of the grievance procedure. Should arbitration be invoked, the parties agree to attempt to expedite processing in order to insure a speedy hearing before the arbitrator.

Section 7. In accordance with 29 CFR Section 1960.46, an employee will not be subject to discipline for refusing to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established under federal or state Occupational Safety and Health laws and regulations.

Section 8. Employees shall not be disciplined or otherwise discriminated against because the employee has filed a grievance, complaint, affidavit, petition, or has given any information or testimony.

## ARTICLE 20

### REDUCTIONS IN FORCE

Section 1. TITLE 5--ADMINISTRATIVE PERSONNEL CHAPTER I--OFFICE OF PERSONNEL MANAGEMENT PART 351--REDUCTION IN FORCE--

(1) Each competing employee selected for release from a competitive level under this part is entitled to a specific written notice at least 60 full days before the effective date of release.

(2) At the same time an agency issues a notice to an employee, it must give a written notice to the exclusive representative(s), as defined in 5 U.S.C. 7103(a)(16), of each affected employee at the time of the notice. When a significant number of employees will be separated, an agency must also satisfy the notice requirements of sections 351.803 (b) and (c). When a reduction in force is caused by circumstances not reasonably foreseeable, the Director of OPM, at the request of an agency head or designee, may approve a notice period of less than 60 days. The shortened notice period must cover at least 30 full days before the effective date of release.

Section 2. The Employer will inform the Union as far in advance as practicable of impending reductions in force (RIF) within the bargaining unit, and the reasons therefor. The Employer will also inform the Union of the affected competitive levels, abolished positions, date of actions to be taken, and the number of employees affected when this information becomes available. The Employer will make available to the Union a copy of the retention register containing the names of the employees within the bargaining unit on the date the RIF letters are delivered to the employees and upon completion of the RIF process.

Section 3. In accordance with applicable laws, appropriate action will be taken to avoid or minimize the impact of a RIF. Such action would include restricting recruitment, meeting ceiling limitations through attrition, reassigning employees in surplus positions, repromoting eligible employees, and terminating limited appointments in accordance with appropriate regulations.

Section 4. Any employee affected by the RIF has a right to review all of the records pertaining to this action and to see a copy of the Code of Federal Regulations (Part 351), pertaining to RIF. This includes the retention register for the employee's competitive level and those for other positions for which the employee believes to be qualified for, down to and including those in the same or equivalent grade as the position, if any, which constitutes the best offer; or if separation is proposed, all positions equal to and below the grade of the employee's current position. If requested, an explanation of the RIF action will be provided to the employee.

Section 5. Eligible career and career-conditional employees shall be placed on the Employer's reemployment priority list and will be afforded reemployment opportunities in accordance with applicable regulations. Subject to the provisions of 5 CFR, Part 330, career status employees shall be given preference in rehire for a period of two years from the date of separation and career-conditional employees shall be given preference in rehire for a period of one year from the date of separation. Such employees shall be given preference in rehire for both permanent and temporary positions for which qualified in the reverse order of their separation.

Section 6. An employee's current official performance rating on the date of issuance, subject to sustained appellate decisions prior to the effective date of the RIF, and approved prior to the date of specific notice will be considered in establishing the employee's retention standing.

Section 7. In any case where an employee accepts a demotion in lieu of separation by a RIF action, the employee must meet the established qualification requirements of the lower grade position to which assigned unless otherwise waived by appropriate authority.

Section 8. Repromotion will be administered in accordance with provisions of applicable government wide rules, regulations and laws.

Section 9. Prior to changing any competitive areas affecting bargaining unit positions, the Employer agrees to notify the Union regarding planned changes and allow time for appropriate negotiations.

## ARTICLE 21

### POSITION CLASSIFICATION

Section 1. Each employee shall be furnished a current and accurate copy of his/her position description. The accuracy of the position description will be reviewed annually in conjunction with annual performance appraisal. If management and the employee cannot resolve their differences informally, the accuracy of the position description should be reviewed in accordance with administrative or negotiated grievance procedures.

Section 2. The Union will be informed when new or revised standards which have a major impact are to be applied to classes of positions within the unit.

Section 3. When employees allege inequities in their position classification, they shall be furnished information on the appeal rights and procedures set forth in applicable regulations. The employee may be represented by the American Federation of Government Employees Local

1815 (AFGE) in discussing the matter with the immediate supervisor or with representatives of Civilian Personnel Advisory Center.

Section 4. The Employer agrees that a major duty is any duty that occupies 25 percent or more of the incumbent's time or is sufficiently different from the other major duties of the position to require additional entrance qualification or extensive post-assignment training. Employees will be compensated on the basis of major duties permanently assigned.

Section 5. The statement "Performs other duties as assigned" will appear as an unnumbered paragraph in the description to make clear that the assignment of duties to employees is not limited by the content of the position description. Insofar as possible, supervisors will avoid assigning employees incidental duties that are inappropriate to their positions and qualifications.

## ARTICLE 22

### TRAINING AND CAREER DEVELOPMENT

Section 1. Based on the needs assessment process, managers must select the correct tools to help employees (individually or in teams) develop the knowledge, skills and abilities they need to improve mission performance, in accordance with applicable laws, rules and regulations.

Section 2. Management agrees to notify the Union of the development of training programs or the modification of existing programs. In addition to classroom training, good development programs include other common methodologies, such as: coaching, counseling and mentoring, on-the-job training, developmental job assignments, computer-based instructions, job aides, expert systems and independent study, as well as classroom training and other reasonable retraining effort to employees who have been affected by changes in position, function, organization, program or operations.

Section 3. Supervisors and managers at all levels assess the training needs of the individuals for which they are responsible. The civilian training cycle includes consideration of organizational, occupational and individual training requirements. Each Army organization is responsible for assessment of their training requirements. Management is encouraged to develop employee growth potential programs.

Section 4. Individual training needs are identified by employees, supervisors and managers and includes training which is needed to effectively perform assigned or planned duties.

Section 5. It is the responsibility of supervisors and managers to use available resources to train, qualify, and develop their employees.

Section 6. A priority must be specified for all types of formal training. Training that is not prioritized may not be conducted.

Section 7. Based upon training needs assessment, managers identify individual, organizational and activity training requirements and document the resources needed to support the training.

Section 8. Whenever training cannot be accomplished as planned due to budgetary or other unforeseen constraints, the training may be rescheduled and prioritized for future

accomplishment.

Section 9. Managers and supervisors are responsible for ensuring that employees are available to attend scheduled training in duty status. However, if manning levels do not allow employees to attend training during normal duty hours they may be required to attend training during non-duty hours and be compensated in accordance with applicable regulations.

Section 10. Army employees are responsible for notifying their supervisors when any training has been completed.

## ARTICLE 23

### SAFETY, HEALTH AND WELFARE

Section 1. The Employer will, in accordance with applicable laws and regulations, exert every reasonable effort to provide and maintain safe working conditions and health protection for employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner.

Section 2. Each Employee has a primary responsibility for their own safety and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others. Suggestions from any individual employee or Union which offer practical and economically feasible ways of improving safety conditions are encouraged.

Section 3. It is agreed that a Fort Rucker Occupational Safety and Health Advisory Counsel will be maintained as presently provided for under the provisions of USAAVNC regulation 385-6.

Section 4. When an employee sustains a traumatic on-the-job injury in the performance of duty, he/she will inform his/her immediate supervisor as soon as possible. If the immediate supervisor is not available, the injury will be reported to the next level of supervision. In the event of an on the job injury, the Employer will obtain, and as appropriate, provide emergency medical treatment and transportation. The Employer will notify the Union within a reasonable time (within 72 hours) of any reported "lost time" accidents or occupational illnesses which involve bargaining unit employees. Consistent with the Privacy Act, such notification will include the name of the unit employee, circumstances, and nature of injury sustained.

Section 5. In the course of performing their normally assigned work, all employees will be alert to observe unsafe practices with equipment and conditions as well as environmental conditions in their immediate area, which represent health hazards. When unsafe or unhealthy conditions are observed in any area, employees or the Union should report them to the immediate supervisor but may present the problem to the Aviation Branch Safety Office (ABS0) or directly to the installation level.

Section 6. Prompt ambulance service and first aid to injured and stricken employees will be provided on all shifts.

Section 7. Following examination and/or treatment of an employee who has reported to the hospital as a result of an occupational injury, determination will be made by the proper medical

authority as to whether the employee should be sent home or returned to work for full or light duty. Determination as to when the employee is physically qualified to return to full duty will be made by an appropriately recognized medical authority.

Section 8. The Employer will furnish protective clothing and equipment as authorized by applicable regulations for the performance of assigned work. The Union may recommend new protective clothing and equipment, and/or modifications to existing equipment for consideration by the Safety Director.

Section 9. Employees who are injured in the performance of their duties or who contract disease caused by their employment will, upon notifying their supervisor, be advised of the benefits available to them under the United States Employees' Compensation Act of 7 September 1916, as amended. Employees injured on the job will be provided emergency treatment at the appropriate medical facility, however, all employees will be entitled to an initial free choice of physician upon completion of emergency treatment. An employee who wishes to change physicians after the initial choice must contact OWCP in writing for approval and include the reasons for requesting the change. Employees will be assisted in the execution of the necessary forms in support of their claim for compensation by the Employer. All forms associated with claims for compensation will be processed expeditiously.

Section 10. Employees injured in the performance of duties will be carried in a duty status with pay without charge to leave for the time required to obtain emergency treatment at the appropriate medical facility, to the extent that the time falls within the employee's scheduled hours of work for that day.

Section 11. Employees covered by this agreement will be provided medical care in accordance with all applicable laws, rules and regulations.

## ARTICLE 24

### TRAVEL

Section 1. Employees shall not be required to travel except under the conditions and procedures prescribed by DoD Joint Travel Regulations. The Employer will not schedule travel on non-workdays unless such travel is dictated by mission requirements and good management practices. Overtime or compensatory time for non-duty hour travel will be limited to those circumstances and conditions outlined in appropriate laws. Employees required to travel in the course of performing assigned duties shall receive pay, per diem, and travel allowances as provided by applicable laws and Comptroller General decisions.

Section 2. Employees required to perform official duties beyond the regularly scheduled workday while on TDY shall be compensated in accordance with applicable laws and regulations.

Section 3. Employees may not be required to utilize government quarters, however, when adequate government quarters are available but not used, reimbursement for quarters may not be made except under circumstances prescribed in the DOD Joint Travel Regulations. Adequacy of government quarters is governed by Army Regulation 210-50.

Section 4. Employees attending certain training courses will be required to occupy available adequate government quarters, provided that transportation between quarters location and training location is furnished without cost to the employee or reimbursement for transportation expense is authorized.

## **ARTICLE 25**

### **GENERAL WORKING CONDITIONS AND EMPLOYEE SERVICES**

Section 1. The Employer will make every reasonable effort to provide and maintain satisfactory, sanitary facilities, to include pest control, separate restrooms and break areas where space is available.

Section 2. Locker facilities will be provided for each employee on an as needed basis, where available. Lockers assigned to employees will not be opened unless the employee is present, except where a search is requested by law enforcement officials or where a compelling need exists for immediate action. When the employee's presence cannot be obtained, an official of the Union will be given an opportunity to be present.

Section 3. General office space temperatures will be maintained in accordance with Army energy use policy. In situations where appropriate conditions cannot be maintained, the employee(s) will be moved to an appropriate environment and/or released in accordance with applicable laws, rules and regulations.

Section 4. Repair to lighting, heating and sanitary facilities will be on a priority basis.

Section 5. The Employer will provide a refrigerator and if possible microwave oven in each work area if considered essential to the morale and efficiency of the employees.

Section 6. Use of parking spaces will be in accordance with Command policy. Any changes to these policies will be negotiated with the Union prior to implementation.

Section 7. The Employer will provide a by name, reserved parking space where practicable for all employees with a handicap which impedes walking.

Section 8. All employees shall be paid in accordance with Department of the Army policy. Premium rates shall be added to an employee's scheduled rate, in accordance with applicable government-wide regulations, to compensate for unusual conditions or assignment.

Section 9. Uniform maintenance allowances are authorized by applicable regulations.

Section 10. Ideally, all private offices square footage will be in accordance with AR 405-70.

Section 11. Childcare facilities will be available in accordance with AR 608-10. Federal employees are authorized to utilize the installation childcare facilities.

Section 12. Use of tobacco products will be in accordance with Command policies.

## ARTICLE 26

### INCENTIVE AWARDS

Section 1. The Union may have one appointed representative on the Incentive Awards Committee.

