

SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY
Docket # SF-315H-22-0532-I-1
Agency File
Summary Page

Case Title : SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY

Docket Number : SF-315H-22-0532-I-1

Pleading Title : Agency File

Filer's Name : Charles Eiser

Filer's Pleading Role : Agency Representative

Details about the supporting documentation

N/A

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SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY

Docket # SF-315H-22-0532-I-1

Agency File

Online Interview

-
1. Would you like to enter the text online or upload a file containing the pleading?

See attached pleading text document

2. Does your pleading assert facts that you know from your personal knowledge?

Yes

3. Do you declare, under penalty of perjury, that the facts stated in this pleading are true and correct?

Yes

**UNITED STATES OF AMERICA
MERIT SYSTEMS PROTECTION BOARD
WESTERN REGIONAL OFFICE**

Sherman S. Startz,)
Appellant,) Docket No. SF-315H-22-0532-I-1
v.)
Department of the Army,) Administrative Judge: Michael S. Shachat
Agency.) Date: September 6, 2022

AGENCY'S INITIAL RESPONSE AND FILE

The Agency, through its designated representative, hereby submits its initial response and Agency file in accordance with the August 8, 2022 Acknowledgement Order. Pursuant to 5 C.F.R. §1201.25, the Agency's response to the instant appeal is as follows:

1. Narrative Response

Appellant was hired under a career-conditional appointment into a permanent competitive service construction control inspector position on January 31, 2022. *See Tab A.* Appellant was terminated from this position during his probationary period on June 27, 2022 for the reasons outlined in the discharge notice dated June 27, 2022. *See Tab B.* The reasons for Appellant's probationary removal include an inability to maintain professional working relationships with coworkers and Contractors resulting in a detrimental effect on the organization. *Id.* There was no unlawful motive behind the Agency's decision to terminate Appellant during his probationary period.

Appellant was a probationary employee at the time he was terminated, and the MSPB has no jurisdiction in the instant case as outlined in the Agency's concurrently submitted September 6, 2022 Motion to Dismiss for Untimeliness and Lack of Jurisdiction.

2. Collective Bargaining

The Appellant was covered by a collective bargaining agreement (CBA), but that CBA does not allow for a grievance by a probationary employee seeking to grieve a separation action. *See Tab D at Article 10.6.(g).*

3. Discrimination

The Appellant has not filed a formal claim of discrimination in any other forum.

4. Documents attached

- A. Notification of Personnel Actions (SF50s) dated January 31, 2022 (appointment).
- B. Notice of Discharge During Probationary Period dated June 27, 2022.
- C. Notification of Personnel Action (SF50) dated June 27, 2022 (termination).
- D. Basic Labor Agreement Article 10.6(g).

FOR THE AGENCY:

Charles R Eiser

Charles R Eiser
Attorney-Advisor, Labor
Fort Wainwright Law Center

CERTIFICATE OF SERVICE

I certify that the attached document was sent as indicated on 6 September 2022 to the following:

MSPB e-Appeal: Hon. Michael S. Shachat
Federal Administrative Judge

MSPB e-Appeal: Sherman S. Startz
Appellant

Charles R Eiser

Charles R Eiser
Fort Wainwright Law Center
ATTN: APVR-WJA (Labor Law)
1046 Marks Road #5700
Fort Wainwright, Alaska 99703-5700
Charles.r.eiser.mil@army.mil
(907) 353-6554 (phone)

NOTIFICATION OF PERSONNEL ACTION

1. Name (Last, First, Middle) STARTZ, JR. SHERMAN S.		2. Social Security Number 572-17-5981	3. Date of Birth 05-31-1961	4. Effective Date 01-31-2022
FIRST ACTION				
5-A. Code 101	5-B. Nature of Action Career-Cond Appointment			
5-C. Code Z5C	5-D. Legal Authority Direct-Hire Authority 5 U.S.C. 9905, 10/15/2021			
5-E. Code	5-F. Legal Authority			

7. FROM: Position Title and Number					15. TO: Position Title and Number CONSTRUCTION CONTROL INSPECTOR						
8. Pay Plan	9.Occ. Code	10.Grade or Level	11.Step or Rate	12. Total Salary	13.Pay Basis	16. Pay Plan	17. Occ. Code	18.Grade or Level	19.Step or Rate	20. Total Salary/Award	21. Pay Basis
12A. Basic Pay		12B. Locality Adj. \$0		12C. Adj. Basic Pay		20A. Basic Pay \$47,097.00	0809	09	01	\$61,424.00	PA
				12D. Other Pay	\$0	20B. Locality Adj. \$14,327.00		20C. Adj. Basic Pay \$61,424.00		20D. Other Pay \$0	

14. Name and Location of Position's Organization					22. Name and Location of Position's Organization US ARMY INSTALLATION MANAGEMENT CMD US ARMY GARRISON ALASKA DIRECTORATE OF PUBLIC WORKS ENGINEERING DIVISION CONTRACT MANAGEMENT BRANCH FORT WAINWRIGHT, AK 99703 4PAAC				
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EMPLOYEE DATA																									
23. Veterans Preference <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td>1</td><td>1 - None</td><td>3 - 10-Point/Disability</td><td>5 - 10-Point/Other</td><td>7 - 10-Point/Compensable/30%</td></tr><tr><td></td><td>2 - 5-Point</td><td>4 - 10-Point/Compensable</td><td></td><td></td></tr></table>					1	1 - None	3 - 10-Point/Disability	5 - 10-Point/Other	7 - 10-Point/Compensable/30%		2 - 5-Point	4 - 10-Point/Compensable			24. Tenure <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td>2</td><td>0 - None</td><td>2 - Conditional</td><td></td></tr><tr><td></td><td>1 - Permanent</td><td>3 - Indefinite</td><td></td></tr></table>	2	0 - None	2 - Conditional			1 - Permanent	3 - Indefinite		25. Agency Use	26. Veterans Pref for RIF <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
1	1 - None	3 - 10-Point/Disability	5 - 10-Point/Other	7 - 10-Point/Compensable/30%																					
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27. FEGLI <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td>C0</td><td>Basic only</td></tr></table>					C0	Basic only	28. Annuitant Indicator <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td>9</td><td>Not Applicable</td></tr></table>	9	Not Applicable	29. Pay Rate Determinant <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td>0</td></tr></table>	0														
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38. Duty Station Code 020801090					39. Duty Station (City - County - State or Overseas Location) FORT WAINWRIGHT / FAIRBANKS NORTH STAR / ALASKA																				
40. AGENCY DATA SMD	41. PON# OA	42.	43.	44.	TDA DATA XA/W6L7AA/051C/12																				

45. Remarks

OPF maintained by Civilian Personnel Records Center (CivPRC), 305 Marshall Ave, Fort Riley, KS 66442.

Appointment affidavit executed 31-JAN-2022.

Frozen Service: None

Creditable Military Service: None

Previous retirement coverage: Never Covered.

Employee is automatically covered under FERS, FERS-RAE or FERS-FRAE

You must elect to enroll or not to enroll in Health Benefits within 60 days after the effective date of this action.

You are automatically covered for basic life insurance. You have 60 days from the effective date of this action to elect additional coverage or to decline all coverage.

46. Employing Department or Agency U.S. Army Installation Management Command(ARXA)			50. Signature/Authentication and Title of Approving Official Debbie L. Forrester		
47. Agency Code ARXA	48. Personnel Office ID 2289	49. Approval Date 01-24-2022	SUPV HUMAN RESOURCES SPECIALIST		

TURN OVER FOR IMPORTANT INFORMATION
5-Part

1 - Employee Copy - Keep for Future Reference

Editions Prior to 7/91 Are Not Usable After
6/30/93
NSN 7540-01-333-6236

NOTIFICATION OF PERSONNEL ACTION

1. Name (Last, First, Middle) STARTZ, JR. SHERMAN S.		2. Social Security Number 572-17-5981		3. Date of Birth 05-31-1961		4. Effective Date 01-31-2022							
FIRST ACTION				SECOND ACTION									
5-A. Code 101	5-B. Nature of Action Career-Cond Appointment	6-A. Code	6-B. Nature of Action	6-C. Code	6-D. Legal Authority	6-E. Code	6-F. Legal Authority						
5-C. Code Z5C	5-D. Legal Authority Direct-Hire Authority 5 U.S.C. 9905, 10/15/2021	6-C. Code	6-D. Legal Authority	6-E. Code	6-F. Legal Authority	6-F. Legal Authority	6-F. Legal Authority						
7. FROM: Position Title and Number				15. TO: Position Title and Number CONSTRUCTION CONTROL INSPECTOR									
				496104 - 4280800									
8. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Total Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Total Salary/Award	21. Pay Basis		
S						GS	0809	09	01	\$61,424.00	PA		
12A. Basic Pay	12B. Locality Adj. \$0	12C. Adj. Basic Pay	12D. Other Pay \$0	20A. Basic Pay \$47,097.00	20B. Locality Adj. \$14,327.00	20C. Adj. Basic Pay \$61,424.00	20D. Other Pay \$0						
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EMPLOYEE DATA													
23. Veterans Preference 1 - None 2 - 5-Point				5 - 10-Point/Other 6 - 10-Point/Compensable/30%				24. Tenure 0 - None 1 - Permanent 2 - Conditional 3 - Indefinite		25. Agency Use		26. Veterans Pref for RIF <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
27. FEGLI C0 Basic only								28. Annuitant Indicator 9 - Not Applicable		29. Pay Rate Determinant 0			
30. Retirement Plan KF FERS (FRAE) FICA				31. Service Comp. Date (Leave) 01-31-2022				32. Work Schedule F - Full-Time		33. Part-Time Hours Per Biweekly Pay Period			
34. Position Occupied 1 - Competitive Service 2 - Excepted Service				35. FLSA Category E - Exempt N - Nonexempt				36. Appropriation Code 131079A0000		37. Bargaining Unit Status AR2029			
38. Duty Station Code 020801090				39. Duty Station (City - County - State or Overseas Location) FORT WAINWRIGHT / FAIRBANKS NORTH STAR / ALASKA									
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45. Remarks													

Flexible Spending Account (FSA), you have 60 days from the date of hire but no later than October 01 of the plan year to elect coverage. If hired on or after Oct 01, you are eligible to elect FSA during the FSA open season. Please visit: <https://www.fsafeds.com/GEM> for more information.

You have 60 days from the date of this action to enroll in the Federal Employees Dental or Vision (FEDVIP) plan. Please visit <https://www.benefeds.com/> for more information .

You have 60 days from this appointment date to enroll in the Federal Long Term Care Insurance Program (FLTCIP). More information can be found at <http://www.ltcfeds.com>

Questions regarding this Notification of Personnel Action (SF-50) should be addressed to either your servicing CPAC or first line supervisor

You are automatically enrolled in the Thrift Savings Plan (TSP) at a contribution rate of 5% of your basic biweekly pay. You may change or stop your TSP contributions at any time.

46. Employing Department or Agency U.S. Army Installation Management Command(ARXA)			50. Signature/Authentication and Title of Approving Official Debbie L. Forrester		
47. Agency Code ARXA	48. Personnel Office ID 2289	49. Approval Date 01-24-2022	SUPV HUMAN RESOURCES SPECIALIST		

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5-E. Code	5-F. Legal Authority			

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					496104 - 4280800						
8. Pay Plan 12A. Basic Pay	9. Occ. Code C0	10. Grade or Level \$0	11. Step or Rate	12. Total Salary	13. Pay Basis PA	16. Pay Plan GS	17. Occ. Code 0809	18. Grade or Level 09	19. Step or Rate 01	20. Total Salary/Award \$61,424.00	21. Pay Basis PA
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40. AGENCY DATA SMD	41. PON# OA	42.	43.	44. TDA DATA XA/W6L7AA/051C/12
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45. Remarks

Appointment is subject to completion of two year initial probationary period beginning 31-JAN-2022.

Service counting toward career tenure from 31-JAN-2022.

Selected from 20211103-CAQK-001, dated 03-NOV-2021.

46. Employing Department or Agency U.S. Army Installation Management Command(ARXA)			50. Signature/Authentication and Title of Approving Official Debbie L. Forrester		
47. Agency Code ARXA	48. Personnel Office ID 2289	49. Approval Date 01-24-2022	SUPV HUMAN RESOURCES SPECIALIST		

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NOTICE TO EMPLOYEE

This is your copy of the official notice of a personnel action. Keep it with your records because it could be used to make employment, pay, and qualifications decisions about you in the future.

The Action

- Blocks 5-B and 6-B describe the personnel action(s) that occurred.
 - Blocks 15-22 show the position and organization to which you are assigned.
- Pay**
- When the personnel action is an award or bonus, block 20 shows the amount of that one-time cash payment. When the action is not an award or bonus, block 12 shows your former total annual salary, and block 20 shows your new total annual salary (block 20C plus 20D). The amount in blocks 12 and 20 do NOT include any one-time cash payments (such as performance awards and recruitment or relocation bonuses) or payments that may vary from one pay period to the next (such as overtime pay), or other forms of premium pay.
 - Block 20A is the scheduled amount for your grade and step, including any special salary rate you receive. It does NOT include any locality-based pay. This rate of pay serves as the basis for determining your rate of pay upon promotion, change to a lower grade, or reassignment, and is used for pay retention purposes.
 - Block 20B is the annual dollar amount of your Interim Geographic Adjustment or, beginning in 1994, your locality-based comparability payment.
 - Block 20C is your Adjusted Basic Pay, the total of blocks 20A and 20B. It serves as the basis for computing your retirement benefits, life insurance, premium pay, and severance pay.
 - Block 20D is the total dollar amount of any Retention Allowances, Supervisory Differentials, and Staffing Differentials that are listed in the remarks block. These payments are made in the same manner as basic pay, but are not a part of basic pay for any purpose.

Block 24 - Tenure

- Identifies the nature of your appointment and is used to determine your rights during a reduction in force (RIF). Tenure groups are explained in more detail in subchapter 26 of FPM Supplement 296-33 and RIF is explained in FPM Supplement 351-1; both should be available for review in your personnel office.

Block 26 - Veterans Preference for RIF

- Indicates whether you have preference for reduction-in-force purposes.

