

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**USFK/EUSA**

**AND**

**NFFE, LOCAL 1363**

**OCTOBER 2002**

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	PREAMBLE	2
I	DEFINITIONS	4
II	RECOGNITION AND UNIT DESIGNATION	7
III	MANAGEMENT RIGHTS AND RESPONSIBILITIES	9
IV	EMPLOYEE RIGHTS AND RESPONSIBILITIES	10
V	UNION RIGHTS AND REPRESENTATIONAL RESPONSIBILITIES	13
VI	DUTY TO BARGAIN AND SCOPE	17
VII	REGULATION CHANGES	19
VIII	DISCIPLINARY AND ADVERSE ACTIONS	20
IX	ALTERNATIVE DISPUTE RESOLUTION	22
X	GRIEVANCE PROCEDURE	23
XI	ARBITRATION	28
XII	UNFAIR LABOR PRACTICE	31
XIII	EQUAL EMPLOYMENT OPPORTUNITY	32
XIV	ORIENTATION OF NEW EMPLOYEES	33
XV	POSITION DESCRIPTIONS	34
XVI	PRODUCTIVITY	36
XVII	PERFORMANCE MANAGEMENT	37
XVIII	TRAINING	39
XIX	HOURS OF WORK	40
XX	WORK SCHEDULES	42
XXI	TEMPORARY DUTY	45
XXII	OFFICIAL DETAILS	47
XXIII	EMPLOYEE ASSISTANCE PROGRAM	49
XXIV	SMOKING IN THE WORKPLACE	51
XXV	HEALTH AND SAFETY	52
XXVI	WORKERS' COMPENSATION	55
XXVII	INCENTIVE AWARDS	56
XXVIII	LEAVE	58
XXIX	PAY AND ALLOWANCES	62

XXX	DEMONSTRATION PROJECTS	63
XXXI	EXTENSION OF OVERSEAS EMPLOYMENT	64
XXXII	MOBILIZATION AND EMERGENCIES	65
XXXIII	OFFICIAL FACILITIES AND SERVICES	66
XXXIV	PUBLIC RELATIONS	69
XXXV	UNION DUES, VOLUNTARY ALLOTMENT OF	70
XXXVI	PREVIOUS AGREEMENTS	72
XXXVII	DURATION OF AGREEMENT	73
	LABOR-MANAGEMENT COOPERATION AGREEMENT	74
APPENDIX A	COMPRESSED WORK SCHEDULE PILOT OPERATING PROCEDURES	75
APPENDIX B	MEMORANDUM OF UNDERSTANDING BETWEEN USFK/EUSA AND NATIONAL FEDERATION OF FEDERAL EMPLOYEES	77
APPENDIX C	MEMORANDUM OF UNDERSTANDING BETWEEN USFK/EUSA AND NATIONAL FEDERATION OF FEDERAL EMPLOYEES	79

## PREAMBLE

Section 1. a. Pursuant to the policy set forth by Title 5 United States Code Chapter 71 regarding Federal Service Labor-Management Relations and EO 12391, the following Articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute the total agreement by and between United States Forces Korea/Eighth United States Army (USFK/EUSA), and the Joint US Military Affairs Group-Korea, (hereafter referred to collectively as the Employer) and the National Federation of Federal Employees, Local 1363 (hereafter referred to as the Union), for the employees in the Units described below (hereafter referred to as the employees).

b. This agreement is entered into pursuant to the Certificate of Representation on file with the Federal Labor Relations Authority (FLRA) for bargaining units identified in Article II

c. Collectively, hereafter the Employer and the Union are called the Parties.  
Section 2. WHEREAS, Congress holds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them –

a. Safeguards the public interest;

b. Contributes to the effective conduct of public business;

c. Facilitates and encourages the amicable settlements of disputes between employees and their Employers involving conditions of employment;

Section 3. WHEREAS, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government; and

Section 4. WHEREAS, Congress therefore holds that labor organizations and collective bargaining in the civil service are in the public interest.

Section 5. AND WHEREAS, the Parties agree that the public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of Government operations, and that this agreement should promote the ease and efficiency of Management's operation. Therefore, the Parties are committed to following both the letter and intent of the Articles

contained in this agreement. WHEREAS, in the administration of all matters covered by this agreement, the Parties are governed by:

- a. Existing or future laws;
- b. Published agency, primary national subdivision and government-wide policies and regulations in existence at the time the agreement was approved; and
- c. Subsequently published agency, primary national subdivision or government-wide policies and regulations, which are required by law.