Section 2. The Employer and the Union will urge all employees in the unit to participate in the Incentive Awards Program and strive to improve it.

## ARTICLE 27

### GENERAL PROVISIONS, EMPLOYER/UNION

Section 1. The Employer agrees to provide space for the Union on bulletin boards in the unit provided the bulletin board is:

- (a) one that is in close proximity to the general work area;
- (b) is in an area where employees within the unit are known to congregate; and
- (c) is one which is normally used to post material for employees in the unit. The size of the space available shall be at least one-third of the bulletin board not to exceed twenty-five (25) inches across the top.

Section 2. Consistent with security regulations, the Employer will make available facilities, wherever practicable, for Union meetings outside regular working hours. The Union is responsible for the protection and care of such facilities.

Section 3. The Employer shall provide the Union with adequate office space. Office furniture, utilities and custodial services will be provided without charge.

Section 4. A copy of this agreement shall be posted by the Union on official bulletin boards and installation WEB sites.

Section 5. The Employer shall provide the Union one (1) reproducible copy plus 400 copies of this agreement.

Section 6. After the conclusion of the Civilian Personnel Advisory Center portion of the orientation for new employees, the Union will be afforded the opportunity to make a presentation. Attendance at this portion of the orientation is not mandatory. Management will provide the Union with notice of the date, time and place the orientation is scheduled. The Union official making the presentation will be allowed official time. The Union may provide a copy of information material to include enrollment forms prepared by the Union to each new employee.

Section 7. No Union representatives will be denied the use of telephone facilities for communication when the sole purpose is to carry out the intent of Title VII, Public Law 95-454(Civil Service Reform Act), and the terms of this agreement. The Employer shall provide a

PIN number to the Union office. The Union agrees to reimburse the Employer for the cost of all unofficial PIN calls.

Section 8. The employer will reserve one (1) parking space for the Union in close proximity to the building in which their offices are housed.

Section 9. The Employer will provide web site information to the Union for location of documents such as unrestricted messages, civilian personnel, agency or OPM regulations or guidance pertaining to bargaining unit employees. In the advent of prolonged Internet interruption hard copies will be provided.

Section 10. The Union president will be given access to and accountability for the use of the Fort Rucker electronic mail system and CPAC distribution list. The system will be used to affect direct communications with management personnel on Fort Rucker. Chain of command protocol should be followed. Management reserves the right to revoke access in the event of willful violations of the terms of this section.

Section 11. Subject to applicable postal regulations and guidelines, the Union may use the post distribution system for official union business for the purpose of distributing material to bargaining unit employees. The material submitted must be sorted and bundled to the directorate level. This material shall be subject to inspection and approval of the installation postal officer.

Section 12. Union officials will be provided time and private space to meet with bargaining unit members concerning working conditions, grievances, etc., at the job site, when available.

Section 13. Parking passes will be made available to the Union officials having a significant amount of business at different locations. Non-designated reserved parking spaces shall be utilized.

## **ARTICLE 28**

### **HEALTH BENEFIT PLAN**

Enrollment information and health plan benefits summaries will be issued to each new employee during in-processing. Enrollment information and health plan benefits summaries will be made available to all employees during each open season.

## **ARTICLE 29**

### **EMPLOYEE RECORDS**

Section 1. The Official Personnel Folder (OPF) of each employee is maintained by the Civilian Personnel Operations Center. Employee(s) and/or their representative, designated in writing, may request a copy of the OPF through Fort Rucker Civilian Personnel Advisory Center in accordance with applicable laws and regulations.

Section 2. Records, of the employees, reference 5 CFR, shall be maintained and available for inspection by the employees and their representatives, designated in writing. Copies provided,

upon request.

## **ARTICLE 30**

### **JOB SHARING**

Section 1. Job sharing is a voluntary program that is a form of part-time employment in which the tours of duty of two (or more) employees are arranged in such a way as to cover a single full-time position. Any job sharing arrangement is subject to management approval based on workload and mission requirements.

Section 2. Although they share the duties of a full-time position, job sharers are considered to be individual part-time employees for purposes of appointment, tour of duty, pay, classification, leave, holidays, benefits, position change, service credit, record keeping, reduction in force, adverse actions, grievances, and personnel ceilings.

Section 3. Specific work schedules depend on the nature of the job and the needs of the office and the job sharing team. Almost any reasonable arrangement is possible if it meets the needs of the supervisor and the job sharers. Scheduling should take advantage of the fact that two people rather than one are filling the job; these possibilities include overlapping time, split days, alternate days, split weeks, or working in different locations at the same time. Work schedules for job sharers can be from 16 to 32 hours per week and can be varied in the same way as other part-time employees. The amount of scheduled overlap time depends on the needs of the particular position.

Section 4. A proposal can come from a full-time employee who wants to reduce work hours, from a team of job sharers, or from a supervisor who wants to consider filling a vacancy with job sharers. When an employee's request for part-time cannot be accommodated because of the need for full-time coverage, job sharing may well be an option.

## **ARTICLE 31**

### **DRUG TESTING**

Section 1. The parties agree that the establishment and administration of its drug abuse testing program will be done in compliance with government-wide laws, rules and regulations.

Section 2. The Employer will post information at the installation Biochemical Collection Point as to the specific substances tested for and the threshold for detection.

Section 3. When requested, the employer will brief Union officials on the procedures for substance abuse testing of bargaining unit employees.

Section 4. An employee who wishes to have a Union representative present during the drug testing specimen collection shall be permitted to do so. The employee shall inform their supervisor of their wish to obtain Union representation at the time the supervisor informs the employee that they are scheduled for testing. The Union representative will be permitted to observe the actions of the collector, to include the actions in the restroom, but normally will not interrupt or interfere with the collection process in any manner and will stand/sit where the collection site person

designates which allows for observation of the collector's actions. Any discrepancies in the testing procedure which are observed by the Union representative will be brought to the Alcohol and Drug Control Officer's attention in writing not later than the close of business of the collection site on the day the discrepancy is observed.

Section 5. Employees will be advised of their right to request emergency leave (sick or annual) for the purpose of obtaining a private urine specimen at the laboratory of their choice. The employee will be responsible for any costs associated with obtaining a private test.

Section 6. The Employer will provide awareness training to employees in identifying physical and behavioral symptoms that are potentially indicative of drug and alcohol use. The employee should discretely advise their supervisor of any identifying behavior of another individual.

Section 7. An employee will not be denied meals if time at the collection point caused their regularly scheduled meal time to be missed.

Section 8. Employees in testing designated positions (TDPs) may request, through their supervisors, a review of the requirement for their position to be a TDP.

Section 9. Prior to any action taking place negative to the employee, the medical review officer (MRO) will contact the employee personally to determine the validity of any positive findings.

## ARTICLE 32

### COMMERCIAL ACTIVITIES STUDIES

Section 1. Management agrees to consult, openly and fully, with the Union regarding review of a function for contracting out within the bargaining unit in accordance with appropriate laws, rules and regulations.

Section 2. Periodic briefings will be held between management, affected employees, and the Union with information pursuant to OMB Circular A-76, other government-wide directives, and AR 5-20.

Section 3. Upon request, the Employer will provide the Union, in a timely manner, copies and drafts of pertinent information concerning all cost studies, to specifically include: invitation for bid (IFB), request for quotation (RFQ), or request for proposal (RFP); abstract of bids; correspondence from higher authority directing the cost study, correspondence from Department of Labor regarding certification of a wage rate; the performance work statement (PWS); the "milestone" chart or similar document setting forth the estimated dates for the contracting out process; all changes to the performance work statement; and all bidder questions and agency answers related to the performance work statement. Procurement-sensitive documents will be handled IAW applicable laws and regulations. Requests for these documents will be honored at management's discretion to the extent possible without violation of governing directives or compromise of the procurement process.

Section 4. The Employer will include Union representation on the agency advisory group.

Section 5. The Employer will include a Union representative in the "site visit" by bidders of the function undergoing a cost study.

Section 6.

(a) Adversely affected federal employees are employees identified for release from their competitive level assignment by an agency in accordance with 5 CFR 351 and Chapter 35 of Title 5, United States Code, as a direct result of a decision to convert a government commercial activity to contract performance.

(b) The Employer shall exert maximum effort to find available positions for adversely affected employees, including:

(1) Job reengineering or training efforts to help potentially excess employees qualify for jobs in other fields;

(2) Application of RIF procedures; and

(3) Employees affected by contracting out of work may exercise their rights under A-76 and their rights under reduction in force. The agency will make every effort to place affected employees.

(c) Briefings will be held with affected unit employees for the purpose of providing information concerning contracting out. The Union will be given the opportunity to attend the briefings and, upon request by management, may provide input.

### **ARTICLE 33**

#### **PERFORMANCE APPRAISALS**

Section 1. All employees in the bargaining unit will be evaluated in accordance with the applicable Army performance evaluation system.

Section 2. Rating of record shall not be communicated to employees prior to approval by the final reviewer. All performance ratings will be documented, signed, dated and justified by all rating officials prior to discussion and presentation of the final rating to the employee.

Section 3. Employees who are dissatisfied with their performance rating may file a grievance under the negotiated grievance procedure. Such grievances should be initiated at the approving official's level.

### **ARTICLE 34**

#### **ACCEPTABLE LEVEL OF COMPETENCE**

Section 1. The decision as to whether to grant or withhold a within-grade increase will be made in accordance with applicable federal laws, rules and regulations.

Section 2. In order to receive a within-grade increase, an employee's most recent appraisal must show that the employee's performance of duties and responsibilities is at an acceptable level of competence (Fully Successful or better); otherwise, a decision to grant an increase must be justified in writing by the supervisor. A within-grade increase will be denied if the employee's current performance, with respect to any critical element, is unacceptable.

Section 3. A level of competence determination shall be communicated to an employee in writing as soon as possible after the completion of the waiting period or other period upon which it was based.

Section 4. The written notification to the employee shall set forth the reasons for the negative determination, their right to request reconsideration of the negative determination, and the time limit for requesting reconsideration.

Section 5. A new determination shall be made at the time the employee's performance reaches an acceptable level of competence, but in no event later than 52 calendar weeks from the end of the waiting period to which the negative determination applies.

Section 6. When a negative determination is sustained after reconsideration, the employee shall be informed in writing of the reasons for the decision and their appeal rights.

Section 7. Employees in the bargaining unit may be represented by the Union at any stage of the process.

## **ARTICLE 35**

### **EMPLOYEE ASSISTANCE PROGRAM**

Section 1. The Employee Assistance Program (EAP) provides for counseling services (alcohol, drug, financial, health, emotional, etc.) for Department of the Army (DA) civilians whose work performance, attendance, or attitude have become affected or could be affected as a result of personal problems.

Section 2. The parties recognize that by working together, maximum results can be achieved in the Employee Assistance Program. Accordingly, they agree to cooperate in aiding employees whose attendance, performance and behavior indicate a potentially serious problem by referring the employee to the Employee Assistance Program for professional assistance.

Section 3. In order to avoid instituting disciplinary procedures as a result of unsatisfactory job performance, the Employer solicits the Union's assistance in the early identification of employees needing assistance.

Section 4. Individual employees who feel that they have a problem affecting job performance may schedule an appointment by calling the Employee Assistance Program themselves or by requesting their supervisor or the Union schedule an appointment for them.

Section 5. Should a supervisor observe deteriorating performance in an employee, the supervisor will not attempt to diagnose the personal problem of the employee, but rather will observe performance, document deficiencies, confront the employee with specific deficiencies, inform the

employee of the Employee Assistance Program, and refer the employee to the Civilian Program Coordinator for evaluation.

Section 6. When the Coordinator of EAP interviews the troubled employee, the Coordinator will make a determination as to the specific problem. Should the problem be drug or alcohol related, the employee will be advised of the provisions of AR 600-85, which includes the postponing of adverse personnel action, under certain conditions, for 90 consecutive days while the employee is enrolled in and satisfactorily progressing in a treatment program.

Section 7. Civilian employees will not, ordinarily, be charged for Alcohol/Drug Abuse Prevention and Control Program (ADAPCP) outpatient counseling/rehabilitation services provided by the agency. However, if the employee should elect counseling services in the civilian community, the employee would be responsible for any and all charges associated with that counseling/treatment. If it is determined by a physician that the Alcohol/Drug abuse problem was caused by work related activity, the employee may seek recovery through workman's compensation.

Section 8. Employees are entitled to necessary annual/sick leave/leave without pay to participate in and complete appropriate treatment.