Block 30 - Retirement Plan

- | | |
|----------------|--|
| - FICA | - Social Security System |
| - CS | - Civil Service Retirement System |
| - CS-Spec | - Civil Service Retirement System for law enforcement and firefighter personnel |
| - FS | - Foreign Service Retirement and Disability System |
| - FERS | - Federal Employees' Retirement System |
| - FERS-Reserve | |
| Tech | -Federal Employees' Retirement System for National Guard Reserve Technicians |
| - FERS-ATC | - Federal Employees' Retirement System for Air Traffic Controllers |
| - FERS-Spec | - Federal Employees' Retirement System for law enforcement and firefighter personnel |
| - FSPS | - Foreign Service Pension System |

OTHER INFORMATION

- If your appointment entitles you to elect health benefits or life insurance, and you have not been provided materials explaining the programs available and the enrollment forms, contact your personnel specialist.
- Your personnel specialist will also tell you if your position is covered by an agreement between an employee organization (union) and your agency. If you are eligible to and elect to join an employee organization, you can

Block 31 - Service Computation Date (Leave)

- Shows when your Federal service began unless you have prior creditable service. If so, this date is constructed to include your total years, months and days of prior creditable civilian and military service.
- Full-time employees with fewer than 3 years of service earn 4 hours of annual leave each pay period; those with 3 or more years but less than 15 years earn 6 hours each pay period; and those with 15 or more years earn 8 hours each pay period.
- Your earnings and leave statement or your time and attendance card will show the rate at which you earn leave and your current unused leave balance.

Block 32 - Work Schedule

- Your work schedule is established by your supervisor.
- A full-time employee works on a prearranged scheduled tour of duty that is usually 40 hours per week. A part-time employee has a prearranged scheduled tour of duty that is usually between 16 and 32 hours per week. An intermittent employee has no prearranged scheduled tour of duty and works when needed
- Full-time and part-time employees whose appointments are for 90 days or more are usually eligible to earn annual leave; intermittent employees are not.
- Seasonal employees work on an annually recurring basis for periods of less than 12 months each year; they may have a full-time, a part-time, or an intermittent schedule during their work season.
- On-call employees work during periods of heavy workload and are in pay status for at least 6 months of each year; they may have either a full-time or a part-time schedule when they are in pay status.

Block 33 - Part-time Hours Per Biweekly Pay Period

- Indicates the number of hours a part-time employee is scheduled to work during a two-week pay period.

Block 34 - Position Occupied

- Identifies the employment system under which you are serving -- the Competitive Service, the Excepted Service, or the Senior Executive Service (SES).
- The employment system determines your eligibility to move to other jobs in the Federal service, your rights in disciplinary and adverse actions, and your eligibility for reemployment if you leave Federal service.

Block 35 - FLSA Category

- Exempt employees are not covered by the minimum wage and overtime Law (the Fair Labor Standards Act); nonexempt employees are covered.

Block 37 - Bargaining Unit Status

- Identifies a bargaining unit to which you belong, whether or not you are actually a member of a labor organization. Code "7777" indicates you are eligible but not in a bargaining unit; code "8888" indicates you are ineligible for inclusion in a bargaining unit.

Block 38 and 39 - Duty Station

- Identifies the city, county, and state or the overseas location, where you actually work.

elect to have your dues withheld from your salary.

- If you have questions or need more information about your rights and benefits, ask your supervisor or your personnel office.

- Definitions for any coded data in Blocks 1-24, 27-39 and 45-50 may be found in Federal Personnel Manual Supplement 292-1.

It is your responsibility to read all the information on the front of this notice and tell your personnel office immediately if there is an error in it.



DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, U.S. ARMY GARRISON ALASKA
1046 MARKS ROAD #6000
FORT WAINWRIGHT, ALASKA 99703-6000

AMIM-AKP-G

27 June 2022

MEMORANDUM FOR: Sherman Startz, Jr, US Army Installation Management CMD, US Army Garrison Alaska, Directorate of Public Works, Engineering Division, Contract Management Branch, Fort Wainwright, AK 99703

SUBJECT: Notice of Discharge During Probationary Period

1. This memorandum is to notify you that you will be discharged during your probationary period from your position of Construction Control Inspector, GS-0809-09. The effective date of your discharge will be 27 June 2022.
2. During the probationary period, I must consider your performance and conduct to determine your fitness for continued employment. Your inability to maintain professional working relationships with your coworkers and the Contractors you are assigned to is having a detrimental effect on the organization. Based on your inability to adapt to our working environment, I have decided to terminate your employment during your probationary period.
3. Because of the nature of your appointment, you do not have the right to reply to this notice or to file a grievance. Furthermore, you have only limited appeal rights to the Merit Systems Protection Board (MSPB) as employees serving a probationary period are not considered employees under 5 U.S.C. §7511(a)(1). However, if you believe that this personnel action discriminated against you on the basis of partisan political reasons or marital status you have the right to appeal this decision to the MSPB. **Filing Deadline:** You must file an appeal with the MSPB within **30 calendar days** of the effective date of this action, or the date you received this decision, whichever is later. If the 30th calendar day falls on a Saturday, Sunday, or a Federal holiday, the filing deadline is extended to the next working day.

How to File an Appeal: You can file by mail or facsimile or by using the electronic filing option on the MSPB website. Although an MSPB appeal may be in any format, it must be in writing and contain all of the information specified in the Board's regulations, found in Title 5, Code of Federal Regulations (CFR), Part 1201. The regulations and an appeal form are available on the MSPB's website, <https://www.mspb.gov>. You may file a hard-copy appeal by personal delivery, facsimile, mail or commercial overnight delivery service to the MSPB Western Regional Office at the following address:

Western Regional Office
201 Mission Street
Suite 2310

AMIM-AKP-G

SUBJECT: Notice of Discharge During Probationary Period

San Francisco, California 94105-1831
Facsimile No.: (415) 904-0580

If you prefer to file your appeal electronically, please visit the Board's e-Appeal Online:
<https://e-appeal.mspb.gov>.

Agency Contact Information for the MSPB: In the event you elect to file an MSPB appeal, the Board should send the Acknowledgment Order and a copy of your appeal to the following Department of the Army ("Agency") representative:

Labor and Employment Law Attorney
Fort Wainwright Law Center
ATTN: APVR-WJA (Labor Law)
1046 Marks Road #5700
Fort Wainwright, AK 99703-5700

In addition, please provide a copy of any appeal you may file to the Agency representative identified above at the time you file it with the Board.

4. If you allege that this removal action is based on discrimination because of race, color, religion, sex, national origin, age, physical or mental disability, genetic information and/or reprisal for prior protected EEO activity, and you did not file an appeal to the MSPB, you may file an EEO complaint not later than 45 days after the effective date of your discharge. An EEO complaint should be addressed to the Equal Employment Opportunity Officer at: Equal Employment Opportunity Office, ATTN: IMFW-EE, 1060 Gaffney Road #4000, Bldg 1045 Rm 17, Ft Wainwright, Alaska 99703-4000.

5. Please acknowledge receipt of this memorandum by signing and dating below. A refusal to sign will not void the contents of this memorandum.

DAVID ZRNA
Chief, Contract Management Branch



revised to sign
Sherman Startz, Jr.
1410hr 27 Jun 22 Rg

27 June 2022
Date

NOTIFICATION OF PERSONNEL ACTION

1. Name (Last, First, Middle) STARTZ, JR, SHERMAN S.						2. Social Security Number 572-17-5981		3. Date of Birth 05-31-1961		4. Effective Date 06-27-2022	
FIRST ACTION						SECOND ACTION					
5-A. Code 385	5-B. Nature of Action Termination During Prob/Trial Period				6-A. Code	6-B. Nature of Action					
5-C. Code L2M	5-D. Legal Authority Reg 315.804				6-C. Code	6-D. Legal Authority					
5-E. Code	5-F. Legal Authority				6-E. Code	6-F. Legal Authority					
7. FROM: Position Title and Number CONSTRUCTION CONTROL INSPECTOR 496104 - 4280800						15. TO: Position Title and Number					
8. Pay Plan GS	9. Occ. Code 0809	10. Grade/Level 09	11. Step/Rate 01	12. Total Salary \$61,424.00	13. Pay Basis PA	16. Pay Plan	17. Occ. Code	18. Grade/Level	19. Step/Rate	20. Total Salary/Award	21. Pay Basis
12A. Basic Pay \$47,097.00	12B. Locality Adj. \$14,327.00	12C. Adj. Basic Pay \$61,424.00	12D. Other Pay \$0	20A. Basic Pay	20B. Locality Adj.	20C. Adj. Basic Pay	20D. Other Pay				
14. Name and Location of Position's Organization US ARMY INSTALLATION MANAGEMENT CMD US ARMY GARRISON ALASKA DIRECTORATE OF PUBLIC WORKS ENGINEERING DIVISION CONTRACT MANAGEMENT BRANCH FORT WAINWRIGHT, AK 99703 4PAAC						22. Name and Location of Position's Organization					
23. Veterans Preference 1	1 - None 2 - 5-Point	3 - 10-Point/Disability 4 - 10-Point/Compensable	5 - 10-Point/Other 6 - 10-Point/Compensable/30%	24. Tenure 2	0 - None 1 - Permanent	2 - Conditional 3 - Indefinite	25. Agency Use	26. Veterans Preference for RIF <input type="checkbox"/> YES <input checked="" type="checkbox"/> X <input type="checkbox"/> NO			
27. FEGLI D0	Basic + Option A					28. Annuitant Indicator 9	Not Applicable	29. Pay Rate Determinant 0			
30. Retirement Plan KF	FERS (FRAE) FICA		31. Service Comp. Date (Leave) 01-31-2022			32. Work Schedule F	Full-Time	33. Part-Time Hours Per Biweekly Pay Period			
POSITION DATA						34. Position Occupied					
34. Position Occupied 1			1 - Competitive Service 2 - Excepted Service	3 - SES General 4 - SES Career Reserved	35. FLSA Category N	E - Exempt N - Nonexempt	36. Appropriation Code 131079A0000 	37. Bargaining Unit Status AR2029			
38. Duty Station Code 020801090						39. Duty Station (City - County - State or Overseas Location) FORT WAINWRIGHT / FAIRBANKS NORTH STAR / ALASKA					
40. Agency Data ZRS	41. PON# OA	42.	43.	44.	TDA DATA XA/W6L7AA/051C/12						
45. Remarks											
Forwarding address: 116 Kelsan Way, Fairbanks, AK 99709-2929.											
Lump-sum payment to be made for any unused annual leave.											
Not entitled to severance pay.											
SF 2819 was provided. Life insurance coverage is extended for 31 days during which you are eligible to convert to an individual policy (nongroup contract).											
Health benefits coverage is extended for 31 days during which you are eligible to convert to an individual policy (nongroup contract). You are also eligible for temporary continuation of your FEHB coverage for up to 18 months.											
46. Employing Department or Agency U.S. Army Installation Management Command(ARXA)						50. Signature/Authentication and Title of Approving Official					
47. Agency Code ARXA	48. Personnel Office ID 2289	49. Approval Date 06-27-2022	Debbie L. Forrester SUPV HUMAN RESOURCES SPECIALIST								

BASIC LABOR AGREEMENT

BETWEEN

**U.S. ARMY ALASKA, U.S. ARMY GARRISON ALASKA, U.S. ARMY FIELD SUPPORT
BATTALION-ALASKA, 59TH SIGNAL BATTALION, U.S. ARMY REGIONAL
CONTRACTING OFFICE- ALASKA, MEDDAC-AK, and DENTAC-AK**

AND

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1834; AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1712; AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES**

EFFECTIVE JUNE 17, 2022 THROUGH JUNE 16, 2028

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PREAMBLE

Parties. This Agreement is entered into by and between the U.S. Army Alaska, U.S. Army Garrison Alaska, U.S. Army Field Support Battalion-Alaska, 59th Signal Battalion, U.S. Army Regional Contracting Office-Alaska, MEDDAC-AK and DENTAC-AK (collectively referred to as the “Agency”) and representatives of the American Federation of Government Employees, American Federation of Government Employees Local 1712, and American Federation of Government Employees Local 1834 (collectively referred to as the “Union”). Jointly, the “Agency” and the “Union” will be referred to as the “Parties.”

Purpose. This Agreement has been negotiated to satisfy a mutual obligation to negotiate in good faith under the Federal Service Labor-Management Relations Statute. Both Parties are legally bound by its terms for the duration of the Agreement. Both Parties further agree to uphold the Army values.

Complete Agreement. This Agreement represents the complete agreement of the Parties and supersedes any and all past practices and previous agreements between the Parties. Any and all Memoranda of Understanding (MOUs), Memoranda of Agreement (MOAs), or other side agreements (written or unwritten to include any past practices) between the Union and the Agency are hereby rescinded with the effective date of this Agreement unless such past practices or agreements are expressly included in this Agreement.

ARTICLE 1 **UNION RECOGNITION**

1.1. **Recognition.** The Agency recognizes the Union as the exclusive representative of Agency employees at Joint Base Elmendorf-Richardson (JBER), Fort Wainwright, and Fort Greely for which the Union holds a current FLRA certification. The FLRA certifications in effect at the time of this Agreement are attached as Appendix D. Pursuant to 5 USC § 7114(a)(1), the Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the units. The bargaining units do not include the following:

- a) Any management official or supervisor;
- b) Any confidential employee;
- c) Any employee engaged in personnel work in other than a purely clerical capacity;
- d) Any employee engaged in administering the provisions of 5 USC Chapter 71;
- e) Any employee engaged in intelligence, counterintelligence, investigative, or security work that directly affects national security;

f) Any employee primarily engaged in investigative or internal audit functions relating to the work of individuals employed by the Agency whose duties directly affect the internal security of the Agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

1.2. Recognition Disputes. Where informal attempts to resolve disputes concerning bargaining unit membership fail, the disputes will be submitted to the Federal Labor Relations Authority (FLRA). This provision does not require any attempt informally to resolve the issue prior to submitting to the FLRA.

ARTICLE 2 PROVISIONS OF LAW AND REGULATIONS

2.1. Administrative Leave. It is understood that the Administrative Leave Act of 2016 limits the total amount of administrative leave any employee may be granted in a calendar year. As such, any provision of this Agreement that would grant an employee administrative leave beyond the legal maximum becomes unenforceable at that point and such leave will no longer be granted even if the employee would otherwise be eligible for the leave under this Agreement.

2.2. Compliance with Laws and Regulations. In the administration of all matters covered by this Agreement, the Agency and the Union agree that all employees are governed by existing or future laws, statutes, executive orders, and government-wide rules or regulations. If a law, statute, executive order, or government-wide rule or regulation comes into conflict with the language of this Agreement during the life of the Agreement, the Parties will negotiate over and reconcile the language of the Agreement with the new law, statute, executive order, or government-side rule or regulation.