Section 6. The Parties recognize both the well being of employees and effective and efficient mission accomplishment are benefited by providing employees an opportunity to participate in the development and implementation of personnel policies and practices affecting the conditions of their employment. The maintenance of a constructive and cooperative Union-management relationship at the appropriate levels will encourage this participation.

Section 7. THEREFORE, the Parties, intending to be bound hereby, agree as follows.

**ARTICLE I**  
**DEFINITIONS**

The following definitions of terms used in this agreement shall apply.

1. **ACTIVITY.** Employer.
2. **ACTIVITY HEAD.** The Commander-in-Chief, UNC/CFC/USFK.
3. **AGENCY.** Department of Defense.
4. **ALTERNATIVE DISPUTE RESOLUTION (ADR).** Methods by which disputes can be resolved at a level that usually do not include an administrative hearing or litigation.
5. **AMENDMENTS.** Modifications of the basic agreement to add, delete, or change portions, sections, or articles of the agreement.
6. **APPLICABLE LAWS.** Within the meaning of Title 5, United States Code, section 7106(a)(2), applicable laws include statutes, the Constitution, judicial decisions, certain Presidential executive orders, and regulations “having the force and effect of law”.
7. **BARGAINING IMPASSE.** The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.
8. **BARGAINING (NEGOTIATING).** A ubiquitous process--sometimes informal and spontaneous, sometimes formal and deliberate--of offer and counteroffer whereby Parties to the bargaining process try to reach agreement on the terms of exchange. Formal bargaining processes with associated rituals and bargaining routines vary, depending on their political, economic, and social context.
9. **BARGAINING UNIT/BARGAINING UNIT MEMBERS.** All employees who fall within the definitions defined in Article II, Section 2.
10. **CONDITIONS OF EMPLOYMENT.** Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices, and matters:
  - a. Relating to political activities prohibited under Subchapter III of Chapter 73 of Title 5 of the U. S. Code;
  - b. Relating to the classification of any position; or
  - c. To the extent such matters are specifically provided for by Federal statute.
11. **DECIDING OFFICIAL.** Depending upon the nature of the grievance, either –

a. The first person in the management chain with the authority to resolve the employee's grievance; or

b. The second-line supervisor of the employee.

12. **DETAILS.** A detail is a temporary assignment of an employee to a different position for a specified period, with the employee returning to her/his regular duties at the end of the detail. Technically, a position is not filled by a detail, as the employee continues to be the incumbent of the position from which detailed.

13. **EMPLOYEE.** An employee of the employer in a bargaining unit represented by Local 1363 National Federation of Federal Employees (NFFE).

14. **EMPLOYER.** USFK or any of its immediate subordinate units or tenant activities with employees.

15. **EIGHTH US ARMY.** Army Service Component Command (ASCC) of USFK in accordance with Title 10 U.S. Code.

16. **FINAL DECIDING OFFICIAL.** The supervisor of the Deciding Official, provided, however, that the Final Deciding Official must be assigned to the Activity.

17. **GOOD FAITH BARGAINING.** A statutory duty to approach negotiations with a sincere resolve to reach agreement.

18. **GOVERNMENTWIDE REGULATIONS.** Regulations issued by a government agency/entity bearing on conditions of employment that require compliance by all Federal agencies.

19. **I&I (IMPACT AND IMPLEMENTATION) BARGAINING.** Even where the decision to change conditions of employment of unit employees is protected by management's rights, there is a duty to notify the Union and, upon request, bargain on procedures that management will follow in implementing its protected decision as well as on appropriate arrangements for employees expected to be adversely affected by the decision. Such bargaining is commonly referred to as "impact and implementation," or "I&I" bargaining.

20. **INTEREST BASED BARGAINING.** Process used for resolving problems by mutually identifying issues, interests, options and standards by which those options are evaluated. Solutions are reached by consensus.

21. **MANDATORY TRAINING:** Mandatory training means the process of placing and enrolling the employee in a planned, prepared, and coordinated program which will improve individual and organization performance and assist in achieving the Employer's

mission and performance goals or mandated by law (e.g. supervisory training, EEO, etc.)