Section 9. All discussion, counseling sessions, and records of the Employee Assistance Program, or to any other program to which an employee may be referred by the Employee Assistance Program, are completely confidential. No information may be disclosed to anyone without the prior written consent of the employee, unless the employee is in need of emergency care, court order or violation of statutes associated with child abuse, threats of suicide or homicide, etc.

Section 10. Upon request, the Employer will conduct training sessions for both Union and supervisory personnel on the early detection of deteriorating performance and on referral skills depending on availability of resources.

## **ARTICLE 36**

### **RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS**

Section 1. For the purposes of this contract:

(a) A research program means a planned study of the manner in which public management policies and systems are operating, the effects of those policies and systems, and possibilities for change, and comparisons among policies and systems.

(b) A demonstration project means a project conducted by the Office of Personnel Management, or under its supervision, to determine whether a specific change in personnel management policies or procedures would result in improved federal personnel management.

Section 2. The Employer and the Union understand that under the provisions of Public Law 95-454, the Office of Personnel Management is empowered to conduct research programs and demonstration projects for the purpose of studying improved methods and technologies in federal personnel management.

Section 3. Should the Employer be contacted from higher authority concerning a research program or demonstration project affecting bargaining unit employees, the Employer will, to the extent authorized by higher authority, advise the Union as to the nature of the program or project.

Section 4. Should the Employer be tasked with participating in or responding to a research program or demonstration project affecting bargaining unit employees, the Employer will, to the extent authorized by higher authority, advise the Union as to the nature of its participation.

Section 5. Should a demonstration project or a research program affect bargaining unit employees, the Employer agrees to negotiate as to the implementation of the project or program and to negotiate as to the procedures to be followed under the project or program to the extent authorized by higher authority.

Section 6. The Employer agrees that no bargaining unit employee will be adversely affected solely as a result of their participation in a research program or a demonstration project.

Section 7. Before terminating an ongoing research program or demonstration project, the Employer agrees to notify the Union of the intended cancellation, provided that the decision to cancel is not made by higher authority. Should the decision to cancel be made by higher authority, the Employer will notify the Union of the proposed termination as far in advance as possible, provided the Employer is notified of the anticipated termination and given permission to inform the Union.

Section 8. Research programs and demonstration projects will be consistent with the terms of this agreement and may not waive any terms of this agreement except with the mutual consent of both the Employer and the Union.

## **ARTICLE 37**

### **GRIEVANCE PROCEDURE**

Section 1. Purpose. The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. Scope. A grievance means any complaint –

- (a) by any employee concerning any matter relating to the employment of the employee;
- (b) by the Union concerning any matter relating to the employment of any employee; or
- (c) by any employee, the Union, or the Employer concerning claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- (d) except that it shall not include a grievance concerning –
  - (1) any claimed violation relating to prohibited political activities; or
  - (2) retirement, life insurance, or health insurance; or
  - (3) a suspension or removal under the National Security Act;
  - (4) any examination, certification, or appointment; or
  - (5) the classification of any position which does not result in the reduction in grade or pay of an employee.
- (6) Reduction in force (RIF);
- (7) Denial of within grade increase.

Section 3. This negotiated procedure shall be the exclusive procedure available for resolving such grievances that fall within its coverage, except as provided in Section 4 of this article.

Section 4. Appeal and Grievance Options. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may raise the matter under a statute or appellate procedure or the negotiated grievance procedure, but not both. However, in the case of discrimination, the employee retains the right to request the Merit Systems Protection Board (MSPB) to review a final decision, whether by the Department of the Army, an arbitrator, or the Federal Labor Relations Authority, if the alleged discrimination involves an action which the employee may have otherwise appealed to the Merit Systems Protection Board (a "mixed" case). If the alleged discrimination involves an action not otherwise appealable to the MSPB (a "pure" case), the employee retains the right to request review by the Equal Employment Opportunity Commission. For the purposes of this section and pursuant to Section 7121(e)(1) of the CSRA, an employee shall be deemed to have exercised their option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 5. Question of Grievability. 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 or arbitrability shall be referred to arbitration as a threshold issue in the related grievance and shall be raised during the grievance procedure or at least 15 calendar days in advance of the arbitration hearing.

Section 6. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The party(s) agree that efforts will be made by Employer and the aggrieved party(s) to settle grievances at the lowest possible level. At any point in the grievance procedure either party may offer a settlement proposal in lieu of continuing the grievance. All settlement proposals will receive legal review by the employer prior to acceptance. This settlement, if accepted, will be in writing and will be signed by parties having the authority to enter into a binding agreement. Normally, the final settlement proposal will be reviewed by Civilian Personnel Advisory Center and Staff Judge Advocate for regulatory compliance. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

Section 7. Reasonable time during working hours will be allowed for bargaining unit employees to discuss, prepare for and present grievances, including attendance at meetings with the Employer officials. Employees will be allowed to confer with the Union during their normal duty hours for the purpose of obtaining assistance in connection with the grievance, appeal, or complaint. An employee desiring to confer with the Union will obtain permission from their supervisor prior to the meeting with the Union. Supervisory permission will be granted if workload permits. If permission is denied, the supervisor will inform the employee of the reason for the denial and will tell the employee when he can be released for this purpose.

Section 8. Time limits specified in this Article may be extended only by mutual consent of the parties. Such extensions must be requested in writing and received a minimum of one workday prior to the due date of the decision. The time limits set out in this article are to be closely followed and are not to be ignored or treated with indifference. Grievance decision time limits are to be calculated from the date of receipt. All grievances and grievance decisions will be hand

delivered to the appropriate office/official and dated upon receipt. The employer recognizes that grievances are important to employees and will adhere to the requirements of the contract in providing timely responses to pending grievances. Failure of the employee or their representative to observe the time limits provided may constitute a basis for termination of the grievance by the Employer. Should an employee file a timely grievance and thereafter fail to move it through the steps in the grievance procedure in a timely manner without securing an extension, the Employer will not terminate the grievance provided the employee's failure is due to good cause, such as temporary duty, sick leave, or emergency annual leave, and the employee acts in a timely manner upon return.

Section 9. Grievances resulting from a one-time act or decision must be initially presented within 30 calendar days after learning about the matter giving rise to the grievance. Grievances resulting from continuing conditions may be presented at any time. The steps outlined below will be utilized in processing grievances covered by this Article. However, the parties may mutually agree that a grievance shall be initiated at the lowest step where the Employer has the authority to resolve the matter. Relevant witnesses may voluntarily present information for the grievant. Audio tapes shall be allowed at all levels of the grievance procedure, with notification to both parties. Video taping of meetings may only be done if both parties agree. Nothing shall preclude an employee from presenting a grievance on the employee's own behalf provided, in such cases, the Union will be advised and assured of the right to be present during the grievance proceeding.

(a) Informal Procedure - Step 1. All grievances except those failing within the provisions of Section 10 of this Article shall first be taken up orally by the employee and/or Union steward, with the immediate supervisor. The employee and/or Union steward must state to the supervisor the matter to be discussed is a grievance. If a Union steward is not already present, the employer will notify the Union of its opportunity to be present at a mutually agreeable time. The supervisor shall make the necessary investigation and give an oral answer within seven working days after the discussion. The parties agree that efforts will be made by the Employer and the aggrieved party(s) to settle grievances at the lowest possible level.

(b) Formal Procedure. If the decision rendered at the informal Step 1 is not acceptable, the grievance may be submitted to Step 2 as outlined below. Such submission will be in writing on the grievance form contained in this agreement (Appendix B) and must state the specific nature of the unresolved grievance, the corrective action sought, the article(s) and sections or policies and practices, regulations in dispute and the name of the Union representative.

(1) Step 2. The grievant will submit a grievance to the appropriate division chief, or comparable level officials in nondirectorate organizations, within seven working days after the informal Step 1 decision. Grievances deficient in specific details will be returned to the employee for inclusion of additional necessary information and resubmission within five working days. The division chief, or comparable level official, shall notify the Union to schedule a meeting with the employee/aggrieved party within seven (7) working days after receiving the grievance. The official will document issues discussed in detail, stating the employee/aggrieved party's and the supervisor's relative positions. The decision shall be rendered within seven (7) working days after conclusion of the Step 2 discussion.

(2) Step 3. If the decision rendered in Step 2 is not acceptable, the grievance may be submitted, on the approved grievance form, together with a copy of the Step 2 decision, to the appropriate director, or comparable level official in nondirectorate organizations, within seven (7) working

days after such decision is received. The director shall meet and render a decision in the same manner and within the time limits specified in Step 2.

(3) Step 4. If the decision rendered in Step 3 is not acceptable, the grievance may be submitted, on the approved grievance form, together with a copy of the Step 3 decision to the Civilian Personnel Officer, within seven (7) working days after such decision is received. The investigating official shall meet with the Union representatives and the grievant within twelve (12) working days of receipt of the grievance by the Civilian Personnel Officer. The written decision shall be rendered within fifteen (15) working days following the meeting.

(c) The USAAVNC/tenant commander will be the Step 4 decision authority; however, authority may be delegated to a representative. If authority is delegated, that individual becomes the approval authority. Investigating officers may be used to gather information and make recommendations to the commander/representative. The investigating officers must be appointed in writing and be of suitable authority. Commander/representative/investigating officers will meet with all parties deemed appropriate by management and the Union. Investigating officers will formulate recommendations to the commander/representative. Prior to the grievance being presented to the commander/representative, a copy of the recommendation will be forwarded through Civilian Personnel Advisory Center (CPAC) to the Union. Upon investigating officer's presentation to the commander/representative, if the recommendation is not accepted, the commander/representative will then hear the grievance personally. Based on their own investigation, the commander/representative will then render the written decision. If the commander/representative hears the grievance, the original recommendation may not be entered into the record. Once the decision is final, a copy of the written decision will be forwarded through Civilian Personnel Advisory Center (CPAC) to the Union.

(4) If the grievance is not satisfactorily settled at Step 4, the Union or the Employer may refer the matter to arbitration (see Article 38).

Section 10. Should a dispute arise between the Union and the Employer over the interpretation, application or violation of this Agreement which involves a matter over which the immediate supervisor or division head has no authority, the grievance may be initiated at Step 3 (director level). If the grievance involves a matter over which the director has no authority, the grievance may be initiated at Step 4.

Section 11. Normally, grievance decisions awarded will be implemented within 30 calendar days of the award date.

Section 12. Management will permit the payment of travel to Union representatives when the travel is in the primary interest of the government, subject to availability of funds. This provision will only be applicable for travel outside of Fort Rucker proper, which includes Cairns AAF and Shell AHP.

Section 13. When a grievance decision/settlement is rendered in favor of the grievant, the official personnel folder and organizational files will be expunged in accordance with the ruling.

## ARTICLE 38

### MEDIATION/ARBITRATION

Section 1. The parties agree to have the option of using mediation by the Federal Mediation and Conciliation Service (FMCS) (Step 5), in an attempt to resolve the grievance prior to the arbitration hearing.

Section 2. Any grievance not satisfactorily settled may be submitted to Arbitration (Step 6). Arbitration may be invoked only by the Employer or Union. The party desiring to invoke arbitration must serve notice to the other party within 30 calendar days after receipt of the Step 4 grievance decision.

Section 3. Upon receipt of this required notice, a request will be submitted by the party desiring arbitration to the Federal Mediation and Conciliation Service for a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) working days after receipt of such list; however, time limits may be extended by mutual agreement. Each party shall strike one name until one name remains on the list. The remaining name will be the duly selected arbitrator.

Section 4. Question as to the arbitrability of a particular matter shall be determined by the arbitrator in accordance with Title 5, Section 7121 (a) U.S. C. The arbitrator shall have the authority to interpret and apply the provisions of Agreement. The arbitrator shall not have the authority to change, alter, amend, modify, add to, or delete from this agreement; such right is the sole prerogative of the contracting parties.

Section 5. Regardless of the outcome of the arbitration, at the Step 5 and Step 6 levels, each party shall be responsible for bearing its own costs, expenses and attorney's fees (or representative's fees). Likewise, the fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. Arbitration hearings shall be held during the regular day shift hours of the basic workweek of Monday through Friday. Those employee representatives, appellants, and witnesses who are on duty at the time of the hearing shall be excused from duty without loss of pay or charge to annual leave while participating in the arbitration proceedings.

Section 6. In those cases where either party deems it necessary, it may arrange that a transcript of the hearing be made by a qualified court reporter or either party may make an audio recording. The party making such arrangement shall bear the full cost thereof. The other party may purchase a copy.