2.3. This Article shall apply to all agreements reached between the Parties during the term of this Agreement, including but not limited to supplemental, implementing or subsidiary agreements.

2.4. **Legal Notifications.** The Parties mutually agree to accept all legal notifications (FLRA pleadings, etc.) via email where such method is legally authorized.

2.5. **DoD and Army-wide Rules Regulations.** The Parties agree that this agreement may not conflict with any DoD or Army-wide rule or regulation. Accordingly, the Agency agrees to inform the Union of any change to DoD or Army-wide rules or regulations that conflicts with this agreement or that might otherwise impact conditions of employment. The Agency further agrees to negotiate with the Union over the impact and implementation of the new rules or regulations and to resolve any conflicts with this agreement.

ARTICLE 3 **EMPLOYEE RIGHTS**

3.1. **Training.** The Parties recognize that training constitutes an assignment of work. Accordingly, the Agency maintains discretion to determine what training to assign to employees, when to assign such training, where training will occur, and how much money to allocate to training programs. Notwithstanding any other provision of this Agreement, work schedules may be modified with at least seven (7) calendar days' notice to allow employees to attend a required training program that occurs outside of their regularly scheduled duty hours. Employees and the Union are free to provide feedback on training received and to recommend new training. No employee shall receive compensation or reimbursement for training expenses without advance approval, which may be granted or denied in the Agency's discretion.

3.2. **Details.** The Agency may, in its discretion, detail an employee to another position and determine which employees are qualified for a detail to another position. Competitive procedures are not required for details of 120 days or less. If the detail results in a promotion to a higher-graded position, the employee will be compensated at the higher grade for the duration of the temporary promotion and returned to his former grade at the conclusion of the temporary promotion. Unless the organization would be seriously handicapped in carrying out its functions or costs would be substantially increased, employees will receive no less than seven (7) calendar days' notice of a detail assignment, and the Union shall receive at least seven (7) calendar days' notice when an employee Union representative receives a detail assignment outside his or her current bargaining unit.

3.3. **Employee Assistance Program (EAP).** The Agency agrees to allow employee participation in the Army's EAP program, which may be changed or modified in the Army's discretion during the term of this Agreement. Employee participation in the EAP program does not excuse employee misconduct or poor performance but may be considered by the Agency when making disciplinary determinations. Employee participation in the EAP will be strictly confidential except when an employee consents to disclosure or where law or regulation authorizes disclosure such as instances where an employee threatens to harm someone or divulges information about child abuse. Employees who wish to utilize EAP services during duty hours may be required to request leave and receive approval in accordance with the provisions of this Agreement.

3.4. **Transit Subsidies.** Bargaining unit employees may participate in any applicable DoD or Army transit subsidy program under the same terms applicable to non-bargaining unit employees and which may be modified during the term of this Agreement.

3.5. **Union Participation.** In accordance with 5 USC § 7102, each employee has 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. Such right includes the right:

- a) 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
- b) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees in accordance with law.

3.6. **Choice of Representative.** An employee has the right to bring matters of personal concern to the attention of his or her supervisor. The employee may elect to have Union representation or to represent himself/herself. The Agency will not designate a representative for an employee nor will the Agency require any employee or individual to serve as a representative of another employee. The Agency will not use a bargaining unit employee as a witness or observer when counseling another bargaining unit employee.

3.7. **Work Time.** Employees may not engage in Union activities during work time unless they have received advanced approval for official time in accordance with the terms of this Agreement.

3.8. **Weingarten Rights.** The Agency will inform employees annually each January of their rights under 5 USC § 7114(a)(2)(B), which shall include the following statutory language: An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Agency in connection with an investigation if—

- a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b) the employee requests representation.

3.9. **Voluntary Activities.** Employees may not be required to contribute money in the Combined Federal Campaign, purchase U.S. bonds in any bond drive, or donate blood in any organized blood drive. Participation or nonparticipation will not advantage or disadvantage employees.

3.10. **Employee Fitness.** The Agency agrees to allow bargaining unit employee participation in any established Army fitness program on the same terms applicable to non-bargaining unit employees. The Army fitness program may be modified or terminated at any time in the Army's discretion. Consistent with the Agency's right to assign work, the Agency is under no obligation to establish or maintain a fitness program in the absence of an Army-wide regulation.

3.11. **Resignation.** An employee may resign or retire, if eligible, consistent with prevailing laws, rules, and regulations.

3.12. **Pay Processing.** Employees are solely responsible for submitting an accurate record of time worked to their supervisor in the format required by the Agency, currently ATAAPS. Employees are also responsible for reviewing their leave and earnings statement and promptly reporting suspected inaccuracies. The Parties recognize that the Defense Finance and Accounting Service (DFAS) is a separate agency that is solely responsible for processing employee pay pursuant to 32 CFR Part 352a. Accordingly, any disputes involving payment delays, paycheck deductions, leave and earning statements and similar pay issues must be made directly to DFAS. Pursuant to 5 USC § 5536, employees may not receive any additional pay or allowances unless specifically authorized by law.

3.13. **Workers' Compensation.** The Agency agrees to abide by workers' compensation laws and will not discriminate against employees who file claims. Disputes over workers' compensation claims are excluded from the negotiated grievance procedures.

ARTICLE 4 **MANAGEMENT RIGHTS**

4.1. **Agency Notifications.** Notifications to the Agency shall be made via email or personal delivery to the applicable management and employee relations specialist and to the assigned labor attorney.

4.2. **Contracting Out.** The Agency may contract out any portion of its operations notwithstanding the impact on bargaining unit employees. The Agency will abide by applicable laws and regulations (including its own regulations) when contracting out. The Union will be notified as early as possible after the final decision to contract out work if that decision will impact the terms and conditions of bargaining unit positions or result in a reduction in force (RIF). In the event of a RIF, the RIF provisions of this Agreement shall apply.

4.3. Reduction in Force (RIF)

- a) The Union will be informed of an impending RIF as early as possible.
- b) If requested, the Agency will brief the Union regarding the reasons for the RIF.
- c) The Agency agrees to afford impacted employees all applicable statutory and regulatory rights, including any right to participate in a program designed to assist in the placement of excess employees.

4.4. **Legal Rights.** The Agency retains the following rights outlined in 5 USC § 7106:

- a) To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and in accordance with applicable laws:

- b) 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 such employees;
- c) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
- d) With respect to filling positions, to make selections from among properly ranked/certified candidates for promotion or any other appropriate source, and,
- e) To take whatever actions may be necessary to carry out the Agency mission during emergencies (as determined by the Agency).

4.5. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees, supervisors, or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Agency retains the sole discretion to assign work and to determine who will perform those duties or functions.

4.6. Nothing in this Agreement shall preclude the Agency and Union from negotiating procedures and appropriate arrangements pursuant to 5 USC §7106(b)(2)-(3).

4.7. **Searches**. The Agency retains the right to monitor, inspect, and search any and all Agency property at any time, including but not limited to employee work spaces, desks, computers, telephones and lockers. If a non-criminal search is conducted while an employee is at the worksite, the impacted employee may be present for the search.

4.8. **Part-Time Employees**. The Agency may, in its discretion, hire employees into part-time positions or reclassify full-time positions into part-time positions. If an employee is hired or transferred into a part-time position, the Agency will notify the Union and the Agency agrees to negotiate over terms and conditions of employment specific to the new part-time position(s) in accordance with the terms outlined in Article 16.2 (Mid-term Negotiations). Negotiations are not required on any subject not specifically related to the terms and conditions of the new part-time position(s).

4.9. **Workplace Closures**. The Agency may, in its discretion, determine when to close a workplace or any portion of an installation or facility under its control. The Agency also may, in its discretion, determine when employees may be released prior to completing duty due to emergency circumstances. An Agency decision to close one workplace, facility or installation or to release one group of employees early due to emergency circumstances does not mandate that any other workplace, facility, or installation be closed or that any other group of employees be released early.

ARTICLE 5 **UNION RIGHTS**

5.1. **Union Notifications.** Notifications to the Union shall be made via email or personal delivery to the applicable local Union president, steward, or representative. All Union officers, stewards, and representatives shall be responsible for providing an accurate email address to the applicable management and employee relations specialist and to the assigned labor attorney. Failure to provide an accurate email address will result in the Union's waiver of any and all notification requirements under this Agreement.

5.2. **Polling.** The Union has the exclusive right to poll or survey bargaining unit employees about terms and conditions of employment covered by this Agreement. Notwithstanding the foregoing, the Agency maintains the right to conduct command climate surveys.

5.3. **Union Representation.** Pursuant to 5 USC § 7114(a)(2), the Union 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 bargaining unit employees concerning any grievance or any personnel policy or practice or other general condition of employment. Union participation during the discussion shall be in accordance with law (which may include the right to ask questions) and will vary based on the type of discussion. The right to be represented does not extend to informal discussions between an employee and a supervisor concerning a personal problem, counseling, or work methods and assignments.

b) Any examination of a bargaining unit employee 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. When a valid request for representation has been made, the Agency has the choice to: 1) grant the request; 2) discontinue the interview; or 3) offer the employee the choice to continue the interview without representation or have no interview at all.

5.4. **Bargaining Unit Information.** The Union shall be provided a list of the names, duty location and unit of assignment of all bargaining unit employees, if allowed by law, but no more than once per quarter. Information protected under 5 USC § 552a or other laws will not be disclosed to the Union without written consent of the employee(s).

5.5. **Identification of Stewards.** The Union shall supply in writing to the Agency a complete list of names, e-mail, work units, and building locations for all Union stewards. The list will be provided at least once annually at the beginning of the calendar year and

any time a change occurs. The Union has the exclusive right to designate stewards, and the Agency will not recognize any individual as a Union steward who has not been so designated by the Union to the Agency.

5.6. Steward Selection. For official time purposes, the Union may appoint one (1) steward for up to every fifty (50) bargaining unit employees within any work location and established schedule within the work location. There shall be no more than three (3) active stewards in any one work location.

5.7. Official Time.

- a) With prior supervisory approval in accordance with the provisions of this Agreement, employee Union representatives may request and be granted reasonable amounts of official time under the provisions of 5 U.S.C. §7131(a) and (c) notwithstanding any other provisions of this Agreement.
- b) The total amount of official time provided to Union stewards, representatives or officials in any bargaining unit during a fiscal year shall not exceed one (1) hour per bargaining unit employee. For the purposes of this provision, the number of employees in each bargaining unit shall be provided to the Union within fifteen (15) calendar days of the effective date of this Agreement to determine the number of hours available during the current fiscal year and thereafter no later than 15 September of each calendar year to determine the total allocation of official time available to each bargaining unit for the following fiscal year beginning 1 October. In the event of a significant change in bargaining unit population due to a RIF or reorganization, the number of total available hours of official time shall be adjusted for the remainder of the fiscal year immediately following the effective dates of the RIF or reorganization that results in the population change.
- c) Provided that the Union has not used and is not anticipated to use more hours of official time in the fiscal year than the size of the bargaining unit as outlined in paragraph b, the Union may be granted an additional pool of hours up to, but not to exceed, the size of the bargaining unit of such official time under 5 U.S.C. §7131(d) for other representative purposes. Such time will be subject to prior supervisory approval in accordance with the provisions of this Agreement, provided the hours are determined to promote an effective and efficient government and be reasonable, necessary, and in the public interest. No one representative may use more than one-quarter of this total pool of hours. If official time used for representational purposes under 5 U.S.C. §7131(a) and (c) is anticipated to exceed the number of bargaining unit employees for the fiscal year, as determined by the Agency in its discretion, no 5 U.S.C. §7131(d) time will be granted.
- d) Use of duty time by Union officers, stewards, and representatives for Union activities must not interfere with the accomplishment of the mission. Accordingly, no employee shall exceed more than 25% of his or her scheduled duty time performing Union duties in any fiscal year unless explicitly authorized by this Agreement. In

applying this individual official time limitation, supervisors may deny official time requests that would cause an employee to exceed this 25% limitation during any individual pay period, or if the employee has spent more than 25% of his or her paid time performing Union duties during the period of the fiscal year immediately prior to the start of the pay period for which official time is being requested.

- e) Union officials may request annual leave and/or leave without pay to assist employees if official time is unavailable in filing grievances under the negotiated grievance procedure or may do so during non-duty time. No official time will be authorized.
- f) Any travel or other expenses associated with Union duties, Union training or Union representation are the responsibility of the Union.
- g) Official time shall not be granted to a Union representative or officer to perform representational duties in a bargaining unit to which he or she does not belong.
- h) A Union steward or official may not go off-post without express permission from his or her supervisor to do so.
- i) Employees who are not Union representatives are not entitled to official time, but they may request time off during the duty day to meet with a Union representative. The Agency maintains discretion to grant or deny such requests. Notwithstanding the foregoing, employees will not be charged leave for participating in FLRA or grievance proceedings.

5.8. **Advance Approval**. When desiring to leave their work area to transact appropriate labor/management business during working hours, stewards and Union officers or other employee Union representatives shall first request permission from their supervisor or designee to leave their work area using the request form at Appendix B, stating the general nature of the business to be transacted and the location of the area they desire to visit, and the approximate time of return. The supervisor will promptly respond to such requests unless workload conditions prevent it. Upon return to duty, the Union steward, official or representative will report back to the supervisor or designee.

5.9. **Coordination**. Prior to traveling to a work area other than their own, the Union steward or officer will contact the appropriate supervisor or Agency official to coordinate a time for the visit. Official time may be denied if advanced coordination has not been made.

5.10. **Official Time Record**. Any Union steward, officer or representative who has been granted official time shall complete an Official Time Record form at Appendix C by the end of the first week of the calendar month following the month in which official time was granted.

5.11. **No Internal Union Business.** Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

5.12. **Conflict of Interest.** When there is a conflict between a Union steward, official or representative's representational activities and his or her regular job duties, the Union steward, official, or representative shall not provide representation.

5.13. **Office Space.** Requests for permanent Union office space will be handled in accordance with the Agency's property management rules and procedures, which may be modified during the term of this Agreement at the Agency's discretion. The Union shall be responsible for rent, utilities, and any other costs, including the cost of equipment and services, associated with the office space. Any space provided is subject to audit requirements, the Agency's internal security requirements, and life, safety and health inspections. Agency officials will not be denied entry to the office space to ensure adherence to such requirements.