22. MANAGEMENT. A managerial and/or supervisory official representing the Employer.

23. NEGOTIABILITY DISPUTES. Disputes over whether a proposal is nonnegotiable because (a) it is inconsistent with laws, rules, and regulations establishing conditions of employment and/or (b) it interferes with the exercise of rights reserved to management. Negotiability disputes normally are processed under the FLRA's "no fault" negotiability procedures.

24. NOTIFICATION. Written notice provided by either Party in accordance with this agreement. Official notice shall be in writing and will be receipted for by the respective Party.

25. PAST PRACTICE. An unwritten rule or way of doing things, which is clear and consistent, long-standing, known to and accepted by both Parties.

26. REPRESENTATIONAL FUNCTIONS. Activities performed by Union representatives on behalf of the employees for whom the Union is the exclusive representative regarding their conditions of employment. It includes, among other things, negotiating and policing the terms of this agreement, being present at formal discussions and, upon employee request, *Weingarten* examinations.

27. STATUTE. The Federal Service Labor-Management Relations Statute (Title VII of the Civil Service Reform Act of 1978).

28. SUPPLEMENT. Additional articles, negotiated during the term of the basic agreement, to cover matters not adequately covered by the basic agreement.

29. UNION. National Federation of Federal Employees (NFFE), Local 1363.

30. UNION OFFICIAL AND/OR UNION REPRESENTATIVE. The duly elected or appointed officials of Local 1363 NFFE, including Stewards.

31. UNIT. Any bargaining Unit represented by Local 1363 NFFE, as specified in Article II of this agreement.

32. US-ROK SOFA or SOFA. The United States-Republic of Korea Status of Forces Agreement (SOFA) under Articles IV of the US-ROK Mutual Defense Treaty of 1 October 1953.

33. WEINGARTEN RIGHTS. If requested, rights which employees have to on-the-spot representation prior to any meeting with management or management agents involving actual or potential disciplinary action.

**ARTICLE II**  
**RECOGNITION AND UNIT DESIGNATION**

Section 1. Recognition. The Employer recognizes that the Union is the Exclusive Representative of all employees in the Units described in Section 2 below, Title 5, USC, per Chapter 71, Section 7114.

Section 2. Units.

a. Army Nonprofessional Employees.

(1) INCLUDED: Career and career-conditional nonprofessional employees of the Department of the Army in the Republic of Korea.

(2) EXCLUDED: Professional employees, supervisors, management officials, employees engaged in personnel work in other than a purely clerical capacity, confidential employees, employees of JUSMAG-K, the Nonappropriated Funds (NAF), the U.S. Army Audit Agency, the U.S. Army Logistics Assistance Office-Korea, the Criminal Investigation Division, and 501<sup>st</sup> Military Intelligence Group.

b. Army Professional Employees.

(1) INCLUDED: Career and career-conditional professional employees of the Department of the Army in the Republic of Korea.

(2) EXCLUDED: Non Professional employees, supervisors, management officials, employees engaged in personnel work in other than a purely clerical capacity, confidential employees, employees of Joint United States Military Affairs Group, Korea (JUSMG-K), the Nonappropriated Funds (NAF), the U.S. Army Audit Agency, the U.S. Army Logistics Assistance Office-Korea, the Criminal Investigation Division, and 501<sup>st</sup> Military Intelligence Group.

c. JUSMAG-K Nonprofessional employees.

(1) INCLUDED: Career and Career-conditional, nonprofessional employees of JUSMAG-K in the Republic of Korea.

(2) EXCLUDED: Professional employees, supervisors, management officials, employees engaged in personnel work in other than a purely clerical capacity, and confidential employees.

Section 3. BARGAINING UNIT STATUS (BUS). Management shall assign a code that indicates whether or not an employee is included in the NFFE bargaining unit in block 37 on the employee's SF-50, Notification of Personnel Action. Applicable USFK/EUSA codes are:

**6371** – Professional employees included in bargaining unit

**6387** – Nonprofessional employees included in bargaining unit.

**6388** – JUSMAG-K nonprofessional employees who are included in bargaining unit. (Subject to change)

**7777**– Although position is not statutorily excluded from coverage, the bargaining unit excludes the position on other grounds (e.g., employees are not organized).