Section 7. The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise mutually agree.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement.

Section 9. The arbitrator's award shall be binding on the parties; however, the Union or Department of Army may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority. In the event an arbitrator's

award is appealed by the Union or management to the Federal Labor Relations Authority, the award shall be stayed pending the Authority's final determination.

## ARTICLE 39

### ARMY IDEAS FOR EXCELLENCE

Section 1. The Employer and the Union will urge all employees in the unit to participate in the Army Ideas for Excellence Program (AIEP) and strive to improve it. To this end, the Employer agrees to encourage employees of the unit to discuss prospective beneficial ideas with the appropriate management officials. Such officials will assist employees to ensure submitted suggestions are clear and concise. Each idea submitted on DA Form 1045 will be evaluated by a qualified evaluator. If the evaluator requires clarifying information, the suggester will be included in those contacted.

Section 2. When an idea is submitted for evaluation and award consideration, its receipt will be acknowledged within fifteen (15) working days; the idea will be processed as expeditiously as possible. Consideration will be given not only to the idea itself, but also to related improvements which might result from the suggestion. Suggesters will be furnished interim progress reports.

Section 3. Rejections of ideas will be in writing. The suggester may request reconsideration and reevaluation of an idea that has been rejected, upon presentation of new and/or additional information. Additionally, the suggester will be afforded an opportunity for a personal interview with the Program Coordinator to ask questions and discuss the details of the rejection notice. Upon request, the suggester may be accompanied by a Union representative. The Employer will ensure that employees are aware of their right to reconsideration and reevaluation of rejected ideas and proprietary rights in accordance with AR 5-17.

## ARTICLE 40

### ADMINISTRATIVE LEAVE DURING HAZARDOUS

### GEOLOGICAL/WEATHER OR OTHER HAZARDOUS CONDITIONS

Section 1. Employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions. All employees who are unable to report for duty shall notify their office as soon as possible. The Employer agrees that an employee who is unable to report for duty shall be granted administrative leave provided the employee supplies information which, considered in conjunction with those factors listed in Section 4, satisfies the Employer that emergency conditions prevented the employee from reporting for duty.

Section 2. All employees shall periodically be briefed on their duties and responsibilities regarding emergency reporting/notification procedures.

Section 3. When the Employer determines hazardous geological/weather conditions exist and the safety of bargaining unit employees is threatened, on duty bargaining unit employees who can be spared from duties may be given administrative leave. Volunteers who remain on duty shall be

utilized to the extent operational conditions permit and the parties recommend that appropriate recognition be given.

Section 4. In making the determination to grant administrative leave, the Employer shall consider conditions which threatens employee's home, family, or safe travel to and from home; current meteorological information, news media, official road reports, leave approvals and reduced staffing or closings at other area government facilities. The Employer shall not only consider existing conditions but forecasted conditions as well.

Section 5. The Employer shall ensure that all employees are provided with a procedure that establishes the method of notification, where and when the employee should report to duty.

## **ARTICLE 41**

### **WORK CENTERS HAVING NONSTANDARD CONDITIONS**

Section 1. Work centers having unique or nonstandard conditions, i.e., tours of duty or staffing requirements, are encouraged to develop standard operating procedures with their workforce.

Section 2. If situations arise in work conditions not covered in this agreement or are proposed by management, management will comply with its statutory responsibility to negotiate with the Union IAW applicable laws, rules and regulations.

## **ARTICLE 42**

### **FURLOUGH**

Section 1. A furlough is the placing of an employee in a temporary nonduty, nonpay status because of lack of work or funds, or other nondisciplinary reasons. For most employees, there are two basic categories of furloughs, each involving different procedures. A furlough of 30 calendar days or less is covered under 5 CFR, Part 752, Adverse Actions Procedures. A furlough of more than 30 calendar days is covered under 5 CFR, Part 3 5 1, Reduction-in-Force procedures.

Section 2. Management agrees to notify the Union of an impending furlough in a timely manner.

Section 3. A furlough may effect any employee and, therefore, it is not possible for an employee to be exempted from all furloughs.

Section 4: Employees will be kept informed of their status and the effect on them if a furlough is implemented. Seniority (based on leave service comp date) will be used as a tie-breaker in the event two or more employees have equal skills and are on the same paragraph and line number and one or more needs to be furloughed. Employees will be briefed upon initial arrival at their work site on the status of their position and whether it may be considered exempt or nonexempt.

Section 5. Employees will be notified of an impending furlough as soon as management is informed.

Section 6. Employees on furlough are advised they are not permitted to work or volunteer to

work in accordance with OPM guidelines. However, they may be recalled to work by the Employer and taken off furlough status.

Section 7. A telephone hot-line shall be established for employees with information on the furlough. The Employer shall make all reasonable efforts to directly contact each employee to notify them of termination of the furlough.

Section 8. Save-money furloughs may be implemented in such a way as to allow for a discontinuous furlough to minimize the financial impact on the employee as well as minimize the disruption to the Employer.

## ARTICLE 43

### MERIT PLACEMENT PLAN

Section 1. Purpose, policy, and coverage.

- a. Purpose. This article has been developed to establish local policy and procedures relative to Fort Rucker's Merit Placement Program in compliance with the merit placement requirements set forth in applicable government-wide regulations. All parts of this Article are binding by all parties and waivers will not be granted.
- b. Policy. It is the policy of this installation to fill all positions in a fair, equitable, and efficient manner, without regard to race, color, religion, sex, age, national origin, marital status, lawful political affiliation, membership/nonmembership in an employee organization, or any other non-merit factor, and equal opportunity practices and goals. Additionally, physically and mental handicapped candidates will receive placement consideration consistent with this article, provided such candidates are otherwise able to satisfactorily perform the duties of the position to be filled.
- c. Coverage. This article applies to all competitive service positions in the bargaining unit except for:
  - (1) Special Emphasis Program Appointments/Excepted Service Employees. Applicants for employment consideration under Veteran Readjustment Appointments, special appointments for 30 percent or more compensable preference veterans and the handicapped may be considered to the extent permitted by the provisions of the respective appointment authorities. They may be considered before any employment procedures are used that involve competition, and, once employed, may be converted under the provisions of their controlling authorities to career or career-conditional appointments without competition. Additionally, once appointed, VRA and 30 percent compensable preference veterans may seek consideration for new appointments at higher grade levels under the original appointment authority. If a subsequent appointment is obtained, all conditions of the authority start over again.
  - (2) Spouse Preference. Applicants seeking employment consideration under the provisions of the Military Family Act of 1985 (Family Member Employment

Assistance Program) will be considered to the extent permitted by and under the provisions of their controlling appointment authority.

- (3) Other Special Appointing Authorities. Applicants seeking employment consideration under the provisions of other special noncompetitive appointing authorities will be considered to the extent permitted by the provisions and procedures of their controlling appointment authority and under procedures established through appropriate negotiations.

Section 2. Noncompetitive actions. The following placement actions will be accomplished without regard to the competitive (not rated against the crediting plan) procedures of this article. (The justification for use of these provisions will be fully documented on the SF-52 processed in each use.)

- a. Promotion of an Incumbent Resulting from the Upgrading of a Position without significant change in duties and responsibilities due to issuance of a new or revised classification standard or the correction of a classification error, provided the employee meets the legal and qualification requirements for a higher grade position. If the incumbent is not promoted, he/she must be removed from the position through appropriate placement procedures.
- b. Repromotion of an Employee Previously Demoted Without Personal Cause and Not At Employee's Request. (Refer to Section 13b.)
- c. Promotion of an Employee Who Failed to Receive Proper Consideration in a Previous Competitive Promotion Action. Such employees are entitled to one special, automatic consideration for the "next appropriate vacancy" to make up for each consideration lost. The "next appropriate vacancy" is the next vacancy that occurs in the series specified in writing by the employee for which the employee would be rated highly qualified. An employee may specify not more than three (3) series under this provision. This special consideration will precede efforts to fill the vacancy by other means, including competitive procedures, except when another employee has a statutory or regulatory right to be placed in or considered for the position. Candidates will be located through the use of a Priority Consideration File maintained in the Civilian Personnel Advisory Center (CPAC).
- d. Promotion or transfer of an employee up to and including any grade previously held in a nontemporary position in the competitive service. Any employee will be considered for noncompetitive repromotion back up to and including any grade previously held in a nontemporary position in the competitive service. To receive this consideration, an employee must submit a current application form to the Employment Services Division, CPAC, under any appropriate Job Opportunity Announcement. The application should be marked "*Repromotion Consideration*" on the first page. If determined to be minimally qualified, the candidate will be referred as a noncompetitive candidate.
- e. Career Promotions.
  - (1) "Career promotions" are made without new competition when the incumbent of a position was selected competitively at an earlier stage and the intention to prepare

the selectee for the grade level now being filled was made a matter of record. Established career ladders must be on record in the CPAC. Promotion of an employee under these provisions will be made after documented performance and qualification data indicate that the employee had demonstrated that he/she is performing the higher grade duties and responsibilities successfully. Merely meeting the time-in-grade requirements for the higher grade is not an automatic guarantee that the employee possesses sufficient knowledge, skill and ability to perform successfully at the higher level.

- (2) Paragraph (3), Types of Career Promotions, describes the types of situations in which promotion can be made without competition because competition took place at an earlier stage and included evaluation of the employee's qualifications and/or employee's potential for the target level. Positions that are restructured shall, if practicable, go back up noncompetitively to the grade from which originally restructured. It must have been known to prospective candidates that the position was intended to prepare the incumbent for the higher level work and provided promotion possibility.
- (a) Each career promotion to a successively higher grade level will be made only after verification that the incumbent meets legal and minimum qualification requirements for the higher level.
- (b) If the minimum time frame established for advancement to the next higher level in the career ladder has passed and the incumbent has not yet demonstrated possession of the level of competence that will assure satisfactory performance at the higher grade level, the supervisor, the employee, the employee's representative (if requested by the employee) and a representative of the CPAC will discuss appropriate action to be taken. (For example, this could include extension of the current development phase to allow the employee to develop the necessary level of ability needed with a further reevaluation made at the conclusion of the extension.)
- (c) If it is determined that the employee cannot achieve the level of qualification needed for performance at the higher level or if the employee should ask to be reassigned at any time, if appropriate, action will be taken to place the employee in another position.
- (d) The justification for use of any of the authorized career promotions will be documented fully on the SF-52.

(3) Types of Career Promotions.

- (a) Career Ladder Positions. Successive promotions may be made until employee reaches the full performance level of a position, provided:
- (1) All entries into the career ladder were made competitively and met all requirements for placement on a "position with known promotion potential".
- (2) All have the same opportunity for promotion as they demonstrate ability to

perform at the next higher level.