5.14. **Information Requests.** Except where specified differently in this Agreement, the Agency will respond to Union requests for information and provide requested information consistent with 5 U.S.C. § 7114(b)(4). The Union will exercise reasonable prudence in making timely requests for information consistent with 5 U.S.C. § 7114(b)(4) and will provide enough specificity in its requests for the Agency to determine the Union's particularized need for the requested information.

5.15. **Literature Distribution.**

a) **New Employee Orientation.** The Union may provide copies of written materials produced at its own cost to the Agency for the Agency's distribution to bargaining unit employees who attend a formal group new employee orientation program. The Agency will provide the Union a minimum of five (5) calendar days' notice prior to the start of each formal group new employee orientation program that includes bargaining unit employees.

b) **Non-Work Areas.** The Union may distribute literature to bargaining unit employees in non-work areas during non-work times provided the Union complies with the Agency's internal security requirements.

5.16. **Electronic Mail Usage.** Employee Union Representatives may use the Agency's email system consistent with the applicable DoD and Army email and acceptable use policies, which may be modified at any time by DoD and/or Army at their sole discretion.

5.17. Withholding of Dues.

- a) The Union and the Agency agree that any eligible employee who is employed in a recognized bargaining unit and who is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership in accordance with 5 U.S.C. 7115, provided:
 - i. The employee continues his employment in the unit for which exclusive recognition has been granted by the Federal Labor Relations Authority;
 - ii. The employee has voluntarily submitted a request for such allotment of pay; and,
 - iii. The employee received sufficient net salary each pay period to cover the allotment after other legal and required deductions have been made.
- b) The Union agrees that it will be responsible, during non-work time of employees concerned, for procuring the prescribed allotment form (currently Standard Form 1187); distributing the form to unit members; certifying the amount of its dues; and informing and educating its members on the program for allotments for payments of dues, and the uses and availability of the required form.
- c) An officer of the Union will receive the forms from members who request an allotment. He or she will complete Section A of the authorization forms and submit them to the appropriate Human Resources (HR) specialist. Valid authorizations received will be promptly submitted to the payroll office and will become effective the next regular bi-weekly pay period after receipt in the payroll office. The amount of dues to be deducted each pay period shall remain as originally certified to on Standard Form 1187 by the appropriate Union official.
- d) When an allotment for deduction of Union dues has been started, it must remain in effect for a minimum period of one (1) year, as required by 5 USC § 7115(a). Any time thereafter, an employee may submit a revocation of his or her allotment. The revocation will be effective at the beginning of the first pay period following receipt in the payroll office. The revocation should be made on a Standard Form 1188 that will be provided to the employee by the Agency or the Union, upon request, for this purpose. Alternatively, the employee may submit a revocation by letter which contains the employee's name, social security number, and activity or other work site designation. It is the employee's responsibility to submit his or her written revocation directly to the HR Specialist on a timely basis. If the Union receives any written revocation of allotment, the Union will send it, within five (5) calendar days after receipt, to the HR Specialist.
- e) The Union shall be responsible for refunding any unauthorized deductions or excess payments either to the employee or the Agency, as required.

f) The Union will notify the HR Specialist within five (5) calendar days when an employee with a current allotment ceases to be a member in good standing. The payroll office will terminate the allotment upon receipt of the information. An allotment shall also be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action; when this Agreement providing for dues withholding is suspended or terminated; or when the employee has been suspended or expelled from the labor organization. The allotments for all employees who are members of the Union will be terminated if the Union loses exclusive recognition.

g) Should the Union change its dues withholding rate(s), the Union will coordinate with the appropriate payroll office to adjust the withholding rates within the payroll system. Once the new withholding rates have been added within the payroll system, the new amount(s) shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by the payroll office, or at a later date if requested by the Union. Upon the Union's notification of a change in the amount of dues to be deducted, the Agency will make every effort to process the requested change in a timely manner.

5.18. Distribution of Agreement.

- a) Electronic Copy. An electronic copy of the BLA will be provided to any bargaining unit employee who requests one. The Agency may satisfy this requirement, in its discretion, by providing an electronic copy of the BLA that is available online or in a manner that is otherwise accessible to bargaining unit employees.
- b) Written Copy. The Union may provide written copies of this Agreement produced at its own cost to the Agency for the Agency to distribute to bargaining unit employees who attend a formal group new employee orientation program. The Agency will provide the Union a minimum of five (5) calendar days' notice prior to the start of each formal group new employee orientation program that includes bargaining unit employees.

ARTICLE 6 **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

6.1. **Non-discrimination.** The Agency will not discriminate against employees because of race, color, religion, sex, national origin, reprisal, disability, age, sexual orientation, gender identity, status as a parent, or other legally impermissible basis.

a) Reasonable Accommodation. The Parties recognize that the Agency has an obligation to provide reasonable accommodations to employees with disabilities and that this Agreement is not intended to prevent an employee from receiving a reasonable accommodation. As such, a reasonable accommodation may be implemented even if it causes a conflict with this Agreement. In addition, any conflict between a reasonable accommodation and language elsewhere in this Agreement shall be resolved in favor of providing reasonable accommodation notwithstanding its impact on other employees.

- b) EEO Official Time. An EEO complainant or his chosen representative may receive a reasonable amount of official time in a duty status to prepare an EEO complaint, respond to Agency and EEOC requests for information related to a complaint, or to participate in EEO proceedings. The Agency is not obligated to change work schedules, incur overtime wages, or pay travel expenses to facilitate the choice of a specific representative or to allow the complainant and representative to confer.
- c) Exemption. Disputes concerning equal employment issues cannot be grieved under this Agreement if they can be raised as part of the Army's EEO complaint process.

ARTICLE 7 HOURS OF WORK AND WORK ASSIGNMENTS

- 7.1. **Definitions.** The administrative workweek means any period of seven consecutive 24-hour periods designated in advance by the head of the Agency under 5 U.S.C. 6101. Currently it is agreed that a period of seven (7) consecutive days, beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday, constitutes an administrative workweek.
- 7.2. **Notice.** Employees will be notified of their work schedules at least seven (7) days in advance of the administrative workweek and receive two (2) consecutive days off, except when the Agency head determines that the Agency would be seriously handicapped in carrying out its function or that costs would be substantially increased.
- 7.3. **Normal Tour of Duty.** Except for employees assigned to locations that require 24-hour staffing or shift work, the normal basic tour of duty for full time employees who are not on an authorized alternative work schedule will consist of five (5) consecutive eight (8) hour days, excluding any unpaid meal period, between the hours of 0600 and 1800, Monday through Friday. This subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions and locations that require seven-day-a-week operations.

7.4. **Meal and Rest Periods.**

- a) With the exception of firefighters and where prohibited by law, the normal basic tour of duty will provide for an unpaid meal period of not more than one (1) hour. The Agency retains the sole right to determine when a meal period is scheduled, unless an employee is on an approved flexible work schedule, but will schedule meal periods at or near the mid-point of the shift or tour of duty. Employees may not work during the established meal period in order to shorten the workday and may be subject to recall during the meal period at the Agency's discretion provided the employee is compensated for work performed that is not *de minimis* in nature.
- b) The Agency may also, in its discretion, schedule paid rest periods for employees in which employees remain in a duty status. When provided, such rest periods shall not exceed fifteen (15) minutes in length nor shall an employee be authorized more than

one such rest period in any four-hour period of work. During such paid rest periods, employees may be assigned work when the mission requires as determined solely by the Agency. Such paid rest periods will not be used to start or end the workday or as a continuation or extension of the meal period.

- c) Except where prohibited by law, the Agency maintains the right, in its discretion, to set geographic and location restrictions for employees on meal periods and/or rest periods.

7.5. **Temporary Duty (TDY) Schedules.** When TDY, employees will work the normal duty hours of the installation or organization to which they are TDY, or will work a tour of duty established by the supervisor.

7.6. **Shift Work.** When the accomplishment of the Agency mission requires that there be more than one shift in a day, the Agency retains the right to establish multiple shifts and to determine manning levels, start, and stop times for each shift.

7.7. **Shift Seniority.** When making assignments among equally qualified employees in like positions, service computation date (SCD) for leave shall be utilized to allow more senior employees to choose amongst available shifts. No employee will be bumped from his or her shift to create an available shift for a more senior employee.

7.8. **Alternate Work Schedules (AWS).** Employees may work an AWS in accordance with the following:

a) **Definitions.** There are two types of AWS: a compressed work schedule and a flexible work schedule. Per 5 USC § 6121, a compressed work schedule for a full-time employee is an 80-hour biweekly basic work requirement that is scheduled for less than ten (10) workdays. A flexible work schedule is a work schedule pursuant to 5 USC § 6122 in which employees may vary their start and stop times subject to a core hours requirement in order to earn credit hours that reduce the length of the workweek or another workday.

b) **Establishment of an AWS.** An AWS may be established in one of two ways:

i. **Direct Request.** Individual employees may directly request to be placed on an AWS within two (2) calendar weeks of entry on duty into a new position or once per year during the month of January. The Agency will respond to an employee request to be placed into an AWS within two (2) calendar weeks of receiving the request. The Agency may deny a requested AWS if it determines that granting the requested AWS would cause an adverse Agency impact. The Parties mutually agree that whether or not an AWS causes an adverse Agency impact is fact specific and may vary depending on the workplace and the type of position involved. Factors that justify a decision to deny a requested AWS include, but are not limited to, the following:

i. a likely reduction in productivity;

- ii. a diminished level of customer service;
- iii. an increase in cost (to include overtime and premium pay such as night differential); and,
- iv. inability to meet minimum staffing levels as determined by the Agency in its discretion.

ii. Agency Determination. When the Agency determines, in its discretion, that the mission can best be accomplished through the use of flexible or compressed work schedules, it may establish such schedules and assign employees to them upon seven (7) calendar days' advanced notice to the employees and the Union. If the Union demands bargaining prior to the expiration of the seven-day notice period, implementation of the AWS will be delayed pending bargaining over the impact and implementation of the proposed schedule in accordance with the terms of this Agreement.

c) Authorized Schedules. The Agency retains the sole right to determine the core hours applicable to employees on a flexible work schedule. In addition, employees on a flexible work schedule, by law, may not accumulate more than 24 credit hours. Schedules that are a combination of a flexible and compressed work schedule are also impermissible.

d) Termination of an AWS. An AWS may be terminated by the Agency for the following reasons:

- i. Employee misconduct or poor performance as demonstrated by an adverse action or an unsatisfactory performance appraisal or Performance Improvement Plan (PIP);
- ii. Whenever the Agency can demonstrate an adverse Agency impact; or,
- iii. A determination under 5 USC § 6122(b).

e) Notice. The Agency will provide the impacted employee(s) and the Union seven (7) calendar days' advanced notice of the termination of an AWS. If the Union demands bargaining prior to the expiration of the seven day notice period, implementation of the change will be delayed pending bargaining over the impact and implementation of the proposed schedule in accordance with the terms of this Agreement.

f) Reserved Rights. Notwithstanding any other language in this Article, the Parties mutually acknowledge that the Agency has the discretion to determine the hours of operation and the number of employees required to be on duty at any time. The Agency may deny any request for an alternate work schedule that would result in more

employees on duty at any time than required or that would result in an inability to meet minimum staffing levels as determined by the Agency.

7.9. **Telework.** Employee telework requests will be handled in accordance with DoD and Agency policy, which may be unilaterally modified during the term of this Agreement. Notwithstanding the foregoing, an employee who requests to telework and is denied shall be given the reasons for that denial, and an employee who is removed from telework shall be given the reasons for that removal. In addition, the Agency will make reasonable efforts to provide teleworking employees with advance notice when they are required to report to a location other than their alternate duty station.

7.10. **Overtime Work.**

- a) The Agency has the right to assign overtime work and to determine which employees are qualified to perform overtime work. If the Agency decides to assign overtime work to bargaining unit employees, management will make an effort to distribute overtime work equitably among qualified bargaining unit employees.
- b) The Agency will provide employees advance notice of an overtime work assignment when possible.
- c) Employees will only be compensated for pre and post-shift activities when required by law, which generally requires no compensation for activities that take ten minutes or less. In no event will an employee be compensated for his or her travel from home to work or vice versa.
- d) The Agency has the sole right to determine the amount of overtime work required, including the amount of call-back overtime. Notwithstanding the foregoing, employees who are called back to perform overtime work will be paid in accordance with law, which may require a minimum amount of compensation for call-back overtime. However, in no event will employees be compensated simply for being placed in an on-call status unless required by law.
- e) Compensatory time off will be offered to eligible employees in lieu of overtime pay in accordance with law.

7.11. **Holidays.** The occurrence of holidays may not affect the designation of the basic workweek.

7.12. **Leave.**

a) **Annual Leave.**

- i. Employees shall earn, accrue, and use annual leave in accordance with applicable laws and regulations. Annual leave will be charged in 15-minute increments.