**8888** – Employee occupies a position that is statutorily excluded from coverage in a bargaining unit (e.g., supervisors, managers, personnelists, etc.)

#### Section 4. ACCESS TO BARGAINING UNIT STATUS (BUS) INFORMATION.

Management will provide to the Union Secretary a quarterly report showing gains and, if feasible given the capabilities of the automated system, losses of all employees. Management shall routinely provide BUS code information by Area to the Union on a quarterly basis. The list will be provided at the beginning of each quarter and shall contain:

- a. Name, position title, series and grade;
- b. Organization; Duty Station
- c. Bargaining Unit Status Code; and
- d. Expected DEROS.

Section 5. MAINTENANCE OF BUS INFORMATION. Management shall be responsible for maintaining all information contained on the bargaining unit status listings. New employees shall be added and departing employees deleted from the list on an on-going basis. An employee's name not appearing on the list shall not be construed as an action by Management to unilaterally deny bargaining unit status.

Section 6. The Employer and the Union agree to inform each other if either party files a clarification of unit petition with the FLRA when there is an issue of bargaining unit status. If the Parties choose, they may join in filing the petition.

**ARTICLE III**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Section 1. The Employer retains the right –

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer;

b. In accordance with applicable laws: --

(1) to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the Employer's mission in situations of emergency.

Section 2. The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and Union.

Section 3. The right to bargain over the impact of any decision involving a retained right shall not bar the Employer's exercise of that right when prompt action is required by the Employer.

Section 4. It is understood that the Employer's decisions and actions in connection with filling supervisory and other non-unit positions is not a condition of employment within the meaning of 5 USC 7103(a)(12). It is also understood that the qualifications, level of expertise in exercising the responsibilities, and the treatment of the incumbents of such positions are not bargainable.

Section 5. The exercise of Management's rights does not abrogate the Union's right to negotiate: a) procedures that Management Officials of the Agency will observe in exercising any authority under this Article; b) appropriate arrangements for employees adversely affected by the exercise of any authority under section 7106 (b) or Chapter 71, Title 5 of the US Code by such Management Officials; nor does it affect grievance rights as established by Article X.

**ARTICLE IV**  
**EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 1. Employees in the bargaining unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from joining or assisting such activity. This agreement does not prevent any employee from choosing his/her own representative in an MSPB appeal action. Regardless of membership in the Union, employees in the bargaining unit are entitled to representation by the Union in matters covered by this agreement, if they request it.

Section 2. An employee has the right and is encouraged to bring matters of personal concern directly to the attention of the immediate supervisor or other appropriate officials of the Employer. An employee also has the right to exercise grievance or appellate rights established by law or this agreement. An employee has the right to choose his/her own representative in an appellate action at the employee's own expense.

Section 3. It is the obligation of the Employer and the Union to inform employees relative to their rights under this agreement. The Employer shall independently take such action consistent with laws or regulations, as they may require, in order to inform employees of their rights and obligations, as prescribed in the Civil Service Reform Act of 1978 and this Article.

Section 4. a. An employee has the right to make a request for Union representation, when an investigative examination occurs, and the employee reasonably fears disciplinary action. An activity or investigative arm has three options: 1) grant the request, 2) discontinue the interview, or 3) offer the employee the choice between continuing the interview without representation or having no interview. If an employee, after having been given the option of continuing an interview without representation or having no interview at all, elects to continue without representation, the employee's right to Union representation has been waived.

b. During the first quarter of the calendar year the activity will give all employees written notification of their Weingarten Rights. The Union will also annually advise all employees of their Weingarten Rights.

Section 5. If an employee has a disagreement concerning direct orders, policies, regulations, or a work assignment, he/she will carry out such disputed work assignments before resorting to the negotiated grievance procedure.

Section 6. An employee has the right to contact his/her Union representative. When an employee wishes to see his/her Union representative during duty hours, that employee shall notify his/her immediate supervisor. If mission requirements prevent permission to depart the work site at that time, the employee will be informed when such permission

shall be granted. Meetings between employees and Union representatives shall be in accordance with Article V, Section 6(f).

Section 7. Employees will not be discriminated against by neither the Employer nor the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap, or lawful political affiliation.