- (3) There must be enough work at the full performance level for all employees in this group.
  - (4) Beyond the full performance level, promotions must be competitive.
  - (5) All employees in like positions in an organizational group are given grade building experience.
- (b) **Training Positions.** Career promotion may be made of an employee in a trainee position upon satisfactory completion of the required training and achievement of the required level of qualification. A trainee assignment, such as one filled under the Upward Mobility Program, is one involving a well-defined training program of a definite duration (which may include both on-the-job and classroom training), and the performance of assigned tasks on a rotating or nonrotating basis, under close guidance and instructions, with promotion scheduled upon satisfactory completion of the training phase. (A trainee who does not satisfactorily complete the training period may be reassigned to a different line of work or otherwise removed from the position.)
  - (c) **Positions Filled Below Established or Anticipated Grade (Lead-In Positions).** A career promotion may be given to an employee in a position that was filled at a grade below the established or anticipated grade. Reasons for filling the job at a grade below that established for the position may include trying out a candidate, awaiting approval of higher headquarters for a manpower authorization, or this installation's program to reengineer vacant positions to lower grade levels in furtherance of position management objectives.
  - (d) **Employees Under an OPM Training or Executive Development Agreement.** Employees who have entered into a training situation under an OPM approved training agreement or executive development agreement may be given a career promotion upon satisfactorily completing the training, if the agreement specifically provides for the promotion and if the employee was chosen under competitive promotion procedures or from an Office of Personnel Management register.
  - (e) **Employee Detailed for Training or Evaluation.** Career promotions may be made of an employee detailed to a higher grade position or position with known promotion potential for the purpose of training or evaluation. The detail, however, must have been accomplished under full competitive procedures, including use of the normal area of consideration for permanent promotion, and competition was made known to all potential competitors.
- (4) **Career Promotion.** "Career Promotions" will also be made when an encumbered position is reconstituted in a higher grade because of the accretion of additional duties and responsibilities. Career promotions may be made only when all of the following circumstances have been met:
- (a) There are no other employees at the same grade in the unit supervised by the

selecting official who are performing duties substantially the same as those performed by the employee prior to addition of the new duties and responsibilities. (For example, in classification, jobs are considered substantially the same when major duties, supervisory controls, knowledge required, and working conditions are the same.);

- (b) The employee continues to perform the same basic functions as were in the former position and the duties of the former position are administratively absorbed into the new position;
- (c) The addition of the duties and responsibilities does not result in an adverse impact on another encumbered position, such as abolishing the position or reducing the known promotion potential of another position; and
- (d) The employee meets all eligibility and qualification requirements for the position.

f. Reemployment, promotion, reassignment, transfer, or change-to-lower grade of former employee exercising reemployment rights after overseas assignment, mobility assignment under the Intergovernmental Personnel Act, or other assignments for which reemployment rights have been authorized. The former employee is entitled to be returned to the same position he/she left (provided the position still exists) if there is no other placement of that employee that can be made under the provisions of this Article. During the employee's absence, the position will be filled on an obligated basis only. Prospective interim incumbents will be advised of the obligated nature of the position. Obligated positions will not be redesigned or canceled during the employee's absence unless otherwise required. The employee will be notified immediately if his/her obligated position is changed or cancelled. In such cases, the employee will be reemployed as required by pertinent regulations.

g. Reassignment or change-to-lower grade of employee affected by a reduction-in-force (RIF) situation. Vacant positions for which active recruitment has been initiated will be used to place employees who are surplus as a result of the abolishment of their positions or because of displacement by other employees having higher retention standing. Surplus employees, however, will not be placed in vacant positions of a higher grade than the position currently held unless such is accomplished in accordance with RIF procedures to positions with higher promotion potential, and may be subsequently noncompetitively promoted to the full performance level of that position upon completion of the requirements of the training plan and when meeting the time-in-grade requirements. When placement is proposed to a position covered by a different pay plan, the representative rates of the grade levels involved will determine whether the action would constitute immediate promotion or promotion potential. Under certain circumstances position changes required by reduction-in-force (RIF) regulations may give the employee the benefit of a slightly higher pay rate and may be technically termed a promotion. However, for the purpose of this Article, such required actions will not be considered as a promotion action.

h. Reemployment, reassignment, transfer, or change-to-lower grade or Department of Defense (DoD) personnel eligible for priority placement consideration under the DoD Program for Stability of Civilian Employment will be eligible for noncompetitive

consideration.

- i. Temporary promotions of 120 calendar days or less. If an employee's services are needed in a higher position for more than brief periods, a temporary promotion should be effected whenever possible. Employees will be given a temporary promotion when-
  - (1) The need for a temporary replacement is expected to last more than 30 days.
  - (2) The selectee will be required to fully assume the grade controlling duties and responsibilities of the higher grade position. A management official over the vacancy must certify in writing that the temporary assignee will assume the full scope of the grade controlling duties and thereby warrant pay at the higher grade level.
  - (3) The employee meets the minimum OPM qualification standards for the position.
  - (4) All individuals to be temporarily promoted either competitively or noncompetitively will be advised in advance of the temporary nature of the action and all conditions relating to it, including the expected duration. Also, it will be made clear that management, at its discretion, may terminate a temporary promotion at any time prior to the expected termination date.
  - (5) Temporary promotions may not be used for training or job tryout purposes.
  - (6) Temporary promotions do not offer later eligibility for special repromotion consideration.
  - (7) All temporary promotions regardless of their duration will be processed on Standard Form 52 (SF-52). The CPAC and DRM shall be responsible for monitoring all such actions.
- j. Details to same or lower positions may be accomplished in 120-day increments for up to one year without directorate level or its equivalent approval.
- k. Change to Lower Grade when voluntarily requested by an employee, and the position has no known promotion potential beyond that of a position currently or previously held by the employee on a permanent basis in the competitive service.
- l. Reassignment when voluntarily requested by an employee, and the position has no known promotion potential beyond that of a position currently or previously held by the employee on a permanent basis in the competitive service.
- m. Management-directed reassignments. Management may exercise its prerogative to reassign employees, provided such reassignment is based on the needs of the service and the determination as to which employee(s) to reassign is fair and equitable. The employee will be given at least five (5) working days notice of the reassignment unless such reassignment is taken with the employee's concurrence.
- n. Other action as required by existing or future laws, directives, or regulations not specifically stipulated in the plan.

Section 3. Competitive actions. The competitive procedures outlined in this article apply to the following types of placement actions:

- a. Promotion except as otherwise provided in paragraph 2a above.
- b. Reassignment or demotion to a position with more promotion potential than a position currently or previously held on a permanent basis in the competitive service.
- c. Transfer to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.
- d. Reinstatement to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.
- e. Temporary promotion of more than 120 days or when after completing the period of service under temporary promotion an employee will have spent more than 120 days (prior service under details and previous temporary promotions included) in higher grade positions during the preceding 12 months.
- f. Conversion of a temporary promotion or detail to a permanent position. Competitive procedures will apply on making a promotion permanent unless the temporary promotion or detail was made initially under competitive procedures and the fact that it might lead to a permanent promotion was made known to all potential candidates.
- g. Selection for training that is required for promotion or that would serve to give an employee a distinct advantage for promotion.
- h. Lead positions. All lead positions will be filled on a competitive basis unless filled by the reassignment or demotion of a current leader in the same or related occupational series.
- i. Temporary positions affording promotion opportunity. A position that is required to be staffed on a temporary basis, the duration of which is expected to extend beyond 120 days and that provides promotional opportunity for permanent employees will be filled under the competitive procedures of this article as appropriate.
- j. Competitive details and temporary promotions. Refer to Section 12 for procedures.

#### Section 4. Advance planning.

- a. Position structuring. Prior to initiation of any recruitment action for a vacant position, a determination will be made on whether the position will remain unchanged or redesigned in some way. In those cases where the position is changed, the Union will be notified in writing of the changes. Considerations that could be involved include:
  - (1) Skills requirement analysis and available labor market.
  - (2) Labor costs, EEO, affirmative action, upward mobility, selective placement of handicapped and veterans employment programs.

- b. Skills requirements analysis. To assist management through timely filling of vacancies and to help employees based upon their request by advising of future placement opportunities related to their career plans, the CPAC will develop realistic projections of future employment requirements. Factors such as employment turnover, projected retirements, proposed mission changes, and funding capabilities will be continually analyzed to facilitate the projection of the number and kinds of positions that will need to be filled to meet civilian employment authorizations and have end strength at 100 percent of authorized ceiling. This analysis is used as the basis for all placement planning and for developing special action plans such as those for veteran and handicapped employment, the Upward Mobility Program, and the correction of out-of-balance situations under the Equal Employment Opportunity Program.
- c. Analysis of qualifications required. The second part of a planned placement program is to identify the most likely sources of employees to meet needs. The objective of this part of the program is to determine what a candidate needs to bring to the job; that is, what knowledge, skills, and abilities are needed to perform the job successfully. For this reason, the development of job-related criteria will be developed either as described in Section 6 or by reviewing and adapting existing criteria developed by the Office of Personnel Management or other Army activities. These criteria then will be used to assess the qualifications of current employees and other potential candidates in order to arrive at the appropriate plan for filling vacancies.
- d. Hiring goals. The recruiting and hiring goals delineated under the Affirmative Action Plan will be considered in all advance planning decisions and pursued in good faith. Recruiting strategies will take into account the severity of underrepresentation, the availability of position vacancies and authorities to fill those vacancies and the impact of such strategies upon the organization.
- e. Vacancy list. The Union will be furnished, on a weekly basis, a listing of all currently vacant positions by title, series and grade, organization, SF-52 number, staffing specialist working the action, and the position's current status.

#### Section 5. Locating candidates.

- a. General. In locating candidates for available positions, consideration will be given to the objectives of this installation's separate action plans for EEO, Upward Mobility, Affirmative Action Plan, Handicapped and Veterans Readjustment Programs. Such consideration will address the need to redesign vacated positions to provide more equitable opportunities for the employment and advancement of individuals covered by these plans. To this end, positive action will be taken by management and the civilian personnel office to identify out-of-balance situations and to assure that recruitment efforts reach all categories of employees/applicants.
- b. Area of consideration is the area in which this installation makes an intensive search for eligible candidates during a specific placement action. The area in which this installation can reasonably expect to locate enough "highly qualified" Army candidates to fill a vacancy is the minimum area within which actual search will be made. This means that for any specific competitive action as defined in Section 3 of this Article, the area of consideration must include at least the minimum area and will be advertised

to the internal work force by a job opportunity announcement (JOA).

(1) Determining minimum area of consideration.

- (a) Affirmative action will be a primary consideration in establishing the areas of consideration for filling vacancies.
- (b) For all positions having potential for career promotions, the minimum area of consideration will be installation-wide. The minimum area for GS-14 and 15 positions not covered by DA career programs will be Army-wide. In those cases where the minimum area of consideration for particular types of positions is established by a higher headquarters, that designated area will be the minimum area of consideration.

(2) Extension of area of consideration. If search in the minimum area of consideration fails to produce at least one available highly qualified candidate acceptable to the selecting official, the area of consideration will be extended to any of the sources listed below, depending on the nature of the position, location of the position, and the likelihood of identifying highly qualified candidates in other areas who would be available. Extension does not have to be made in sequential order, and the use of an extended area of consideration to fill a position does not obligate the use of the extended area in filling a subsequent vacancy. The minimum area of consideration may be extended to:

- (a) Selected or all Army activities within a limited geographical area.
- (b) Selected or all Army activities under TRADOC.
- (c) Selected or all Army activities under other Army commands.
- (d) Army-wide.

(3) Acceptance of voluntary applications from outside the minimum area. When the minimum area is less than Army-wide, voluntary applications for positions affording either immediate or promotion potential from Fort Rucker tenant organizations and Army employees outside that area will be considered at the same time Army candidates in the minimum area are considered. These voluntary applications, however, will not be accepted and/or considered for specific vacancies if received after the closing date of the JOA.

(4) Concurrent consideration is the competitive consideration of eligible non-Army candidates including transfer eligibles, reinstatement eligibles, and Office of Personnel Management register eligibles at the same time and along with Army candidates who are outside the normal minimum area of consideration. Concurrent consideration will be given in all placements involving entry into the Army career management programs at any grade level below mandatory referral levels and will be used as a source for any position in order to assure selecting officials of an adequate choice of available highly qualified candidates. Installation employees (U.S. Army Aviation Center and its tenant activities) will receive first consideration for all job opportunity announcements. The agency will take all

reasonable and necessary measures to ensure equal opportunity in all aspects of employment for all Army civilian employees. Equal employment opportunity for minorities, handicapped, and women will be facilitated by aggressive affirmative action programs designed to meet locally established goals and objectives. Affirmative actions will be focused upon achievement of a workforce, at all grade levels and occupational categories, that are representative of the appropriate civilian labor force. When "concurrent consideration" candidates are considered, such candidates will be evaluated, to the maximum extent possible, by the same criteria as candidates in the minimum area of consideration. To be considered, applications must be received or postmarked by the closing date. (Applications postmarked by the closing date must be received by the civilian personnel office within three (3) days after the closing date.

(5) Methods of locating candidates.

(a) The Fort Rucker Weekly Bulletin will be used to advertise Job Opportunity Announcements (JOAs). JOAs will be used to locate candidates for all appropriate positions after it is determined there are no candidates entitled to "mandatory consideration". Copies of the bulletin will be distributed to all organizations and will be posted by management on official bulletin boards as well as at Job Information Office, Civilian Personnel Advisory Center. JOAs will remain open for ten (10) workdays for receipt of applications. Where experience shows there is a recurrent need to fill positions having the same qualification requirements, JOAs may remain open for periods of 90 days, six months, one year, or continuous, as appropriate. In such cases an initial cut-off date of not less than ten (10) workdays after the opening date will be established. Subsequent cut-off dates will be established when the SF-52s are received in Employment Services Branch. Employees may file applications at any time prior to the closing date of the announcement. JOA information will include the following basic information about the position:

(1) Title, series, grade, and short description of major duties.

(2) Organizational and geographical location of the positions.

(3) Summary of or reference to minimum qualification standards for basic eligibility.