The use of annual leave is an entitlement of the employee, subject to the leave being scheduled and approved in advance.

ii. All annual leave requests will normally be submitted at least fourteen (14) calendar days in advance, unless leave is required due to a valid personal or family emergency situation or the Agency has established a longer time period for the submission of non-emergency leave, which it may do at its discretion. Requests for annual leave will be submitted in accordance with policies established by the Agency.

iii. When conflicts in scheduling periods of leave occur between employees who perform the same/similar duties and request leave at the same time, and the conflict cannot be resolved by mutual agreement, the supervisor will approve leave using employee seniority as determined by service computation date (SCD) for leave.

iv. Requests for unscheduled annual leave will be held to a minimum, except for valid personal or family emergency situations. When circumstances arise requiring the use of annual leave not previously approved, the employee may not presume automatic approval of requests for annual leave. The employee must contact his or her supervisor to request and obtain approval for the use of annual leave. If the immediate supervisor is not available, the next level supervisor will be contacted. Telephone calls from other than the employee themselves will not meet the requirements of this notification. Employees may not use texts or emails for this required contact unless specifically authorized by their supervisor. If there is doubt as to the validity of the emergency request, the supervisor may require the employee to submit documentation to support the approval of leave for that purpose. The Agency reserves the right to disapprove a request for emergency annual leave and may place the employee in an AWOL status. This status may be changed to approved leave if the employee provides acceptable justification, as determined by the supervisor in his or her discretion, for the absence upon return to duty. Emergency leave requests will be considered on an individual basis.

v. The Agency reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws and regulations when a work requirement necessitates such action. The supervisor will notify the employee(s) affected as soon as possible after a situation develops which requires rescheduling or cancellation of leave.

vi. Failure to obtain approval for use of annual leave as established by this Article may result in the employee being charged absent without leave and appropriate disciplinary action being initiated.

b) Advanced Annual Leave. The Agency may, in its discretion, grant or deny an employee's request for advanced annual leave. In no event shall an employee be approved advanced annual leave in an amount that would exceed the total amount of annual leave the employee would accrue within the leave year. Employees can apply for advanced annual leave using the same procedures applicable to requests for the

use of accrued annual leave. Upon separation, an employee who is indebted for unearned leave may be required to refund the amount indebted or the indebted amount may be deducted from any pay due.

c) Sick Leave.

i. Employees shall earn, accrue, and use sick leave in accordance with applicable laws and regulations. Sick leave will be charged in 15-minute increments, and is subject to the approval of the appropriate supervisor or designee.

ii. Employees requesting sick leave for medical appointments that cannot otherwise be scheduled outside the employee's tour of duty will submit sick leave requests to their supervisor normally not less than 14 days in advance of the planned sick leave. The supervisor will approve, disapprove, and/or adjudicate leave requests as required and resolve schedule conflicts. Employees may be required to provide medical documentation showing they attended an appointment.

iii. When circumstances arise requiring the use of sick leave not previously approved, the employee may not presume automatic approval of requests for sick leave. The employee must contact his or her supervisor to request and obtain approval for the use of sick leave. If the immediate supervisor is not available, the next level supervisor will be contacted. Telephone calls from other than the employee themselves will not meet the requirements of this notification unless the employee is incapable of calling themselves. Employees may not use texts or emails for this required contact unless specifically authorized by their supervisor. The request for sick leave should be made as soon as possible and be made in advance of the start of the work shift whenever possible. In other circumstances, contact should normally be made within thirty minutes after the beginning of the employee's scheduled tour of duty. If the immediate supervisor is unavailable, the next level supervisor or designee will be contacted. Employees will not presume their request for sick leave is approved by merely leaving a message for their supervisor, they must speak with him/her. Upon returning to work after an injury or illness, it is the employee's responsibility to inform his/her supervisor of any medical condition (including use of medications) which may affect the employee's ability to perform their assigned duties or would impact the health, safety, and security of others.

iv. The Agency may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Periods of absence on sick leave in excess of three (3) consecutive work days must ordinarily be supported by a medical certificate to be filed upon return to duty. In lieu of a medical certificate and at management's discretion, an employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician or other extenuating circumstances considered valid by the approving official. In accordance with 5 CFR §630.405, management may also require a medical certificate or other administratively acceptable evidence for an absence of any duration when management determines it is

necessary. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the Agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the Agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the Agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

v. At a minimum, medically acceptable documentation to support a sick leave absence must: 1) be on letterhead or other official documentation acceptable to the Agency, and signed by an appropriate medical practitioner; 2) state when the employee was seen and whether or not the employee is incapacitated for duty; and 3) provide the date the employee is expected to return to duty.

vi. Failure to obtain approval for use of sick leave as established by this Article may result in the employee being charged absent without leave (AWOL) and appropriate disciplinary action being initiated.

d) Advanced Sick Leave. The Agency may, in its discretion, grant or deny an employee's request for advanced sick leave. In no event shall an employee be approved advanced sick leave in an amount that would exceed the total amount authorized by law or regulation (5 CFR § 630.402). Leave will not be granted for any reason not explicitly authorized by law or regulation. Employees can apply for advanced sick leave using the same procedures applicable to requests for the use of accrued sick leave with the exception that supporting evidence must be presented at the time of the initial request. Advanced sick leave may be liquidated by subsequently earned sick leave or by a charge against annual leave (provided this action is completed prior to the time the leave would be forfeited and the annual leave would have been granted). Upon separation, an employee who is indebted for unearned leave may be required to refund the amount indebted or the indebted amount may be deducted from any pay due.

e) Court Leave. An employee who is summoned to serve as a juror in a judicial proceeding or as a witness is entitled to paid time off without charge to leave. The employee is responsible for informing his or her supervisor if he or she is excused from jury service for one day or more or for a substantial part of a day. Additionally, an employee who is summoned as a witness in a judicial proceeding in which the federal, state, or local government is a party is entitled to court leave. However, an employee who is summoned as a witness in an official capacity on behalf of the federal government is on official duty, not court leave. Any fees payable for such service must be collected and turned in to the employing Agency. Any payments designated as expenses by the court or other appropriate authority will be retained. An employee who wishes to be excused from returning to duty after being on court leave may request annual leave or leave without pay for duty periods impacted by the court leave.

Alternatively, the supervisor may consider adjusting the work schedule temporarily to accommodate duty periods that are impacted by court leave.

- f) Firefighting and Rescue Work. Employees will be provided leave for volunteer firefighting and rescue work in accordance with applicable laws and regulations, which may be unilaterally changed during the term of this Agreement. Any such absence will be supported by a statement from the employee's fire chief or unit commander certifying to the required service and the time and date involved.
- g) Blood Donors. Employees who volunteer as blood donors, without compensation, may be authorized a maximum of four (4) hours of excused absence on the day blood is donated, provided advance notification (5 work days) and approval by the supervisor is given. The time is to be used to travel to and from the blood center, to donate the blood, and for recuperation following donation. This provision is not intended to cover an employee whose donations involve the need for recurring absence over an extended period or situations in which the employee has blood stored for his/her own use. The Agency reserves the right to review an employee's blood donor card or request other proof of donation.
- h) Voting Leave. Employees scheduled to work on an election day who are eligible to vote in such election may be granted the minimum time of excused absence necessary to provide them three hours within which to vote either immediately after the polls open or before they close, whichever requires the lesser amount of excused absence. Employees are not entitled to an automatic three hours off on voting days; the three hours is the amount of time that employees should have available to vote either before reporting to work or after departing work. Since most voting locations have both early and extended hours, the need for granting excused absence will be rare since most employees will not require any excused absence in order to have three hours within which to vote. Supervisors may grant excused absence for voting on a case-by-case basis where the employee can demonstrate the necessity. Under exceptional circumstances where the above rule does not permit sufficient time to vote, such as when an employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, an employee may be excused for such additional time as may be needed to enable him or her to vote, depending upon the particular circumstances in his or her individual case, but the time excused shall in no case exceed one day. Employees who are in a leave status for any portion of Election Day will not be granted excused absence for voting.
- i) Leave Without Pay (LWOP). LWOP is a temporary non-pay status and absence from duty that, in most cases, is considered at the employee's request. Except where employees have an entitlement to LWOP under the law, LWOP may be granted or denied at the Agency's discretion. LWOP may affect an employee's entitlement to, or eligibility for, certain federal benefits.
- j) Other Leaves. Nothing in this Article shall be deemed to excuse the Agency from complying with any law or government-wide regulation relating to leave that is

applicable to bargaining unit employees even if such leave is not explicitly referenced in this Agreement.

k) **No Conversion of Leave.** An employee who is absent for duty on one form of approved leave (such as annual or sick leave) is not entitled to substitute the approved form of leave for any other form of leave (such as LWOP or administrative leave) unless mandated by law. For example, employees may not substitute administrative leave for sick leave or vacation even if other employees who reported for duty while the employee was on vacation were provided administrative leave for an early closure.

7.13. **Wage Surveys.** The Parties mutually recognize that the Department of Defense (DoD) is responsible for conducting wage surveys in Alaska. As such, the Agency has no control over how these surveys are conducted or who participates in the survey. Notwithstanding the foregoing, the Agency will release employees who are chosen to participate in the committee proceedings without a loss of pay unless exceptional circumstances require their presence at their regular jobs.

ARTICLE 8 SAFETY AND OCCUPATIONAL HEALTH

8.1. **Responsibility for Safety.** All employees must observe safe working practices and wear prescribed personal protective clothing, equipment and devices when performing assigned functions and promptly correct or report to the appropriate supervisor any unsafe condition or acts.

8.2. **Drug Testing.** The Agency may drug test employees and implement procedures to implement its drug-testing program in its discretion but consistent with the DoD Civilian Employee Drug-Free Workplace Program which may be modified by DoD during the term of this Agreement. Refusal of an employee to submit to a drug test is grounds for disciplinary action against the employee.

8.3. **Safety Equipment.** The Agency will pay for safety equipment only when the government receives the primary benefit, and the equipment is not a personal item that should be furnished by the employee.

8.4. **Smoking and Vaping.** The Agency may, in its discretion, designate buildings and/or Agency property as non-smoking and establish smoking and vaping policies provided they are not inconsistent with any agreement negotiated separately during sub/specialty negotiations pursuant to the ground rules for this Agreement.

8.5. **Refusal of Work.** An employee has the right to refuse a work assignment only when the employee has a reasonable belief of imminent risk of death or serious bodily harm and does not have sufficient time to seek redress through normal abatement procedures.

8.6. **Compliance with Safety Laws.** Maintaining a safe and healthy work environment is a shared value of the Union and Agency. Accordingly, the Agency agrees to abide by all health and safety laws applicable to bargaining unit employees, including DoD procedures established pursuant to 29 CFR § 1960.46 to protect employees who participate in occupational safety and occupational health program activities or who file a report of an unsafe or unhealthful working condition. The Agency welcomes feedback from employees and the Union at any time about potential safety violations, environmental hazards, or unhealthy working conditions. The Agency will respond directly to the employee or Union representative who brought the concern in a timely manner.

8.7. **Medical Information.** The Agency agrees to abide by any applicable laws related to employee medical information.

ARTICLE 9 PERFORMANCE MANAGEMENT

9.1. **Appraisal System.** The Agency retains discretion to determine employee performance standards and to establish a performance appraisal system to evaluate employees. The Agency further retains the right in its discretion to change its performance appraisal system during the term of this Agreement. Notwithstanding the foregoing, employees and the Union will be given reasonable advance notice of any change in the performance appraisal system as well as the opportunity to provide feedback on any change in the appraisal system.

9.2. **Disputed Ratings.** Disputes over employee performance ratings shall not be subject to the negotiated grievance procedure.

9.3. **Position Classification.**

a) **Changes in Job Description.** Directly-impacted employees and the Union will be notified of changes in bargaining unit job descriptions.

b) **Classification Appeals.** Employees have the right to appeal their own position classifications, as outlined in regulation, but the classification of a position is not grievable under this Agreement unless it results in a reduction in grade or pay. Employees may choose to designate a representative in the classification appeals process who is not a Union steward, officer, or representative provided that the person selected would not cause a conflict of interest or position and can be released from duties without compromising the priority needs of the Agency or unreasonably increasing Agency costs. In such cases, the Agency may deal directly with the employee and his or her chosen representative. If an employee chooses to be represented by a Union representative, the representative must follow the official time procedures outlined in this Agreement if he or she wishes to provide representation during duty hours. Consistent with this Agreement, the Agency may request written

authorization from the employee before recognizing a representative. An employee will not be discriminated against for filing an appeal.

c) Performance of Other Duties as Assigned. The assignment of duties to an employee is not limited by the content of his or her position description. The Agency maintains the sole right to assign duties to an employee even if those duties are not listed in a position description. Employees may also voluntarily request work assignments not listed in their job descriptions, but the Agency maintains discretion to grant or deny such requests.

d) Desk Audits. The Agency may, in its discretion, conduct a desk audit. Union representatives are not entitled to be present during a desk audit.

9.4. **Merit Promotion**. The Agency will use competitive merit promotion procedures when required by law. The Agency has the sole right to determine which candidate to select for any position. No employee is entitled to a promotion or temporary promotion.

9.5. **Awards**. The Agency may, in its discretion, establish programs to reward bargaining unit employees for performance (time off awards, financial awards, etc.). In the event such reward programs are established, the Agency has the discretion to determine the amount of money allocated for the provision of awards and to establish the criteria for granting such awards. However, the Union may be provided the awards criteria upon request in accordance with the terms of this Agreement and may provide feedback on the awards program for the Agency's consideration.

9.6. **Disciplinary/Adverse Actions**.

a) Management Right to Discipline.

i. **Disciplinary Discretion**. The Agency has the right to discipline employees in its discretion for both performance-related and non-performance related conduct. The Agency also retains discretion to determine who shall be the proposing and deciding official in an adverse action.

ii. **Adverse Actions**. Adverse actions will only be taken for such cause as will promote the efficiency of the service.

iii. **Timeliness**. While there is no deadline by which an adverse action must be taken, the Agency will attempt to initiate an adverse action in a reasonable amount of time after it becomes aware of an alleged offense and has had a full opportunity to investigate the alleged offense.

b) Representation. When an employee contesting a disciplinary or adverse action chooses not to be represented by the Union, the Agency may resolve the dispute directly with the employee and his or her chosen representative.

- c) **Written Authorization**. The Union must provide written authorization from an employee before the Agency is obligated to provide any information to the Union about a disciplinary or adverse action against the employee. The written authorization must specify in detail the documents the employee authorizes the Agency to release directly to the Union representative. Notwithstanding the foregoing, nothing in this Article prevents the Agency from denying the Union's information request on grounds other than the lack of employee authorization.
- d) **Last Chance Agreements**. The Agency may, in its discretion, choose whether or not to offer a last chance agreement to an employee. If the employee has not chosen to be represented by the Union, the Agency may negotiate the last chance agreement directly with the employee and his or her chosen representative. Notwithstanding the foregoing, the Union will be notified and given an opportunity to be present at any meeting in which an employee is offered a last chance agreement. An employee's signature on a last chance agreement will not be considered an admission by the employee.
- e) **Disputed Actions**.
- i. **Response Period**. An employee will be provided seven (7) calendar days to respond to a proposed adverse action. The proposal letter will provide contact information for the deciding official to whom the response should be delivered.
- ii. **Exemption from Grievance Procedure**. Disputes over disciplinary and adverse actions are exempt from the negotiated grievance procedure if they can be brought in an alternate forum, but the employee may be represented by a Union representative for the purpose of responding to a proposed disciplinary or adverse action and in any complaint or appeal to a third party related to a disciplinary action (MSPB, EEOC, etc.).
- f) **Written Records**.
- i. **Disciplinary Actions**. Employees who are disciplined may receive, upon request, a copy of any documents or files that provided a basis for the disciplinary action. The Agency may redact information from the documents provided as necessary to comply with the Privacy Act or other laws. Except where explicitly required by law, no obligation exists to provide documents or files directly to an employee until such time as adverse action is taken against the employee based on those documents or files.
- ii. **Personnel Records**. The Parties acknowledge that an employee's official personnel record is maintained electronically by OPM (the electronic Official Personnel Folder (E-OPF)) and can be accessed by employee's electronically. As such, the Agency is not required to provide copies of documents contained in the E-OPF. If an employee believes that a document in his or her E-OPF is inaccurate, the Agency may provide information to an employee about how to correct his or her record.