Section 8. Employees shall not engage in any activity, as members, officers, or representatives of the Union, which are in conflict with their official responsibilities as Federal employees.

Section 9. Employees will not engage in, or involve co-workers in, private business or profit-making endeavors while on official duty time.

Section 10. While on duty, employees will comply with work rules and conduct themselves in a courteous manner.

Section 11. Each employee shall have the right to donate and/or participate in Employer sponsored charities and similar types of activities, or to refrain from any such activity, freely and without fear of penalty or reprisal.

Section 12. An employee is accountable for the performance of official duties and compliance with standards of conduct for DA employees as provided for by law and regulation. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority.

Section 13: Voluntary Reassignments. An employee has the right to request voluntary reassignment through his/her supervisory chain to the servicing CPAC. Management agrees to be considerate of each employee's personal/family circumstances and give serious consideration to the views and recommendations of the employee in regard to policies, practices, and procedures relating to voluntary reassignment requests.

a. Request for a voluntary reassignment shall not be construed as an employee's inability to perform his/her assigned duties, indicate there are disciplinary problems present, or have a negative impact on individual career advancement.

b. An employee will be considered for voluntary reassignment to a vacancy in accordance with applicable rules, regulations, and command policies. In the event a problem arises with respect to the assignment of work affecting an employee, the employee may bring such matters to the attention of appropriate management officials. Management will make an effort to place an employee in an existing vacant position at the same grade for which the employee is qualified in order to resolve workplace conflicts. In case of serious conflicts, immediate details out of the organization may be used.

c. Resolving employee dissatisfaction with work assignments is in the best interests of the workforce and management supervisors. In considering the best reassignment options for the employee, management shall endeavor to sponsor and support informal discussions between the appropriate supervisors, employee, and Union representatives, upon request. Throughout this voluntary reassignment process, positive formal counseling will be conducted between the employee and the employee's chain of command, so that the employee's concerns and mission requirements are properly documented and justified.

Section 14. Employees shall not be given warnings or statements of disapproval, counseled on conduct or unacceptable performance, or given verbal warnings except in a private setting that protects mutual confidentiality. In special job related situations involving safety and/or well being of employees, immediate public admonishment is appropriate, e.g., co-worker harassment or safety violations.

Section 15. An employee has the right to review the contents of any record/file the Employer, subordinate units and/or agents maintain on them to include their Official Personnel Folder, unless they are exempt from review or release in accordance with applicable statutes and regulations; examples of such exempted records and files include classified documents or on-going criminal investigative files. When requested, an employee will be provided a copy of any record/file maintained on them. An employee can request those records and files maintained on them be amended or expunged in accordance with applicable regulations. Employer, subordinate units and/or agents may keep records and files on employees in accordance with applicable statutes and regulations, e.g., the Privacy Act of 1974 (5 USC 552a), as amended, and its implementing regulations.

SECTION 16. Both Parties agree that employees are encouraged to bring matters of personal concern to the attention of a Management Employee Relations (MER) official at the Civilian Personnel Advisory Center (CPAC) concerning issues related to their conditions of employment and/or the articles within the collective bargaining agreement.

**ARTICLE V**  
**UNION RIGHTS AND REPRESENTATION RESPONSIBILITIES**

Section 1. The Union is the exclusive representative of the employees and is entitled to act for, and negotiate collective bargaining agreements covering all employees. The Union is responsible for representing the interests of all employees it represents, without discrimination and without regard to labor organization membership.

Section 2. The Employer will recognize the duly elected local officers and officials/representatives designated by the Union, including stewards. The Union will supply the Employer in writing, and will maintain on a current basis, a list of the Union officers and officials, including the stewards' areas of representation. The Union may post the list of Local 1363 officers, officials, and/or stewards on official bulletin boards as provided for in Article XXII Section 6.

Section 3. The Union will be officially notified and provided an opportunity to be represented at all formal discussions between the Employer and employees in the Unit as provided by law.

a. The Union shall be given an opportunity to be represented at formal discussions between the Employer and employees concerning grievances, personnel policies and practices, or other matters affecting working conditions of employees in the Unit. The appropriate Employer representative will, if possible, notify the counterpart Union representative at least six working hours before such formal discussion is held. The Employer agrees to provide official time to Union representatives for such representational activities with those restrictions outlined in sections 5 and 7 of this Article. If a Union representative is not available immediately, the Employer will reschedule the meeting at a mutually agreeable time normally not to exceed 7 calendar days from date of request.

b. The Union's right to be present does not extend to—

(1) informal discussions between an employee and a supervisor;

(2) discussions between the Employer and employees regarding matters included in Article III, Management Rights; and

(3) appraisals/ratings, personal matters, or counseling by supervisor concerning employees' work, conduct, etc., unless provided for in this agreement.