(4) List of any selective placement factors, e.g., frequent travel, unusual working conditions, hours, etc. determined essential to satisfactory performance. (Justification for the use of any selective placement factors will be maintained with promotion records.)

(5) Summary of job-related criteria factors to be used in determining which eligible candidates are "highly qualified".

(6) Evaluation methods to be used.

(7) If appropriate, information regarding the known promotion potential of the position, to assure that all applicants are aware of subsequent "career

promotion" possibilities.

(8) The minimum area of consideration.

(9) Opening and closing dates, how and where to apply, and deadline for receipt of application. Applications filed under JOA will be considered if they are received by the closing date or postmarked and received by the Civilian Personnel Advisory Center within three (3) days after the closing date.

(10) Statement about equal employment opportunity.

(b) Army-wide Announcement Program prescribed by higher headquarters, will be followed when advertising positions on an Army-wide basis. Army-wide vacancy announcements received at this installation will be publicized locally by the Civilian Personnel Advisory Center by noting the position title, series, grade and location in the Weekly Bulletin. Copies of the announcements will be available for review in the Job Information Center of the Civilian Personnel Advisory Center.

(c) The parties jointly recognize the benefits to be gained by a job information line located at the appropriate personnel office to provide job vacancy announcement information for Fort Rucker positions. The information provided on specific vacancies shall include:

(1) Job title and grade.

(2) Announcement number.

(3) Closing date.

(4) Organization of vacancy.

(5) Point of contact (POC).

(d) All application forms required by the JOA will be made available to the employee by the supervisor or organization. Employees having questions or needing assistance with applications should discuss the matter with their supervisor or organization's representative.

c. Duration of merit promotion and noncompetitive referrals (DA Form 2600). Referrals may be used for up to 90 days after the date of the initial referral, to fill similar positions at the same organization, with the same title, grade, series and the same qualifying criteria, as long as two or more qualified candidates are available.

d. Method of application. Standard Form (SF) 171, Application for Federal Employment, OF-612, or any other form containing sufficient information to determine the applicant's qualification and eligibility will be considered a valid application under this article.

- (1) Employees desiring to compete for position(s) under this article, i.e., Job Opportunity Announcements (JOAs), may do so by completing an application for each announcement. Since submission of the application is considered official business, government reproduction is authorized. Letters of recommendation and performance appraisals/evaluations are authorized attachments.
- (2) Employees needing assistance regarding completion of their application should contact their immediate supervisor, administrative officer, Union steward, or servicing staffing specialist.
- (3) Applicants will certify that their last performance rating is fully successful or higher in item 47 of the SF-171, or at the end of their resume or OF-612. In lieu of this certification, an employee may submit a copy of his/her latest performance appraisal. Failure to include this statement will result in the application being rejected.

#### Section 6. Candidate evaluation.

- a. General. All candidates for placement under this article will be evaluated solely on their current levels of knowledge, skills, and abilities (KSAs) for the job to be filled and on their potential to progress when the job being filled actually leads to further advancement. All candidates will be evaluated against the same qualification standards and to the maximum extent possible, the same job-related criteria.
- b. General candidate evaluation process. The evaluation process will normally be comprised of two steps: (1) Determining basic eligibility, and (2) Rating to determine Highly Qualified. Step 1 will apply for all placement actions (competitive and noncompetitive) for all prospective candidates. The general candidate evaluation process will apply as follows:
  - (1). STEP 1. Determining basic eligibility. In this step, the information available on all candidates must be compared first to the Office of Personnel Management Qualification Standards and, secondly, "selective placement factors", if any, determined to be essential for minimum satisfactory job performance. Normally, this process will be conducted by the assigned civilian personnel specialist, although subject matter specialists may participate in this determination when serving in an official capacity. Notice of ineligibility or basic eligibility should be dispatched by civilian personnel officials within five (5) working days from the date of determination.
  - (3) STEP 2. Determining highly qualified.
    - (a) All basically eligible/qualified promotional candidates for the position will be evaluated further to identify those who are also "highly qualified", that is, those candidates who are determined to be capable of superior (highly successful) performance in the job to be filled. Candidates who are qualified, but not highly qualified, are simply qualified and may not be referred under competitive procedures unless all reasonable areas of search inside and outside the Army have been exhausted without obtaining any highly qualified candidates.
    - (b) Notices of rating will be dispatched from the CPAC within five (5) working

days after the rating process has been completed.

- c. Qualification standards. The OPM standards constitute the minimum qualification requirements for positions filled under this article. Every candidate who meets or exceeds the applicable minimum standard is considered basically eligible for the position. Any candidate who does not meet the minimum requirements for the position is ineligible for further consideration for the position being filled. The OPM's minimum standards for all general schedule (GS) positions are contained in the Qualification Standards Handbook. Copies of these standards are maintained on file in the CPAC and are available for review by all candidates. When local vacancy announcements are issued to locate candidates for competitive placement, the announcements will include either a summary of the applicable minimum standards to be used or identify it specifically for employee reference purposes.
- d. Selective placement factors. In some instances, a particular job or job environment will necessitate an additional basic, or minimum, qualification requirement that must be met if minimum satisfactory performance is to result. For example, in some jobs the incumbents will be able to perform the required duties and responsibilities only if they are fluent in a language other than English or willing to travel by airplane. These additional, absolute essential requirements, are referred to as "selective placement factors". There must be documented justification on file of their relationship to the actual duties of the specific job to be filled. When "selective placement factors" are identified and are approved as essential by the CPAC, the factors become part of the minimum requirements for basic eligibility. Candidates who do not meet the established selective placement factors will be ineligible for the specific position to be filled even though they do meet the OPM minimum standards.
- e. Job-related criteria. The "rating" process is based on a comparison of the "eligible" candidates' qualifications against a set of "job-related criteria" that have been predetermined for the specific job or type of job to be filled. These "job related criteria" go beyond the minimum standards for "eligibility" and are expressed in terms of the specific knowledge, skills, and abilities (KSAs), that both (1) must be brought to the job, and (2) if possessed to a high degree will distinguish the likely superior (highly successful) performers from those who are likely to be only adequate (or merely satisfactory).
- f. Job analysis. The job-related criteria will be identified through actual analysis or study of the job duties and responsibilities. The job analysis as well as the criteria developed may cover a single position, a group of positions, or related occupations having common characteristics and no critical difference in duties and responsibilities.
  - (1) Job analysis at this installation should be a cooperative effort involving managers and technically qualified specialist in the occupation of the position to be filled. A personnel staffing specialist will provide assistance and monitor job analysis sessions.
    - (a) A position classification specialist will assist in the job analysis or review the results of the sessions for general conformance with current job classification and grading standards.

- (b) In some instances, the supervisor/selecting official of the vacancy may be the only locally available subject matter specialist in the occupation who is at a grade level equal to or above that of the vacancy. He/she may be called upon to participate in job analysis along with a qualified CPAC representative(s).
- (2) Job analysis will be concerned with identifying KSAs that will distinguish highly successful performers.
- (3) All available information relevant to the job requirements will be reviewed. The critical job duties and the KSA related to performance of those duties will be outlined and recorded. In addition, there will be documentation to reflect the decisions as to which of the KSAs must be brought to the job and will distinguish the highly successful performers.
- g. The Crediting Plan. The Crediting Plan will be used to improve the consistency and objectivity of the rating process. Crediting Plans will list each of the KSA elements or factors that comprise the job-related criteria for the job covered and will include, as a minimum, a description of the highly qualifying level of each KSA.
- (1) Once developed, a Crediting Plan for a specific job, or for specific types of similar jobs, becomes a permanent guide for raters to use in evaluating candidates for these jobs. Each Crediting Plan, however, will be reviewed for adequacy each time it is proposed to cover another job under that plan as well as each time before the plan is used in the rating process.
- (2) If a job has unique duties or responsibilities that will require evaluation of knowledge, skill, or ability not already included in the existing crediting plan, the plan will be adjusted for that particular job or a separate Crediting Plan will be developed. The decision to adjust an existing Crediting Plan or establish a new plan will be documented in the required placement records.
- h. Rating instruments. In determining which eligible candidates are highly qualified, "rating instruments" provide evidence of the present amount of KSAs possessed by candidates. The instruments listed below will be used when appropriate and required by the applicable Crediting Plan.
- (1) Supplemental qualification statements. Self-rating forms may be an additional instrument used in obtaining the candidates' evaluation of their current level of qualification of the KSA. The supplemental forms will be designed to elicit from candidates (generally without requiring a high degree of writing ability) specific information related to the KSA described in applicable Crediting Plans.
- (2) Structured interviews. Structured interviews will be used for any position when job analysis determines that an interview is an effective instrument for measuring one or more of the KSAs in the job-related criteria. If any candidates are outside of the commuting area and are not available for on-site interview, the Civilian Personnel Advisory Center will arrange for administration of the structured interview by an Army activity in the candidate's commuting area. If this is not feasible, the candidate will be interviewed by telephone and/or asked to submit a supplementary written questionnaire response. Prospective interviewers will be provided training by the CPAC, which also will assure compliance with Privacy

Act provisions. The interviewers shall meet the following requirements: (a) not be from the candidate's immediate work area if other sources are available; (b) the selected interviewers will be selected from the federal civilian work force unless the situation dictates otherwise.

- i. **Information sources.** In evaluating "eligible" candidates against the job-related criteria described in established Crediting Plans, raters will consider all other available information in candidates' background that is relevant to possession of the required knowledge, skills, and abilities, including:
  - (1) **Work history (experience).** Job-relevant information concerning candidate's work history will be obtained primarily from review of the application. Supplemental qualification statements may be used on an optional basis where additional information is needed on KSA. Each candidate's work history will be reviewed for the purpose of determining what the outcomes were, i.e., what degree of the required KSA has resulted. The amount, or length, of relevant work experience a candidate has had, as well as the candidate's rate of progression in the same or related fields, may be important in determining that he/she has had sufficient opportunity to develop the degree of KSA needed for the job and, therefore, may be considered by raters, especially when direct qualitative information is not conclusive. However, length of experience, or length of service, per se, will not themselves be criteria factors in the rating process. The Official Personnel Folder may be reviewed to clarify questionable experience or education.
  - (2) **Education, training, self-development.** (From the OPF as needed, Personal Qualifications Statement (SF-171), Supplemental Qualifications Statements and/or its resume equivalent.) Candidates' education, training, self-development, and outside activities will be considered relevant to performance in the job to be filled. Education may be considered also if it clearly provides evidence of learning ability essential for bona fide trainee positions. Amounts of education/training, per se, will not themselves be criteria factors in the "rating" process unless there is documented evidence available (certified as relevant and valid by professional personnel management specialist) that demonstrates a clear and positive relationship between amounts of education/training and possession of higher levels of KSAs.
  - (3) **Awards/official recognition.** (From Personal Qualifications Statement (SF-171), OPF, resume, and/or Supplemental Qualification Statements.) Awards and other employee recognition will be considered in the rating process. Evidence of awards/official recognition will be submitted upon request.
- j. **Rating methods.** In rating candidates for position vacancies, either of two methods may be used—the "global or multiple judgment" method or the "point rating" method. The Crediting Plan will identify which method is appropriate for the specific job.
  - (1) Under the "global or multiple judgment" method, candidates will be placed in one or two categories—"Highly Qualified" or "Qualified"—based upon the rater's overall (or global) judgment of how well each candidate's qualifications meet or exceed the job-related criteria. Any scores (points) considered during the rating process, including any scores on individual rating instruments or assigned to

individual job elements (KSA), are used only as guides by the raters rather than as automatic determinants of the final rating category. Normally, this rating method will require the judgment of a group (usually three) of raters; however, personnel staffing specialists may serve as the sole rater.

- (2) Under the "point rating" method, the individual KSA scores do determine the final rating; that is, whether the candidate is/is not "highly qualified". A Crediting Plan may require that to be "highly qualified" for a specific position covered, a candidate must score at least three (3) points on each of the KSA factors in the job-related criteria. Some Crediting Plans may require that candidates receive an average of three (3) points on all the factors (provided it was determined during job analysis that scores below "3" on some KSA factors could be made up for (compensated) by scores above three (3) on other factors. Other Crediting Plans may require that candidates score four (4) points on one or more elements to be rated "highly qualified".

k. Rating procedures.

- (1) Multiple raters (panels). Multiple raters (i.e., panels) will normally be used to rate candidates when filling positions under the competitive procedures; however, personnel staffing specialists may serve as a single rater. When panels are used, they should consist of at least three members. These panels should include a mixture of race and gender when possible.