ARTICLE 10 NEGOTIATED GRIEVANCE PROCEDURES

10.1. **Scope.** This grievance procedure shall be the exclusive procedure available to bargaining unit employees, the Union, and the Agency to resolve a dispute concerning the interpretation or application of this Agreement, but a grievance may also be brought for any purpose outlined in 5 USC Part 71 unless otherwise excluded by this Agreement.

10.2. **Employee Grievances.**

a) **Step One.** Within fifteen (15) calendar days of a dispute, the aggrieved employee(s) must provide a detailed written description of his or her grievance to the immediate supervisor and a copy to the appropriate HR specialist. The employee may do so with or without Union representation. The written grievance must describe the basis for the dispute, cite the specific articles of the BLA alleged to have been violated, and the remedy sought. Unless the supervisor lacks the authority to resolve the grievance at his or her level, in which case the employee(s) will be obligated to proceed to step two in a timely manner upon notification of the lack of authority, the supervisor shall arrange a meeting with the employee no later than fifteen (15) calendar days after receipt of the grievance. The Union shall be afforded the opportunity to have one representative attend the grievance meeting. If the grievance was not filed by a Union representative, the Agency will notify the Union of the grievance meeting no less than five (5) calendar days prior to the meeting. No later than ten (10) calendar days after the grievance meeting, or ten (10) calendar days after receipt of the grievance if the supervisor lacks authority to resolve the grievance, the supervisor will provide a written response to the aggrieved employee(s). Failure of a supervisor to provide a timely response shall obligate the employee(s) to proceed to step two in a timely manner.

b) **Step Two.** If the Parties cannot resolve the dispute at step one, the grievance may be forwarded to the appropriate directorate/department head or equivalent within five (5) calendar days of the unsatisfactory step one response, or within five (5) calendar days of the deadline for the step one response if no timely response is received. All forwarded step two grievances will include the step one response, if such a response was received. Unless the directorate/department head or equivalent lacks the authority to resolve the grievance at his or her level, in which case the employee(s) will be obligated to proceed to step three in a timely manner upon notification of the lack of authority, the directorate/department head or his or her designee shall arrange a meeting with the employee no later than twenty-one (21) calendar days after receipt of the step two grievance. The Union shall be afforded the opportunity to have one representative attend the step two grievance meeting. If the grievance was not filed by a Union representative, the Agency will notify the Union of the grievance meeting no less than five (5) calendar days prior to the meeting. No later than ten (10) calendar days after the grievance meeting, or ten (10) calendar days after receipt of the grievance if the directorate/department head or equivalent lacks authority to resolve the grievance,

the directorate/department head or equivalent or his or her designee will provide a written response to the aggrieved employee(s). Failure of a directorate/department head to provide a timely response shall obligate the employee(s) to proceed to step three in a timely manner.

c) **Step Three.** If the Parties cannot resolve the dispute at step two, the grievance may be forwarded to the appropriate O-5 or O-6 level commander within five (5) calendar days of the unsatisfactory step two response, or within five (5) calendar days of the deadline for the step two response if no timely response is received. All forwarded step three grievances will include the step one and step two responses, if such responses were received. The O-5 or O-6 level commander or his or her designee may decide the grievance based upon the written record or, at his or her discretion, arrange a meeting with the employee no later than twenty-one (21) calendar days after receipt of the step two grievance. If the commander or designee decides to issue a decision based on the written record, such written decision will be issued no later than thirty (30) calendar days after receipt of the step two grievance. The Union shall be afforded the opportunity to have one representative attend the step three grievance meeting if one is held. If the grievance was not filed by a Union representative, the Agency will notify the Union of the grievance meeting no later than five (5) calendar days prior to the meeting. No later than twenty-one (21) calendar days after the grievance meeting, if one is held, the commander or designee will provide a written response to the aggrieved employee(s). Failure of a commander or designee to provide a timely response shall start the deadline for the Union to request arbitration the day immediately after the deadline for a response.

10.3. **Union Grievances.** Any grievance by the Union against the Agency shall be filed directly at step two. No more than one employee may present a grievance on behalf of the Union.

10.4. **Agency Grievances.** Any grievance by the Agency against the Union shall be filed directly with the applicable local Union president or representative. Within ten (10) calendar days of receipt of the dispute, the Union shall arrange a meeting with the Agency. Such meeting shall occur no later than thirty (30) calendar days after receipt of the grievance. No later than ten (10) calendar days after the grievance meeting, the Union will provide a response. Failure of the Union to respond in a timely manner shall be considered a denial and shall start the deadline to request arbitration the day immediately after the deadline for a response.

10.5. **Arbitration.** If a dispute remains unresolved after completion of the grievance process, arbitration must be demanded by either the Union or the Agency no later than thirty (30) calendar days after the conclusion of the grievance process or right to arbitrate is waived. The following procedures and terms shall apply to arbitration:

a) The Party demanding arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) and provide a copy of the list to the other Party. If the Parties cannot agree on an arbitrator from the list provided, then each Party

will strike one name from the list of arbitrators provided until an arbitrator is selected with the Agency making the first strike.

- b) Any arbitration pursuant to this provision will be held in Alaska at either JBER, Fort Wainwright, or Fort Greely respectfully based on the underlying dispute and the location of the grievant(s) and other witnesses. If the Parties cannot agree on which installation should host the arbitration, the Parties shall provide written briefs and evidence to the arbitrator who shall make a final and binding decision on the location of the arbitration.
- c) The arbitration costs shall be shared equally by the Parties but each Party's own expenses related to the arbitration, including attorney fees, shall be borne solely by them. It is understood that where there is not mutual consent for obtaining a transcript, either Party may elect to obtain such transcript at their own expense; however, the other Party may not be privileged to such transcript except where they have equally shared the total cost of obtaining the transcript.
- d) The arbitrator's award shall be limited to a make whole remedy. No punitive damages or interest may be awarded.
- e) The arbitrator's decision shall be final and binding. However, neither Party is precluded from filing exceptions to an arbitrator's award in accordance with law and regulations.
- f) The arbitrator will have the authority to resolve any disputes over arbitrability.
- g) There will be no *ex parte* communications with the arbitrator.

10.6. **Exclusions.** The following matters are explicitly excluded from the grievance procedure:

- a) Any claimed violation of subchapter III of chapter 73 of Title 5 of the United States Code relating to prohibited political activities;
- b) Retirement, life insurance, or health insurance;
- c) A suspension or removal under 5 USC § 7532 relating to national security;
- d) Any examination, certification, or appointment;
- e) The classification or re-classification of any position which does not result in the reduction in grade or pay of an employee;
- f) The content or interpretation of any (e.g., DoD, IMCOM, DA) regulation, provision(s) of law, or regulations of appropriate authorities outside of the organization, regardless of whether such policies, laws, or regulations are quoted, cited, otherwise incorporated, or referenced in this Agreement;

- g) Resignation, termination or removal of term or temporary employees; termination of temporary promotions; termination of probationary or trial period employees; termination of employees serving under excepted appointments; or a decision not to extend any term or temporary employee;
- h) Non-adoption of a suggestion;
- i) Failure to receive or disapproval of a performance or other discretionary award to include time off and honorary awards and the amount thereof;
- j) Performance warnings, expectations, counseling, appraisal ratings, or placement of an employee on a Performance Improvement Plan (PIP);
- k) Requirement to submit to a fitness for duty examination;
- l) Agency investigations into loss or damage to government appropriated and non-appropriated fund property to include findings of pecuniary liability for damage to government property as provided in AR 735-5, Property Accountability Policies;
- m) Any warning notices, oral or written counsellings or admonishments, or letters of caution or requirement;
- n) Notices of proposed disciplinary or adverse action and final disciplinary or adverse actions that are appealable to the MSPB;
- o) Agency's decision on requests for Voluntary Separation Incentive Pay (VSIP) or Voluntary Early Retirement Authority (VERA);
- p) The decision by either Party to not extend the time limits of the grievance procedure;
- q) Actions where there are no damages;
- r) Equal Employment Opportunity complaints or allegations;
- s) Any matter appealable to the MSPB;
- t) Allegations of mismanagement;
- u) A personnel action voluntarily requested by an employee;
- v) Any assignment of duty that is part of an employee's job description;

- w) Complaints over which the Agency has no obligation to consult with the Union, any matter raised as an unfair labor practice charge, and any matter not subject to the control of management;
- x) FLSA claims;
- y) Class actions;
- z) The determination of performance standards and critical elements;
- aa) Wage or salary rates or schedules established by appropriate authority;
- bb) Employee performance ratings;
- cc) Any issue previously decided in an earlier grievance proceeding;
- dd) Furlough of thirty (30) days or less, imposed by higher authority;
- ee) Failure to recommend and/or disapproval of discretionary funding programs where the Agency has no influence over the selection process (e.g., student loan repayment, tuition reimbursement, etc.);
- ff) Issues related to covered employees seeking placement in positions outside the bargaining unit; and,

10.7. **Timelines.** All timelines in this Article (negotiated grievance procedures) may be extended by mutual written agreement of the Parties. Absent such agreement, failure of an employee or Party to meet a deadline shall terminate the grievance procedure. If the deadline to file a grievance, a response to a grievance, or to move to the next step in the grievance process falls on a Saturday, Sunday, or legal holiday, the deadline will be extended to the first calendar day immediately following the original deadline which is not a Saturday, Sunday, or legal holiday.

10.8. **No Temporary Duty (TDY) Travel.** TDY travel will not be authorized for any bargaining unit employee to participate in the grievance or arbitration process in any capacity.

ARTICLE 11 **DURATION AND CHANGES**

11.1. **Renegotiation and Rollover.** This Agreement shall remain in full force and effect for a period of six (6) years from its effective date. Either Party to this Agreement may give written notice to the other, not less than sixty (60) calendar days and not more than one hundred and twenty (120) calendar days prior to the anniversary date, of its desire to modify or extend this Agreement. In the event such notice is given by either Party, ground rules negotiations will commence within thirty (30) calendar days of notification.

If neither Party serves notice to re-negotiate this Agreement, the Agreement shall be automatically renewed for a one-year increment, subject to Agency Head Review. Any provision of a rolled over agreement that is contrary to law or government-wide regulation is no longer binding and shall be unenforceable under the negotiated grievance procedure. The Agency also reserves the right to withdraw from any agreements on permissive subjects.

11.2. Mid-Term Negotiations. Any negotiations during the term of this Agreement are subject to the following conditions:

- a) If the Union does not request bargaining within seven (7) calendar days of being notified of a proposed change to a term or condition of employment, the Union waives its right to bargain over the change. Negotiations must begin within fourteen (14) calendar days of the Union's notification of its demand to bargain or the Union waives its right to bargain over any proposed changes.
- b) The Agency is not required to negotiate over topics or subjects covered by this Agreement, including topics upon which the Agency has been granted discretion to act.
- c) No Agency official has the authority to negotiate an agreement with the Union without the express consent of the appropriate O-5 or O-6 level commander. Any agreement negotiated by an Agency official without such consent is invalid and unenforceable.
- d) Any negotiations during the term of this Agreement are subject to the official time provisions of this Agreement. In no event shall the number of bargaining unit employees receiving official time for mid-term negotiations exceed the number of individuals on the Agency team.
- e) Any modifications or additions to this Agreement (including side agreements, MOUs or MOAs) during the term of the Agreement are invalid and unenforceable unless reduced to writing and submitted for Agency Head Review.

11.3. Reopener. Either Party may propose negotiations during the term of this Agreement to re-open, amend, or modify this Agreement, but neither Party is obligated to agree to such negotiations and such negotiations will only proceed with the mutual agreement of the Parties. A Party's decision not to agree to re-open the Agreement is not subject to the grievance procedure.

11.4. Effective Date of Agreement. This Agreement is subject to Agency Head Review and is effective upon that approval or on the 31st day after the date of execution.

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Appendix A (DES Sub-Unit MOA)

MEMORANDUM OF AGREEMENT

BETWEEN

U.S. ARMY GARRISON ALASKA ON BEHALF OF THE DIRECTORATE OF EMERGENCY
SERVICES (DES)

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO; AND AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1834

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ARTICLE 1 PARTIES AND SCOPE

1.1. **Parties.** This Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Garrison Alaska, ("Agency") and representatives of the American Federation of Government Employees, AFL-CIO and American Federation of Government Employees Local 1834 (collectively referred to as the "Union"). Jointly, the "Agency" and the "Union" will be referred to as the "Parties."

1.2. **Scope.** This MOA is a sub-unit agreement negotiated as part of negotiations for a successor Basic Labor Agreement (BLA) between the Parties and several other commands that are not a party to this MOA. This MOA is not binding on any command that is not a party to this MOA and its provisions only apply to bargaining unit employees in the Directorate of Emergency Services (DES) where such employees are specifically referenced in this MOA.

1.3. **Basic Labor Agreement (BLA).** The Parties mutually agree that this MOA will be incorporated as an attachment to the BLA and subject to the same ratification and Agency Head Review process outlined in the BLA. The Parties further agree that the terms of the BLA apply to all employees covered by this MOA except where specific language in this MOA differs in which case the terms of the MOA shall apply. Disputes over the interpretation or application of this MOA shall be resolved using the negotiated grievance procedure in the BLA.

ARTICLE 2 ALL USAG-AK DES EMPLOYEES

The following provisions shall apply to all USAG-AK employees regardless of installation or department:

2.1. **Shift Swaps.** Equally qualified employees holding the same position may voluntarily agree to swap shifts subject to management approval. All swapped shifts must fall within the same pay period and must be for the entire shift. Once a shift swap is approved, the swap is final and cannot be changed. If an employee fails to show up to work the approved swapped shift, he or she may be considered AWOL and subject to disciplinary action.

2.2. **Uniform Allowance.** Employees who are required to wear a uniform that is not provided directly by the Agency may be provided a uniform allowance in accordance with 5 USC § 1593. The amount of any allowance shall be determined by DoD regulations, which may be modified during the term of this Agreement by DoD as authorized by 5 USC § 1593. The annual allowance shall be paid in one lump sum near the beginning of the fiscal year subject to the appropriation and availability of funds. In years where a uniform allowance is provided, the Agency will supply a list to all employees that includes the items they are required to purchase and maintain with the

allowance. No employee shall be required to purchase the listed items until the allowance is paid.