Section 4. Where possible, the Union will designate stewards in the various organizations and/or geographic areas (camp, post, etc) having employees in the Unit.

## Section 5. Official Time

- a. Official time will be granted in the following manner. Management shall afford designated Union officials a reasonable amount of official time to consult with appropriate management officials and/or aggrieved employees. To that end, except for the Union President, reasonable time is presumed not to exceed 15% of duty time during any week as requested and approved. The President of the Union shall be afforded a reasonable amount of official time, not to exceed 50% of their annual duty time. In either situation the Union official shall secure permission from their immediate supervisors and request necessary time from assigned duties using form USFK-256E. Union representatives shall guard against the use of excessive time in handling such responsibilities.
- b. If the Union believes more official time is needed, then they may submit a request, along with the supporting justification, to the ACofS, G-1, Civilian Personnel Division for consideration on behalf of the Employer. The Employer will consider the merits of each request on a case-by-case basis. The Union should make every effort to use the official time within the limitations specified in 5 (a).

## Section 6 – Official Time Management

- a. All Union officials will make every effort to schedule use of time and give advance written notice to their supervisor in accordance with 6(b) below.
- b. The Union representative will request use of official from their immediate supervisor using form USFK-256E, Request for Official Time. Normally a representative will be released unless work conditions require his/her presence on the job. When release cannot be accomplished immediately, the representative will be released as soon as possible and the supervisor will notify the representative approximately when that time will occur.
- c. The Employer will furnish form USFK-256E to be used by all Union officers to request official time pursuant to this article. The Union official shall prepare the form completely pursuant to this Article and submit the form to the appropriate supervisor in duplicate. The supervisor will endorse the form indicating approval or denial, retain one copy and return one copy to the requester. The representative will inform his/her supervisor upon return to his/her official duties. If the supervisor is absent, the representative will leave a note documenting the time of return. The supervisor will then note on his/her copy of the original request to reflect the total time (hours/date) used and insure that such time is appropriately recorded on the Union representative's time and attendance report. The supervisor will also, at that time, forward a copy of the request to the appropriate Civilian Personnel Advisory Center (CPAC).
- d. The activity will be responsible for the control and accounting of chargeable official time. When chargeable official time is used, a monthly recap of time utilization will be provided to the Union president by the activity not later than the 15th of the

month.

e. Requests for official time will be acted upon in a timely manner by the supervisor. Adjudication of the request in a timely manner will mean 24 hours or less on consecutive weekdays, excluding weekends or holidays from the time that a properly completed request is submitted to an appropriate management official. Supervisors will take into consideration the time constraints the Union official may be operating under. Should an occasion occur that a request must be denied, in whole or in part, the supervisor will cite the reason for the denial on the official time request form.

f. In most situations, official time shall be used at either an official Union office or within a USFK facility to conduct representational activities. However in those rare instances where the employee has expressed concerns for confidentiality, official time may be used at other locations.

Section 7. Official time will not be used for internal Union business. The Union should be granted time not inconsistent with the statute. 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.

Section 8. There shall be no restraint, coercion, or discrimination against any Union official or representative because of performance of duties in consonance with this agreement and the Statute or against any employee for filing a complaint or acting as a witness under this agreement, the Statute, or applicable regulations.

Section 9. The Union agrees that all officers and all Stewards may receive and investigate, but will not solicit, complaints or grievances from employees. The employee presenting the grievance or appeal must make arrangements for a representative.

Section 10. The Employer agrees that officers or duly designated representatives of the Union or their national offices, which are not employees of the Activity, may be admitted to an installation upon request to the Employer by the Union. The Union shall first inform ACofS, G1, CPD that such a visit is desired and the reason therefore not later than three weeks before the scheduled visit, if possible. The ACofS, G1, CPD will normally arrange with proper authorities for a letter of authorization to visit the installation. The letter of authorization must be carried at all times by visiting Union officials. Such visits will be governed by appropriate service and USFK/EUSA security regulations. Additionally, Union officials who are not employees of the Activity are subject to the limitations set out in this agreement concerning appropriate representational activities.