- (2) Rater qualifications.

- (a) Whenever subject matter specialists familiar with the occupation of the position to be filled are used as raters, personnel staffing specialists will serve as advisors regarding merit principles and requirements. Raters shall not rate candidates on personal knowledge but rather on written documentation.
- (b) A prospective selecting official will not participate in rating for his/her vacancies, unless that official is the only person in the work force who meets the rater qualification requirements of (1) and (2) above. When a selecting official is used as a rater, the personnel staffing specialist will assure that the rating criteria established and the rating decisions made are related to the actual job duties and responsibilities and are not designed to favor or provide preferential treatment to any candidate(s). The staffing specialist will assure that the respective union president or designated representative is notified.

- l. The rating of applications shall be performed only by persons designated by management, or by properly designated rating panels of occupational experts designated by management.
- m. Protection against compromise. Since candidates having knowledge of crediting plans, scoring keys, and other evaluation materials would have an unfair advantage in placement considerations, all candidate evaluation materials not specifically identified for use and/or access to candidates is treated as if it were FOR OFFICIAL USE ONLY, and is normally available only to appropriate management officials and union representatives who demonstrate a particularized need. Any person subject to this

placement plan who divulges such information, except to those entitled to it, will be subject to appropriate disciplinary action.

n. Suspension of competitive action. The following occurrences will lead to suspension of the competitive action in process.

- (1) Changes in basic qualification requirements or job-related criteria after recruitment action has begun (e.g., vacancy announcement published).
- (2) Reappraisals of candidates to change initial ratings.
- (3) Compromise of evaluation information.
- (4) Discovery of candidates who must be given noncompetitive consideration after competitive procedures have been initiated.
- (5) Manpower or funding restrictions imposed before the selecting official has committed the final discretionary action of selecting a candidate.
- (6) Increases or reductions in the number of positions to be filled, when such changes affect the conditions under which the current placement action is being taken.
- (7) Discovery that a procedural, regulatory, or program violation has been committed.
- (8) Last minute additions to referral listing.

#### Section 7. Referral.

- a. General. All promotional candidates determined to be highly qualified under Job Opportunity Announcement for any position vacancy will be referred to the selecting official on a DA Form 2600 Referral and Selection Register. The parties agree that the employer will utilize, to the maximum extent possible, the skills, and talents of its employees. Therefore, consideration will be given in filling vacant positions to Fort Rucker employees.
- b. The referral and selection register.
  - (1) Referral and selection registers contain the alphabetical listing of the names of the candidates for a specific vacancy.
  - (2) Information concerning referred candidates' work history, training and education, awards received and supervisory appraisal data (including any employee comments on the appraisals) will be made available to selecting officials by the personnel staffing specialist responsible for the referral. Official Personnel Folder may be reviewed only within the confines of the CPAC and selecting official may not divulge any of the information to unauthorized persons. Violations of this provision may be the basis for disciplinary action.
  - (3) Referral of noncompetitive eligibles. Candidates who are eligible for noncompetitive consideration (e.g., reassignment, demotion, promotion, transfer,

reinstatement to a position having promotion potential no greater than a position the employee currently holds or previously held on a permanent basis in the competitive service, and special hiring programs such as handicapped, DAV, and VRA eligibles) may be referred prior to the completion of the evaluation process of the promotional candidates. The selecting official may make a selection from the noncompetitive list of eligibles prior to receipt of the highly qualified promotional eligibles. If preferred, the selecting official may hold the noncompetitive list of eligibles until he receives the referral of the names of the highly qualified promotional candidates. A selection may be made from either the noncompetitive (basically qualified) or the competitive (highly qualified) list of eligibles.

- c. Special consideration referral. Employees entitled to noncompetitive consideration because of failure to receive proper consideration or other reasons outlined in Section 13 will be referred on separate selection register before regular competitive and noncompetitive candidates are considered. A special consideration referral will be considered and handled as a full referral even though it may contain only one name.

#### Section 8. Selection and release.

- a. General. The selecting official is entitled to select any candidate referred to him/her on a Referral and Selection Register. The official must base his/her selection on merit/job related factors, to include the affirmative action goals of this installation.
- b. Selection.
  - (1) The selecting official must identify on the Referral and Selection Register the candidate selected and assure that the selection was based solely on job-related criteria. The selecting official must state, in detail, the reasons for his/her selection. When the vacant position is identified in an approved Affirmative Action Plan or Federal Equal Opportunity Recruitment Program as one in a series and grade in an underrepresented category, then race, sex, or national origin may be considered as one factor in the selection process, but not the sole or deciding factor. Any consideration of race, sex, or national origin must be a part of the selecting official's total evaluation process and not be used merely to break ties or add points.
  - (2) Management, at its discretion, may decide not to fill a vacancy even after receiving a properly developed Referral and Selection Register. If a selection is not made from the referral list, it will be returned to the Civilian Personnel Advisory Center with written justification forwarded through the organization director. The Civilian Personnel Advisory Center will review the documentation and determine if the failure to make a selection is supportable on merit grounds. If not supportable, the CPAC will advise the appropriate staff/director of the nonselection and recommend that selecting official make a selection or that selection be made by next appropriate official. If not supportable and the selecting official refuses to make a selection, the request for recruitment will be returned and may not be resubmitted for a period of at least six months, unless an exception is approved by the activity commander. In no instance will selections be referred or delayed solely to circumvent the requirements of this Article, the Federal Merit Promotion

Program, Fort Rucker's Affirmative Action and FEORP Plans. All referral and selection registers will be issued with an expiration date of seven working days from date of issue. Referral and selection registers will not be valid after the expiration date unless an extension is approved by CPAC.

- (3) Personal or telephonic interviews of referred candidates may be used. Interview arrangements will be made by managers with the assistance of the CPAC when necessary. Interviews should be conducted in accordance with all merit and EEO principles. If interviews are conducted, a minimum of three (3) of the referred candidates will be interviewed. Selecting officials will not give a written, performance, or job knowledge test to assist in making selection, since job-related tests must be included in the candidate evaluation process if used. Selecting officials may seek the advice or recommendations of other federal civilian employees at or above the level of the position to be filled. The selecting official may not delegate selection authority and must make the selection based solely on job-related criteria.
  - (4) Review. Each selection made will be tentative pending final approval of referral audit by CPAC and EEOO in cases of under representation and any required pre-employment investigation by the CPAC/EEOO. Selecting officials are required to evaluate and select candidates based solely on the job-related criteria and remain obligated to state these criteria and merit based reasons for their selection in response to a charge(s) of discrimination and/or claim of a prohibited personnel practice.
- c. Release. When selection will result in relocation of the candidate within or between organizations covered by the Article, arrangements for a release date will be made by the servicing CPAC in coordination with the supervisory officials concerned. Employees covered by this Article normally will be released to report to their new position no later than the beginning of the first pay period following 14 days from notification of selection by the CPAC. Any proposed deviations from this practice will be worked out between the supervisors involved. In no case will release of an employee of this installation be accomplished later than 30 days after final selection.
  - d. Notification. The CPAC will notify the successful candidate and his/her supervisor as soon as possible after receipt of the referral and selection register from the selecting official. Since selection is "final" once all decisions within management's discretionary authority have been made and only administrative actions remain to be completed, the CPAC will make this notification within five workdays following receipt of the completed register from the selecting official. Nonselected candidates will be notified within five (5) workdays in writing after contact is made with the selected candidate.
  - e. Meeting requirements.
    - (1) The servicing CPOC will be responsible for assuring that all legal and regulatory requirements are met before a promotion is effected.
    - (2) Applicants who will not meet the time-in-grade requirements for the grade level of the vacancy within 30 days after the date of issuance of the referral and selection register will be considered ineligible.

Section 9. Placement records/review corrective action.

- a. Records. Placement records will be subject to review by internal evaluation methods by higher authority, including the Office of Personnel Management (OPM). Records required by this Article and other applicable regulations will be used to document fully all placement actions. The records will be used for such purposes as (a) evaluating the placement program, (b) providing assurance and evidence that placement actions are being made in accordance with established merit principles and procedures, and (c) responding to questions about the placement program or specific actions.
- b. Review. Sufficient documentation will be available within the placement records to provide a clear audit trail and permit complete reconstruction of any action. All completed actions, including documentation, will be reviewed to assure that procedural and regulatory requirements have been met. Regular internal regulatory audits will be conducted by the CPAC. Scheduled command, Department of the Army (DA), or Office of Personnel Management surveys, as well as individual complaints or grievances, may also lead to review of placement actions.
- c. Corrective actions. When violations are identified as a result of any review of placement actions, appropriate corrective action will be taken in accordance with provisions of Section 15 of this Article. When adverse trends are identified, such as long term failure to locate, refer, or select available highly qualified minority or female candidates for certain positions or organizations, all possible actions will be taken to remove any unnecessary or non job-related barriers.
- d. Placement records data. For each competitive action processed under this Article, the JOA folder will contain the following documents and information—
  - (1) Cover Sheet: The JOA folder cover sheet shall reflect the following items:
    - (a) Copy of the Job Opportunity Announcement (JOA).
    - (b) Copy of all referrals.
    - (c) Copy of Crediting Plan.
    - (d) Rating forms.
    - (e) Memorandums for record (MFRs) depicting action taken.
  - (2) Cover sheet for respective ratings. For each rating (highly qualified, qualified, and ineligible), a cover sheet shall be maintained containing the names (in alphabetical order) of all persons receiving this rating.
  - (3) Referral and selection register. The selecting official shall state in detail, the reason(s) for his/her selection.
  - (4) Explanation for Crediting Plan. Each JOA folder shall contain a statement, prepared by the personnel staffing specialist, justifying and explaining the job

elements and highly qualifying criteria selected, the weight given each element, the rating elements and methods use, etc. The statement shall include all source materials, all persons consulted, etc.

- (5) Identification of specific position filled, including organization and geographic location.
- (6) Description of duties.
- (7) Minimum qualification standard, including any selective placement factors that apply.
- (8) Crediting Plan describing the job-related criteria and rating/ranking methods used.
- (9) Minimum area of consideration and any extended areas.
- (10) Method(s) used to locate eligible candidates, e.g., vacancy announcements or skills file search. Copies of any vacancy announcements or paid advertising materials used will be included.
- (11) Description of concurrent consideration sources (if applicable) and consideration of Army voluntary applicants. Copies of any documents, e.g., OPM certificates verifying concurrent consideration will be included.
- (12) Names of all candidates considered.
- (13) Qualification determinations on each candidate, including copies of information used, e.g., supervisory appraisals, test scores, etc., in making determinations.
- (14) Identification by names; position title, series, and grade; and organization location of persons involved in the evaluating of candidate qualification.

#### Section 10. Employee complaints and grievances.

- a. General provisions. Management and/or the servicing CPAC, as appropriate, will be fully responsive to any employee questions or complaints regarding the general operation of this Merit Placement Program or specific placement action. Every effort will be made to resolve questions/complaints on an informal basis.
- b. Grievance procedures. If a candidate believes that the provisions of this Merit Placement Plan were not followed in filling a particular position, or that his/her qualifications were not correctly evaluated, he/she may file a grievance in accordance with the negotiated grievance procedures. Bargaining unit employees dissatisfied with a rating received as a result of filing for consideration under a JOA may file a grievance under the negotiated grievance procedure at the second step. The second step procedure will consist of rating official(s) and union designated representatives who will meet to review and make necessary adjustments, if any, within the time frame outlined in the grievance procedure. Effort will be made to resolve the complaint in an expeditious manner so as to eliminate lost consideration to the maximum extent possible.

- c. Nongrievable matters. Employee grievances based solely on nonselection from a properly developed register of candidates will not be accepted unless it is claimed that the nonselection was due to discrimination, favoritism, nepotism, or other nonmerit factors.

Section 11. Relations with Employees and Employee Organizations.

- a. Information to employees – general. In addition to this Article, general information regarding the Federal Merit Promotion Program will be published in special announcements, articles, and guidance regarding the program whenever there are changes directed by higher authority or when program review shows that more employee information is desirable. Appropriate vacancy announcements also will identify any new material of a general nature. Employees also may request general information from their supervisors, who either will provide all appropriate information or arrange for employees to obtain such information from the CPAC.
- b. Information to employees – specific.
  - (1) The following information about specific placement actions will be furnished, upon request, to any candidate considered under a vacancy announcement:
    - (a) Whether the employee received consideration.
    - (b) Whether the employee was found to be basically eligible.
    - (c) Whether the employee was determined to be “highly qualified”.
    - (d) Whether the employee was among the group from which selection was made.
    - (e) Who was selected, by name.
  - (2) Upon request of an employee/candidate who was not referred, he/she may, as necessary, obtain from the CPAC, or his/her designee, information regarding the areas in which the employee needs to improve in order to increase future competitive opportunities.
- c. Relationship with employee organizations. The CPAC has been designated as the Commander’s representative for conducting business with recognized employee organizations and to seek their views regarding this Article.
- d. Management responsibilities.
  - (1) Management will provide information to employees regarding:
    - (a) Basic merit system principles and policies.
    - (b) The procedures outlined in this Article.
    - (c) Specific short- and long-range promotional opportunities available.