ARTICLE 3

ALL FORT WAINWRIGHT DES EMPLOYEES OTHER THAN FIREFIGHTERS

The following provisions shall apply to all DES employees located at Fort Wainwright only except firefighters:

3.1. Annual Leave.

- a) Employees will submit annual leave requests between the 1st and 21st of January each year. The leave request(s) should include all scheduled leave from 22 January of the current calendar year through 21 January of the following year.
- b) If two or more employees request the same leave period by 21 January and the number of employees that can take leave during the conflicting period is less than the number of employees that requested leave, the employees will attempt to resolve conflicts. Unresolved conflicts will be resolved by granting leave to the employee with the most seniority based on service computation date (SCD).
- c) If a leave request is made after 21 January, leave requests will be considered on a first-come, first-serve basis.

ARTICLE 4

DISPATCH EMPLOYEES - FORT WAINWRIGHT

The following provisions shall apply only to Fort Wainwright Dispatch employees:

4.1. Work Schedules.

- a) Dispatch employees will rotate between shifts twice per year. The first rotation will take place on the beginning of the first full pay period in January. The second rotation will begin at the beginning of the first full pay period in July.
- b) Dispatchers will work a compressed work schedule comprised of twelve-hour shifts. Each pay period, dispatchers will work one week of three (3) 12-hour days and one week of four (4) 12-hour days. The work schedule may be terminated as outlined in the main BLA.

ARTICLE 5

FIREFIGHTERS - FORT WAINWRIGHT

The following provisions shall apply only to Fort Wainwright firefighters:

5.1. **Parking**. The Agency retains the right to restrict privately owned vehicle (POV) parking to improved surfaces designed for parking. Employees may park trailers of any type at Station 3 with advanced approval and notice to their supervisor. Trailer parking at other fire stations is prohibited. At no time will trailers block head bolt heaters. POVs are strictly prohibited inside fire stations.

5.2. **Annual Leave**.

- a) **Projected Annual Leave**. Employees will submit projected annual leave preferences for the upcoming calendar year in a written format (email is acceptable) to their supervisor no later than 15 October.
 - i. Operations employees may request a total amount of projected annual leave equal to the amount of annual leave that will be carried into the next calendar year ("carryover leave") plus the amount of annual leave they are expected to earn in the next calendar year ("projected annual leave"). However, in no event shall the total amount of projected annual leave requested exceed eighteen (18) days. No more than three (3) operations employees shall be granted projected annual leave on any calendar day. Employees may select up to a maximum of six (6) days of leave as their first preference and may also indicate up to four (4) additional preferences for consideration in the event their first choice of leave dates in unavailable (for a total of 5 possible preferences). Any additional leave preferences will be listed in rank order using Arabic numerals (1, 2, 3, etc.) in increments not to exceed six (6) days.
 - ii. Prevention employees may select up to a maximum of ten (10) days of leave as their first preference and may also indicate up to four (4) additional preferences for consideration in the event their first choice of leave dates in unavailable (for a total of 5 possible preferences). Any additional leave preferences will be listed in rank order using Arabic numerals (1, 2, 3, etc.) in increments not to exceed six (6) days.
 - iii. Employee projected annual leave requests will be considered based on seniority using service computation date for leave (SCD). In the event two or more employees have the same SCD, placement will be based on alphabetical order in odd years and reverse alphabetical order in even years. However, any employee who fails to submit leave preferences by 15 October will be automatically moved to the bottom of the list. If more than one employee fails to timely submit leave preferences, all such employees will be moved to the bottom of the list in reverse seniority order with the least senior employee based on SCD being placed at the bottom of the list.
 - iv. Starting with the most senior employee based on SCD, the Agency will grant the employee's first choice of leave preferences whenever possible. When the employee's first set of leave choices is unavailable, the Agency will grant the

employee's second set of leave choices if possible and continue on down to the last set of preferences indicated if no prior preferred dates are available. If none of the employee's preferred dates are available, the Agency will contact the employee and allow the employee to choose from any remaining dates for which leave is available. Operations employees may choose no more than six (6) available days. Prevention employees may choose up to ten (10) available days. Employees are not obligated to choose any of the available dates if they do not want them.

- v. Employees hired after 15 October will submit leave requests on a first come, first serve basis until the first 15 October immediately after their date of hire at which time they will be allowed to participate in the projected annual leave process outlined in this article.
 - vi. All projected annual leave will be tracked in a format available for viewing by employees and the Union.
- b) Annual Leave and Advanced Annual Leave. All forms of annual leave other than projected annual leave will be handled in accordance with the provisions of the BLA.

5.3. Overtime.

- a) Volunteer Overtime List. At the time an employee is hired and thereafter each year no later than 15 October, employees may indicate whether or not they wish to be placed on a volunteer overtime list for the calendar year that immediately follows. When an employee agrees to work a volunteer overtime shift, his or her name will be moved to the bottom of the volunteer overtime list. Employees will be automatically removed from the list once they cease to be employed in a bargaining unit position. Employees may also be removed from the volunteer overtime list at any time upon request. However, an employee who asks to be removed from the list may not be added again until the next open period ending 15 October at which point they may be added for the calendar year immediately following. Employees will be placed on the list based on seniority using service computation date for leave (SCD). If two employees have the same SCD, placement on the list will be made using alphabetical order. When a new name is added to the list, it will go to the bottom of the list.
- b) Projected Volunteer Overtime. On the 20th day of each calendar month, the Agency will send all employees on the volunteer overtime list all dates for the following calendar month for which there is an expectation that overtime will be available ("projected overtime"). All employees on the volunteer overtime list will provide to the Agency's designated official no later than five calendar days after the receipt of the projected overtime notification (the 25th day of the month) the projected overtime dates that they are willing to work. An employee's failure to respond with dates in a timely manner shall result in the employee not being considered for any projected overtime. Starting with the earliest calendar day in the month for which projected

overtime is available, assignments shall be provided to the volunteer employee closest to the top of the overtime list (provided the volunteer is qualified for the assignment). Once a projected overtime shift is assigned to an employee, the employee shall be moved to the bottom of the projected overtime list. Management will have three (3) calendar days (the 28th day of the month) to notify all employees on the volunteer overtime list of the projected overtime assignments.

- c) **Other Volunteer Overtime**. When overtime is available (other than projected overtime), the Agency will first offer the overtime to qualified employees from the volunteer overtime list starting with the employee at the top of the volunteer overtime list (provided the volunteer is qualified for the assignment). If an employee does not respond to a voluntary overtime request in a reasonable amount of time or cannot be contacted, the Agency may move to the next employee on the list. The only acceptable reasons for failing to report to a voluntary overtime shift are unavailability to report due to military service, hospitalization, or illness. Employees who fail to report for a volunteer overtime shift may be required to submit proof acceptable to the Agency for the failure to report. Failure to report for an accepted overtime shift may also result in disciplinary action.
- d) **Mandatory Overtime List**. All employees will be placed on a mandatory overtime list in reverse seniority order based on SCD. New employees will be added to the top of the list. Employees will be automatically removed from the list once they cease to be employed in a bargaining unit position. An employee who works mandatory overtime will be moved to the bottom of the list after completion of the mandatory overtime shift.
- e) **Mandatory Overtime**. If no qualified employees from the voluntary overtime list accept the overtime, the mandatory overtime list will be used. The only acceptable reasons to decline mandatory overtime are if the employee is unavailable to report to work due to military service, hospitalization, or illness. Any employee who declines mandatory overtime for one of these reasons will be required to submit proof acceptable to the Agency for the declination. Any employee who refuses to report to work mandatory overtime will be considered AWOL and subject to disciplinary action. Failure to respond to contact from the Agency about mandatory overtime must also be explained by the employee to the Agency's satisfaction and may result in disciplinary action.

5.4. **Shift Schedules**. Firefighters on a bi-weekly schedule consisting of 144 hours shall be regularly scheduled to work six (6) 24-hour shifts each pay period consisting of a 48-hour tour of duty (two shifts) followed by at least two regular days off (RDO) prior to the next regularly scheduled tour of duty. Notwithstanding the foregoing, nothing shall prohibit the assignment of overtime work on RDOs or prohibit employees from working more than 48 consecutive hours due to the voluntary acceptance of a shift swap in accordance with this Agreement.

5.5. **Lieutenant Program**. Any GS-7 firefighter who meets the minimum qualifications

to perform the duties of a lead firefighter may use the title and insignia of a lieutenant.

5.6. **Storage**. The Agency shall provide each fire department employee on duty a reasonably sized and lockable storage space at their assigned duty location for use during their shift.

ARTICLE 6

POLICE AND PHYSICAL SECURITY EMPLOYEES- FORT GREELY

The following provisions shall apply only to Fort Greely Police and Physical Security employees:

6.1. **Work Schedules**. The Agency may schedule Fort Greely employees classified in series GS-0083 and GS-0085 to work a compressed work schedule of six (6) twelve-hour days and one (1) eight-hour day per pay period. The work schedule may be terminated as outlined in the main BLA.

6.2. **Overtime**. Overtime assignment procedures will continue in accordance with policies existing at the time of contract execution. Overtime policies may be changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

6.3. **Annual Leave**. Annual leave procedures will continue in accordance with policies existing at the time of contract execution. Annual leave procedures may be changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

6.4. **Shift Bidding**. Shift bidding procedures will continue in accordance with policies existing at the time of contract execution. Shift bidding procedures may be changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

ARTICLE 7

FIREFIGHTERS- FORT GREELY

The following provisions shall apply only to Fort Greely firefighters:

7.1. **Overtime**. Overtime assignment procedures will continue in accordance with policies existing at the time of contract execution. Overtime policies may be changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

7.2. **Annual Leave**. Annual leave procedures will continue in accordance with policies existing at the time of contract execution. Annual leave procedures may be

changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

7.3. **Shift Bidding**. Shift bidding procedures will continue in accordance with policies existing at the time of contract execution. Shift bidding procedures may be changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

Appendix B (Request for Official Time Form)

REQUEST FOR OFFICIAL TIME

Part 1

To be completed by Union Official/Representative.
Request for consecutive days should be made on one form.

1. NAME OF OFFICIAL/REPRESENTATIVE	2. TOTAL AMOUNT OF TIME REQUESTED
3. DESTINATION	4. PHONE AT DESTINATION
4. ESTIMATED DATE/TIME OF DEPARTURE	5. ESTIMATED DATE/TIME OF RETURN

Reason For Request

(Circle All That Apply)

- a. To consult or negotiate with the Employer, including preparation and third party proceedings.
- b. To review and prepare comments and proposals to proposed changes to existing personnel policies, practices, and matters affecting working conditions of Employees.
- c. To represent an Employee or act as the representative during the preparation and presentation of a grievance, including third party proceedings.
- d. To act as the representative during a formal discussion.
- e. To be present at an examination of an Employee by a representative of the Employer in connection with an investigation as provided in 5 USC 7114(a)(2)(B).
- f. Other (specify) _____

SIGNATURE OF OFFICIAL/REPRESENTATIVE	DATE
--------------------------------------	------

Part 2

To be completed by the supervisor upon receipt of this form.
When Part 2 is completed, the form is to be returned to the requester.

If there is reason to believe that the requested use of official time is not appropriate, reasons for denial must be stated below.

This request IS approved as requested.	This request IS NOT approved as requested.
COMMENTS	

SIGNATURE OF SUPERVISOR	DATE
-------------------------	------

Part 3

Upon return, the Union Official/Representative will complete the below and return the form to the supervisor.

TOTAL HOURS USED:	After the actual amount of official time used is annotated, the supervisor will forward this form to the Civilian Personnel Advisory Center, Attn: Labor Relations at 384-1370.
-------------------	---

Appendix C: (Official Time Record)

OFFICIAL TIME RECORD

For Use By Union Official/Representative

NAME OF REPRESENTATIVE

MONTH

YEAR

LIST NUMBER OF HOURS BY REASON FOR ABSENCE CATEGORY AS FOLLOWS:

- A. To consult or negotiate, including preparation for consultation/negotiation and related third party proceedings.
 - B. To review and prepare comment to proposed changes to existing personnel matters affecting conditions of employment.
 - C. To represent an employee during the preparation and presentation of a grievance and related third party proceedings.
 - D. To act as the representative during a formal discussion.
 - E. To be present at an examination of an employee by a representative of the employer in connection with an investigation as provided IN 5 USC 7114(a)(2)(B).
 - F. To attend management directed meetings
 - G. Other (specify in remarks).

LIST NUMBER OF HOURS BY REASON FOR ABSENCE CATEGORY AS FOLLOWS:

- A. To consult or negotiate, including preparation for consultation/negotiation and related third party proceedings.
 - B. To review and prepare comment to proposed changes to existing personnel matters affecting conditions of employment.
 - C. To represent an employee during the preparation and presentation of a grievance and related third party proceedings.
 - D. To act as the representative during a formal discussion.
 - E. To be present at an examination of an employee by a representative of the employer in connection with an investigation as provided IN 5 USC 7114(a)(2)(B).
 - F. To attend management directed meetings
 - G. Other (specify in remarks).

Appendix D

(Copies of Current FLRA Certifications)



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

**DEPARTMENT OF THE ARMY
U.S. ARMY LOGISTICS READINESS CENTER
FORT GREELY, ALASKA**

-Activity

-and-

**AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO**

-Exclusive Representative/Labor Org

CASE NO. SF-RP-13-0006

CERTIFICATION OF REPRESENTATIVE

The U.S. Department of the Army, Civilian Personnel Advisory Center, Fort Wainwright, Alaska filed this petition which deals with the effects of a reorganization. On November 13, 2013, I issued a Decision and Order, finding that certain employees of the U.S. Army Installation Management Command, Fort Greely, Alaska became employees of the U.S. Army Logistics Readiness Center, Fort Greely, Alaska due to realignment. And applying the successorship standard, I found that the transferred employees are in an appropriate unit and that the American Federation of Government Employees, AFL-CIO is the exclusive representative of that unit. All parties waived their right to appeal my decision.