Section 11. Any Union representative identified in Section 11 above shall not enter a designated security area, unless he/she has an appropriate security clearance, and

then only by making necessary arrangements with the proper official(s) in accordance with appropriate regulations.

Section 12. The Union has the right to be present at any examination of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination could result in disciplinary action against the employee and the employee requests such representation. The right to representation does not extend to informal, routine work site discussions, counseling sessions, or performance evaluations between employees and their supervisors. If a Union representative is requested and present at the investigatory meeting, the representative is not entitled --

- a. To answer on behalf of the employee.
- b. To bargain with the representative of the Employer regarding the results of the investigation; or
- c. To interfere with the investigation.

However, this does not preclude the employee from consulting with the Union representative present during the investigation.

Section 13. A labor organization that has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

**ARTICLE VI**  
**DUTY TO BARGAIN AND SCOPE**

Section 1. Negotiations may take place, at the election of DoD, on the numbers, types and grades of employees or positions assigned to any organizational subdivision work project or tour of duty or on the technology, methods, and means of performing work. The Parties have a duty to bargain in good faith on the conditions of employment affecting employees.

Section 2. The duty to bargain in good faith shall, to the extent not inconsistent with Federal law or any government-wide rule or regulation, extend to matters which are the subject of any agency or primary national subdivision rule or regulation only if the FLRA has determined under 5 USC 7117(b) that no compelling need (as determined under regulations prescribed by the FLRA) exists for the rule or regulation.

Section 3. The Parties agree that they have the mutual obligation to conduct labor-management relations in a manner that is fair and equitable. A primary goal of the Parties is the creation and maintenance of a constructive and positive relationship. Individuals have the right to be treated with common courtesy and consideration normal in an Employer-employee relationship.

Section 4a. Communication and meetings between Parties shall occur with the purpose of resolving or preventing any problems that may arise and may be at the request of either party. The Employer and Union shall discuss issues and conduct coordination to seek an amicable settlement of the dispute(s) at the appropriate level. These meetings shall be conducted in an atmosphere fostering mutual trust and respect.

b. For issues with theater-wide implications, the Employer's POC shall be the ACoS, G-1, CPD. For issues with local implications, the Employer's POC shall be the labor advisor at the appropriate Area CPAC. Either Party may provide specific item(s) for discussion in advance of the meeting to the appropriate POC(s).

c. Notification. The Employer shall notify the Union prior to the implementation of any new or modified policy and/or instructions that pertain to matters concerning personnel policies, practices or working conditions. The Union shall have 14 days from date of notification to respond to the Employer and inform of its intent to request bargaining. The response time for the Union may be extended by mutual consent. Bargaining shall be completed prior to implementation of any new or modified policy or instructions, unless the Employer shows that an emergency exists and that delay in implementation will result in serious degradation of operations or services required for it to carry out the basic mission.

Section 5. a. The Employer will not unilaterally effect any changes, which have substantial impact on past practices concerning negotiable issues not enumerated in this agreement.

b. Any past practice which is found to be prohibited by laws, regulations, or policies of appropriate authorities, including agencies, primary national subdivisions, and the Activity, in existence on the effective date of this agreement, will be immediately cancelled.

c. Any past practice subsequently prohibited by laws, regulations, or policies of appropriate higher headquarters (that is, those enumerated in b above except the Activity), will be immediately cancelled.

d. Isolated cases where the employees are not treated in accordance with regulations or policies affecting bargaining unit members will not constitute past practice or precedent.

**ARTICLE VII**  
**REGULATION CHANGES**

New or proposed changes to Activity regulations that are determined to significantly impact on conditions of work or employment will be submitted to the Union for review and the opportunity to negotiate in accordance with the Statute.

**ARTICLE VIII**  
**DISCIPLINE AND ADVERSE ACTIONS**

Section 1. Discipline is defined for the purposes of this Article as any action taken against an employee that results in a letter of reprimand, suspension without pay, reduction in pay or grade, or removal from the Federal Service. Disciplinary actions against employees must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.