- (d) How to apply for consideration for higher-level vacancies.
- (e) What to do to improve one's chances for promotion.
- (f) Answers employee's questions, to extent possible, concerning application forms.
- (g) EEO, Affirmative Action Program, and FEORP consideration.
- (h) Requirements for successful performance.

(2) The counseling will be accomplished at least once annually, generally during performance appraisal discussions, and more often on an individual basis as appropriate. Management will inform employees that information about promotional and career development opportunities is to be publicized by vacancy announcements. Management will also offer to file applications for their employees upon written request, when the employees are absent in an official capacity. Management will make sure that vacancy announcements are read to those who cannot see or read. Employees should be counseled regarding the limitations of this Merit Placement Plan Article; it does not guarantee a promotion for every employee, but does assure all employees fair and equitable opportunity for consideration.

#### Section 12. Competitive details and temporary promotions.

- a. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period with the employee returning to his/her regular duties at the end of the detail. The employee does not have to meet the OPM qualification requirements and there is no change in the employee's salary.
- b. Care should be taken to avoid prolonged details to duties outside the employee's current job description, since this practice defeats the purpose of a sound classification program and frequently lowers employee morale. Managers should also avoid extended details (over 30 days) to positions for which employees do not meet OPM qualification requirements, since this raises false hopes/expectations and leads to employee dissatisfaction.
- c. An employee may be noncompetitively detailed to another established position at the same or lower grade for an initial maximum period of 120 days. Extensions may be made in 120-day increments up to one (1) year in cases where there is clearly a need. Extensions of details to the same or lower-graded, established positions beyond one (1) year requires prior approval by the directorate level official of the organization.
- d. An employee should not be detailed to perform work of a higher grade level, except for brief periods, unless there are compelling reasons for doing so. If qualified, an employee will be temporarily promoted in lieu of a detail to a higher grade if the assignment is for more than 30 days (see 12b). If the employee does not meet the criteria for a temporary promotion, he/she may be noncompetitively detailed to a higher position or to a position with known promotion potential for a period of up to 120 days. Details which will extend beyond 120 days must be accomplished under the

competitive procedures of this article. Once it is known that a detail will extend beyond 120 days (including a succession of details and noncompetitive temporary promotions which total 120 days during the last 12 months), the CPAC must be notified as soon as possible so appropriate action can be taken.

- e. Temporary promotions.
  - (1) An employee who is eligible (meets OPM qualification requirements as well as any selective placement factors and time-in-grade requirements) may be noncompetitively promoted to perform the duties of a higher graded position for a maximum of 120 days in any 12-month period. Competitive procedures must be used for temporary promotions over 120 days in higher graded positions. Prior service under all details and temporary promotions, whether competitive or noncompetitive, must be counted during the preceding 12 months.
  - (2) In cases of operational necessity only, the area of consideration for competitive detail/temporary promotions may be narrower than for permanent placement. Justification for use of a narrowed area will be documented fully in placement records by the servicing CPAC.
  - (3) If the area of consideration for a competitive detail/temporary promotion was narrower than required for normal permanent placement, full competitive procedures will apply if the position is later filled on a permanent basis.
  - (4) A temporary assignment to a higher graded position may be accomplished by a temporary promotion when --
    - (a) The need for a temporary replacement is expected to last more than 30 days.
    - (b) There are no immediately available priority placement candidates in Categories 1 or 2 willing to accept temporary placement.
    - (c) The selectee will be required to fully assume the grade controlling duties and responsibilities of the higher grade position. A management official over the vacancy must certify in writing that the temporary assignee will assume the full scope of the grade controlling duties and thereby warrant pay at the higher grade.
    - (d) The employee meets the minimum OPM qualification standards for the position.
- f. All individuals to be temporarily promoted either competitively or noncompetitively will be advised in advance of the temporary nature of the action and all conditions relating to it, including the expected duration. Also, it will be made clear that management, at its discretion, may terminate a temporary promotion at any time prior to the expected termination date.
- g. Temporary promotions will not be used for training or job try-out purposes.
- h. Temporary promotions do not confer later eligibility for special repromotion

consideration.

- i. Details in excess of 30 days, and temporary promotions regardless of their duration, will be processed on a SF-52. CPAC shall be responsible for monitoring all such actions.

### Section 13. Special Consideration.

- a. Priority – Consideration. Employees who are repromotion eligibles or who did not receive proper consideration in a previous promotion action will be accorded special consideration before regular competitive or noncompetitive candidates are referred, as shown in Section 14. If there is more than one employee entitled to special consideration in the same series, they will be referred together. If it is determined either that an employee was improperly denied inclusion on a selection roster, in a placement action under this Article, or was not selected solely because of nonmerit factors, and the erroneous selection is allowed to stand under authority provided in OPM regulations, the employee will be accorded one special, automatic consideration for the “next appropriate vacancy” to make up for the consideration lost. The “next appropriate vacancy” is the next vacancy that occurs in the series specified in writing, by the employee, for which the employee would be rated qualified. An employee may specify not more than three series under this provision. Candidates will be referred once for each consideration lost. If employees who did not receive proper consideration in a previous placement action are referred and the referral is not used, a detailed explanation of the reasons for nonuse is required. If nonuse of the referral is justified, other eligible may be referred.

- b. Repromotion Program.

- (1) General.

- (a) Placement actions under this program are subject to DoD 1400.20-1-M, Policies, Procedures and Programs Manual for DoD Program for Stability of Civilian Employment. The repromotion program provides positive placement assistance to employees receiving grade or pay retention benefits due to involuntary placement in lower graded positions under circumstances not involving personal cause. The objective of the program is to place employees into positions with responsibilities commensurate with their qualifications and pay.
    - (b) Involuntary changes to lower grade under circumstances not involving personal cause occur for reasons such as RIF, application of new classification standards, correction of classification error, medical disqualification, and declination of functional transfer.
    - (c) Employee changed to lower grade involuntarily, without personal cause and who are receiving grade or pay retention benefits will be provided noncompetitive consideration for repromotion to a grade no higher than that from which demoted and to any intervening grade for which qualified and interested.

- (2) Repromotion consideration. Repromotion consideration will be provided on a noncompetitive basis as follows:
- (a) Employees will be automatically registered in the repromotion program by CPAC for the same series and grade from which demoted. Employees who believe they are eligible for repromotion consideration for any other series must submit an application form and list of specific series for which consideration is desired. Employees are responsible for submitting up-to-date applications to CPAC for inclusion in the repromotion program file.
  - (b) Employees whose experience and training background demonstrates they are at least "well qualified" for repromotion to the vacancy will be referred as a mandatory repromotion eligible. "Well qualified" means: that the employee has demonstrated that his/her performance in the job to be filled will be "fully satisfactory", that is, in the upper range between "satisfactory" and "superior". Employees who are "well qualified" will be referred ahead of those who are not. Selection from the "well qualified" referral is mandatory unless an exception is granted. All requests for exceptions will be submitted through the Civilian Personnel Advisory Center for the Chief of Staff's or designee's approval.
  - (c) If there are no "well qualified" repromotion eligibles or if the Chief of Staff or designee approved the nonselection of the "well qualified" repromotion eligibles on the mandatory repromotion referral, other repromotion eligibles who meet the OPM minimum qualification requirements will be referred. In this case, selection is not mandatory, and the only management documentation required is to show that the employee did receive prior consideration for placement.
- (3) Termination of repromotion consideration. Special repromotion consideration will cease upon the termination or expiration of grade or pay retention, or upon entry into a position with known promotion potential to a grade equal to or higher than the retained grade or repromotion eligibility.
- (a) Actions which will terminate grade or pay retention with the resultant removal of the employee from repromotion consideration are listed below:
    - (1) Termination of grade retention. Grade retention is terminated if the employee has a break in service of one (1) or more workdays, or is demoted for personal cause, at his/her request, or is placed in or declines a reasonable offer of a position the grade of which is equal to or higher than the retained grade, or elects in writing to have the grade retention terminated.
    - (2) Termination of pay retention. Pay retention is terminated if the employee has a break in service of one (1) or more workdays, or is demoted for personal cause or at his/her request, or is placed in or declines a reasonable offer of a position for which the rate of basic pay is equal to or higher than that to which the employee is assigned. Pay retention expires when the retained rate of pay is equaled or exceeded by a step rate of the reduced

grade of the position to which the employee is assigned.

- (b) Pay retention expires when the retained rate of pay is equaled or exceeded by a step rate of the reduced grade of the position to which the employee is assigned.
- (c) Employees who enter into positions with known promotion potential to grades equal to or higher than their repromotion eligibility will be removed from the DoD Priority Placement Program (if registered) as well as from local repromotion consideration. Grade and pay retention benefits will continue until terminated by actions identified in 1 (a) or 1 (b) above.

#### Section 14. Order of placement consideration.

(NOTE: The following types of placement actions and/or placement consideration must precede competitive consideration under this Article, given the normal order of priority, by type of action. In many cases, there are special exceptions provided in the governing OPM, DoD, or Army regulations which can change the order. In no case, however, can competition under this Article be higher than is indicated below. Career promotions are not included since the positions involved are already encumbered, are being filled noncompetitively and, therefore, do not constitute bona fide vacancies subject to the placement considerations above.)

- a. Statutory/regulatory/mandatory placements directed by higher authority.
- b. Noncompetitive reassignments directed by local management permitted under DoD Stability of Civilian Employment Program.
- c. Special consideration entitlement for repromotion (see Section 2-1b).
- d. Special consideration after failure to receive proper consideration.
- e. Reassignments permitted under DoD Program for Stability of Civilian Employment.
- f. Priority consideration of priority 1 and 2 registrants in DoD Priority Placement Program.
- g. Noncompetitive and competitive placement consideration of current Department of Army employees, including priority 3 military spouses from the DoD Priority Placement Program.
- h. Priority consideration of all other priority 3 registrants in the DoD Priority Placement Program.
- i. Other competitive actions.

#### Section 15. Corrective Actions.

- a. Immediate action will be taken to correct a violation since a number of individuals may have been involved, including the employee erroneously placed, employees not properly considered because of the violation, and/or management officials sanctioning

the action. Correction of program deficiencies also may be in order. The nature and extent of actions to be taken must be determined on the basis of all the established facts in the case. Regard must also be given to the circumstances surrounding the violation, the ethical and legal rights of those concerned, and the best interests of the government.

- b. When a violation has been alleged or discovered, the person placed will remain in the position until a determination is made as to what corrective actions will be taken, if any. The types of actions directed against individual officials, whether military or civilian, will be in full accordance with applicable personnel regulations.
- c. Each type of violation—procedural, regulatory, or program—requires corrective action appropriate for that violation.
  - (1) A procedural violation occurs when a promotion action does not meet the requirements of this Article. If reconstruction of the action shows that the employee selected could have been selected if proper procedures had been followed or if the jurisdictional office of the OPM approves, the employee selected may remain in the position.
  - (2) A regulatory violation occurs when the promoted employee did not satisfy legal and/or regulatory requirements for promotion, such as time-in-grade restrictions. The erroneously promoted employee may be retained in the position only if they meet all requirements for promotion at the time of corrective action and if the jurisdictional office of the OPM gives approval.
  - (3) A program violation occurs if this installation's Article and promotion guidelines or practices do not conform to OPM or higher level requirements. In a program violation, an employee generally may be retained in the position if there were no procedural or regulatory violations involved.
- d. If the action taken to correct an erroneous promotion is to require that the position be vacated, all employees who were not promoted or given proper consideration because of the violations will be considered for promotion to the vacated position before candidates under a new promotion or other placement action are considered. If the corrective action did not include vacating the position, employees who were not promoted or given proper consideration because of the violation will be given priority consideration for the next appropriate vacancy before candidates under a new promotion or placement action are considered. Employees will be referred on the basis of the special consideration as an exception to competitive promotion procedures.