Pursuant to authority vested in the undersigned and under Chapter 71 of title 5, U.S.C.,

IT IS CERTIFIED that the American Federation of Government Employees, AFL-CIO is the exclusive representative of all employees in the following unit:

Included: All nonprofessional employees of the U.S. Army Logistics Readiness Center, at Fort Greely, Alaska.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Dated: November 13, 2013 **FEDERAL LABOR RELATIONS AUTHORITY**


Jean M. Perata, Regional Director
San Francisco Region

Attachment: Certificate of Service



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF THE ARMY
U.S. ARMY INSTALLATION MANAGEMENT COMMAND
FORT GREELY, ALASKA
-Activity
-and-
AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO
-Exclusive Representative/Labor Organization

CASE NO. SF-RP-13-0006

AMENDMENT OF RECOGNITION

The U.S. Department of the Army, Civilian Personnel Advisory Center, Fort Wainwright, Alaska filed this petition which deals with the effects of a reorganization. On November 13, 2013, I issued a Decision and Order, finding that the certification may be amended to reflect a change in the Activity's name, and the exclusive representative's. All parties waived their right to appeal my decision.

I ORDER that the recognition granted on September 22, 1967 under Executive Order 10988 to the American Federation of Government Employees, Local 1949, AFL-CIO [Amendment of Recognition, 71-2885 (May 7, 1974); Amendment of Recognition, Case No. SF-RP-04-0024 (May 25, 2004)] for the following bargaining unit:

Included: All nonprofessional employees of the Installation Management Agency at Fort Greely, Alaska.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

be amended by changing the name of the Activity from the Installation Management Agency, Fort Greely, Alaska to the U.S. Army Installation Management Command, Fort Greely, Alaska, and changing the exclusive representative's name from American Federation of Government Employees, Local 1949, AFL-CIO to American Federation of Government Employees, AFL-CIO. The unit now reads:

Included: All nonprofessional employees of the U.S. Army Installation Management Command at Fort Greely, Alaska.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Dated: November 13, 2013 FEDERAL LABOR RELATIONS AUTHORITY

Jean M. Perata, Regional Director
San Francisco Region

Attachment: Certificate of Service



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF THE ARMY
FORT GREELY, ALASKA

-Activity

-and-

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1949, AFL-CIO

-Petitioner/Exclusive Representative

-and-

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO

-Labor Organization

CASE NO. SF-RP-09-0027

AMENDMENT OF RECOGNITION

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to amend a recognition issued to the American Federation of Government Employees, Local 1949, AFL-CIO, as the exclusive representative of certain nonprofessional employees of the U.S. Department of the Army, Fort Greely, Alaska, by changing the designation of the exclusive representative for this bargaining unit from American Federation of Government Employees, Local 1949, AFL-CIO, to American Federation of Government Employees, AFL-CIO.

On June 29, 2009, I issued a Decision and Order finding that the recognition may be amended, as requested. The parties waived their rights to seek review of the Decision and Order. Pursuant to the authority vested in me as Regional Director,

I ORDER that the recognition granted on September 22, 1967 to the American Federation of Government Employees, Local 1949, AFL-CIO [Amendment of Recognition, Case No. 71-2885 (5/7/74); Amendment of Recognition, Case No. SF-RP-02-0046 (09/24/03)] as the exclusive representative of a unit of employees described as follows:

Included: All nonprofessional employees of the U.S. Army Alaska, Fort Greely, Alaska.

Excluded: All professional employees; management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

is amended by changing the designation of the exclusive representative from American Federation of Government Employees, Local 1949, AFL-CIO to American Federation of Government Employees, AFL-CIO.

Dated: June 29, 2009

Attachment: Certificate of Service

Gerald M. Cole
Gerald M. Cole, Regional Director
San Francisco Region



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF THE ARMY
UNITED STATES ARMY ALASKA (USARAK)
U.S. ARMY INSTALLATION MANAGEMENT COMMAND
U.S. ARMY LOGISTICS READINESS CENTER
U.S. ARMY CONTACTING COMMAND
FORT WAINWRIGHT, ALASKA
(Activities)

CASE NO.
SF-RP-19-0026

and

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1834, AFL-CIO
(Exclusive Representative)

CLARIFICATION OF CONSOLIDATED UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify a nonprofessional consolidated bargaining unit originally certified in Case No. SF-RP-04-0022 (6/9/2004).

On August 16, 2019, I issued a Decision and Order finding that the unit description should be updated. On December 12, 2019, the Authority upheld my decision in this regard in *U.S. Dep't of the Army, Fort Wainwright Law Center, Fort Wainwright, Ak.*, 71 FLRA 471, 475-6 (2019).

Therefore, pursuant to the authority vested in me as Regional Director,

I ORDER that the nonprofessional consolidated unit represented by the **AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1834, AFL-CIO** is now described as follows:

Included: All nonprofessional employees of the U.S. Army Alaska (USARAK) located at Fort Wainwright, Alaska.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All nonprofessional employees of the U.S. Army Installation Management Command, Fort Wainwright, Alaska.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

- Included: All nonprofessional employees of the U.S. Army Logistics Readiness Center, Fort Wainwright, Alaska.
- Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).
- Included: All nonprofessional employees of the U.S. Army Contacting Command, Fort Wainwright, Alaska.
- Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Dated: December 23, 2019
Attachment: Certificate of Service


John R. Pannozzo, Regional Director
San Francisco Region



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF THE ARMY
DENTAL ACTIVITY
FORT WAINWRIGHT, ALASKA
(Activity)

and

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO
(Exclusive Representative)

CASE NO.
SF-RP-19-0027

CLARIFICATION OF UNIT [corrected copy]

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify a nonprofessional bargaining unit originally certified in Case No. SF-RP-02-0036 (9/30/2002).

On August 16, 2019, I issued a Decision and Order finding that the unit description should be updated. On December 12, 2019, the Authority upheld my decision in this regard in *U.S. Dep't of the Army, Fort Wainwright Law Center, Fort Wainwright, Ak.*, 71 FLRA 471, 475-6 (2019).

Therefore, pursuant to the authority vested in me as Regional Director,

I ORDER that the nonprofessional unit represented by the AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO is now described as follows:

Included: All nonprofessional employees of the U.S. Army, Dental Activity, Fort Wainwright, Alaska.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6), and (7), and Dental Activity employees at Joint Base Elmendorf–Richardson, Alaska.

Dated: December 26, 2019

Attachment: Certificate of Service

John R. Pannozzo, Regional Director
San Francisco Region



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF THE ARMY
MEDICAL DEPARTMENT ACTIVITY (MEDDAC)
FORT WAINWRIGHT, ALASKA
(Activity)

and

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1834, AFL-CIO
(Exclusive Representative)

CASE NO.
SF-RP-19-0028

CLARIFICATION OF UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify a bargaining unit originally certified in Case No. 9-RO-90009 (11/29/1989).

On August 16, 2019, I issued a Decision and Order finding that the unit description should be updated. On December 12, 2019, the Authority upheld my decision in this regard in *U.S. Dep't of the Army, Fort Wainwright Law Center, Fort Wainwright, Ak.*, 71 FLRA 471, 475-6 (2019).

Therefore, pursuant to the authority vested in me as Regional Director,

I ORDER that the bargaining unit represented by the **AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1834, AFL-CIO** is now described as follows:

Included: All professional and nonprofessional employees of the Department of the Army, Medical Department Activity (MEDDAC), Fort Wainwright, Alaska.

Excluded: All management officials, supervisors, employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7); and summer hires.

Dated: December 23, 2019

Attachment: Certificate of Service

John R. Pannozzo, Regional Director
San Francisco Region



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF THE ARMY
59TH SIGNAL BATTALION
FORT WAINWRIGHT, ALASKA
(Activity)

and

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO
(Exclusive Representative)

CASE NO.
SF-RP-19-0029

CLARIFICATION OF UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify a nonprofessional bargaining unit originally certified in Case No. SF-RP-07-0015 (9/14/2007).

On August 16, 2019, I issued a Decision and Order finding that the unit description should be updated. On December 12, 2019, the Authority upheld my decision in this regard in *U.S. Dep't of the Army, Fort Wainwright Law Center, Fort Wainwright, Ak.*, 71 FLRA 471, 475-6 (2019).

Therefore, pursuant to the authority vested in me as Regional Director,

I ORDER that the nonprofessional unit represented by the **AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO** is now described as follows:

Included: All nonprofessional employees of the U.S. Army, 59th Signal Battalion, Fort Wainwright, Alaska.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Dated: December 23, 2019

Attachment: Certificate of Service

John R. Pannozzo, Regional Director
San Francisco Region



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF THE ARMY
UNITED STATES ARMY ALASKA (USARAK)
U.S. ARMY INSTALLATION MANAGEMENT COMMAND
U.S. ARMY LOGISTICS READINESS CENTER
JOINT BASE ELMENDORF-RICHARDSON, ALASKA
(Activities)

CASE NO.
SF-RP-19-0020

and

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1712, AFL-CIO
(Exclusive Representative)

CLARIFICATION OF CONSOLIDATED UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify a nonprofessional consolidated bargaining unit originally certified in Case No. SF-RP-04-0023 (6/9/2004).

On August 16, 2019, I issued a Decision and Order finding that the unit description should be updated. On December 12, 2019, the Authority upheld my decision in this regard in *U.S. Dep't of the Army, Fort Wainwright Law Center, Fort Wainwright, Ak.*, 71 FLRA 471, 475-6 (2019).

Therefore, pursuant to the authority vested in me as Regional Director,

I ORDER that the nonprofessional consolidated unit represented by the **AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1712, AFL-CIO** is now described as follows:

Included: All nonprofessional employees of the U.S. Army Alaska (USARAK) located at Joint Base Elmendorf–Richardson, Alaska.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All nonprofessional employees of the U.S. Army Installation Management Command, Joint Base Elmendorf–Richardson, Alaska.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

- Included:** All nonprofessional employees of the U.S. Army Logistics Readiness Center, Joint Base Elmendorf– Richardson, Alaska.
- Excluded:** All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Dated: December 23, 2019

Attachment: Certificate of Service



John R. Pannozzo, Regional Director
San Francisco Region



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF THE ARMY
DENTAL ACTIVITY
JOINT BASE ELMENDORF-RICHARDSON, ALASKA
(Activity)

and

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO
(Exclusive Representative)

CASE NO.
SF-RP-19-0022

CLARIFICATION OF UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify a nonprofessional bargaining unit originally certified in Case No. SF-RP-07-0019 (9/14/2007).

On August 16, 2019, I issued a Decision and Order finding that the unit description should be updated. On December 12, 2019, the Authority upheld my decision in this regard in *U.S. Dep't of the Army, Fort Wainwright Law Center, Fort Wainwright, Ak.*, 71 FLRA 471, 475-6 (2019).

Therefore, pursuant to the authority vested in me as Regional Director,

I ORDER that the nonprofessional unit represented by the **AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO** is now described as follows:

Included: All nonprofessional employees of the U.S. Army, Dental Activity, Joint Base Elmendorf–Richardson, Alaska.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Dated: December 23, 2019

Attachment: Certificate of Service

John R. Pannozzo, Regional Director
San Francisco Region



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF THE ARMY
U.S. ARMY INSTALLATION MANAGEMENT COMMAND
JOINT BASE ELMENDORF-RICHARDSON, ALASKA
(Activity)

and

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO
(Exclusive Representative)

CASE NO.
SF-RP-19-0021

CLARIFICATION OF UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify a professional bargaining unit originally certified in Case No. SF-RP-07-0016 (9/14/2007).

On August 16, 2019, I issued a Decision and Order finding that the unit description should be updated. On December 12, 2019, the Authority upheld my decision in this regard in *U.S. Dep't of the Army, Fort Wainwright Law Center, Fort Wainwright, Ak.*, 71 FLRA 471, 475-6 (2019).

Therefore, pursuant to the authority vested in me as Regional Director,

I ORDER that the professional unit represented by the AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO is now described as follows:

Included: All professional employees of the U.S. Army Installation Management Command, Joint Base Elmendorf-Richardson, Alaska.

Excluded: All nonprofessional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Dated: December 23, 2019

Attachment: Certificate of Service

John R. Pannozzo, Regional Director
San Francisco Region



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF THE ARMY
MEDICAL DEPARTMENT ACTIVITY
JOINT BASE ELMENDORF-RICHARDSON, ALASKA
-Activity
-and-
UNITED STATES ARMY, CPAC
FORT WAINWRIGHT, ALASKA
-Activity/Petitioner
-and-
AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1712, AFL-CIO
-Labor Organization/Exclusive Representative

CASE NO.
SF-RP-12-0007

CERTIFICATION OF REPRESENTATIVE
(Corrected)

Under section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed, seeking a certification to confirm that the American Federation of Government Employees, Local 1712, AFL-CIO is the exclusive representative of a bargaining unit of employees of the Department of the Army, Medical Department Activity, Joint Base Elmendorf-Richardson, Alaska. On April 1, 2013, I issued a Decision and Order granting the petition. All parties waived their right to file an application for review.

Pursuant to the authority vested in me as Regional Director, I ORDER that the **American Federation of Government Employees, Local 1712, AFL-CIO** is the exclusive representative of the following bargaining unit of employees:

Included: All professional and nonprofessional employees of Medical Department Activity, Joint Base Elmendorf-Richardson, Alaska.

Excluded: Management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3),(4), (6) and (7).

Dated: April 1, 2013

FEDERAL LABOR RELATIONS AUTHORITY

Jean M. Perata, Regional Director
San Francisco Region

Attachment: Service Sheet



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF THE ARMY
59TH SIGNAL BATTALION
JOINT BASE ELMENDORF-RICHARDSON, ALASKA
(Activity)

and

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO
(Exclusive Representative)

CASE NO.
SF-RP-19-0018

CLARIFICATION OF UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify a nonprofessional bargaining unit originally certified in Case No. SF-RP-90020 (4/8/1999).

On August 16, 2019, I issued a Decision and Order finding that the unit description should be updated. On December 12, 2019, the Authority upheld my decision in this regard in *U.S. Dep't of the Army, Fort Wainwright Law Center, Fort Wainwright, Ak.*, 71 FLRA 471, 475-6 (2019).

Therefore, pursuant to the authority vested in me as Regional Director,

I ORDER that the nonprofessional unit represented by the **AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO** is now described as follows:

Included: All nonprofessional employees of the 59th Signal Battalion, Department of the Army, Joint Base Elmendorf–Richardson, Alaska.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Dated: December 23, 2019

Attachment: Certificate of Service

John R. Pannozzo, Regional Director
San Francisco Region

Certificate Of Service

e-Appeal has handled service of the assembled pleading to MSPB and all of the Parties.

Following is the list of the Parties in the case:

Name & Address	Documents	Method of Service
MSPB: Western Regional Office	Agency File	e-Appeal / e-Mail
Sherman S. Startz Appellant	Agency File	e-Appeal / e-Mail
Pacific Region Agency Representative	Agency File	e-Appeal / e-Mail