Section 2. Disciplinary or adverse actions shall be initiated in accordance with applicable laws and respective service regulations. Any written notice of a proposed adverse action shall inform the employee of the following matters required by law and regulations:

- a. The specific reasons for the proposed action,
- b. His/her status during the notice period,
- c. The right to reply orally and in writing to a deciding official and to furnish affidavits and other documentary evidence in support of the answer,
- d. The right to representation by the Union, and
- e. A written decision on the proposed action will be issued by the deciding official.

Section 3. Before issuing a letter of reprimand or a notice of proposed disciplinary action, the Employer or his/her designee, will undertake preliminary inquiry to obtain pertinent facts relating to the pending disciplinary situation. The inquiry will include a discussion with the affected employee, except for unusual circumstances that render such discussion impracticable. The employee is entitled to Union representation at all discussions and upon request must be given an opportunity to secure a representative. If involved in a discussion with the Employer or an agent of the Employer, the employee may terminate the discussion and be allowed adequate time to secure a representative. Once the Employer has been notified that the Union is representing the employee in reference to a specific matter, the Employer will notify the Union representative of any meetings with the employee relevant to that matter. A sealed copy of any correspondence to the employee will be sent to the Union representative through the Military Postal Service. Employees will have a reasonable amount of time, normally not to exceed 15 workdays, in which to respond either orally or in writing to the proposed disciplinary action. It is agreed that the time limits described above may be extended by mutual agreement.

Section 4. An employee may be represented by an attorney or other representative other than the National Federation of Federal Employees, of the employee's own

choosing, in any appeal action not under the negotiated grievance procedure. The employee may exercise grievance or appellate rights, which are established by law, rule, or regulation.

Section 5. The employee and his or her representative shall be provided a copy of the material relied upon to support the reasons in the notice, provided the representative presents proof of representation designation and, as required, the appropriate security clearance. If the representative does not have the degree of clearance required, the employee (and/or Union) must either choose another representative or waive review of the classified material/matters by the representative.

**ARTICLE IX**  
**ALTERNATIVE DISPUTE RESOLUTION**

The Parties agree to use Alternative Dispute Resolution methods wherever possible. Alternative Discipline agreements may contain nontraditional penalties such as community service, donation of annual leave to the leave transfer program, use of leave without pay instead of suspensions or combinations of these or other agreed to alternatives. The option to enter into an alternative discipline agreement is voluntary on the part of the employee. When offered an Alternative Discipline agreement, the employee will be informed in writing that he or she may discuss the Alternative Discipline agreement with a Union representative before signing.

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

Section 1. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This Article provides the exclusive procedure available to the Parties and employees for resolving such grievances and for resolving questions or grievability and arbitrability where personal relief may be inappropriate. Except as otherwise noted in this Article, a “grievance” means any written complaint by any employee concerning a working condition of the employee; by the Union concerning any working condition of any employee; by any employee, the Union, or the Employer concerning –

- a. Any matter involving the application or violation of this agreement,
- b. Any matter pertaining to the interpretation and application of local policies and regulations not specifically covered by this agreement, or
- c. Any matter involving local working conditions or practices.

Section 2. a. The Parties agree that every reasonable effort will be made to resolve all grievances at the lowest possible level. With this principle in mind, the Union, the employees, and the Employer will cooperate fully in the investigation and processing stages of all grievances.

- b. Nothing in this section shall be construed to preclude an employee from discussing personal concerns with his supervisor prior to filing a grievance. However, such informal discussions will not serve to alter or extend specified time limits should the employee decide to file a grievance under this Article
- c. Disputes as to whether a matter is grievable or arbitrable under the provisions of this agreement, if not resolved by the Parties, may be referred to arbitration as provided for in the appropriate Article of this agreement.

Section 3. The grievance procedure shall not apply to any grievance concerning

- a. Any claimed violation relating to Subchapter III of Chapter 73 of the Statute (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal for national security reasons;
- d. Any examination, certification, or appointment;

e. The classification of any position;

f. An action taken in accordance with the terms of a formal agreement voluntarily entered into by an employee which: (1) assigns the employee from one geographical location to another, (2) returns an employee from an overseas assignment, or (3) any other matter relating to Article XXXI of this agreement.

g. Any action involving application of reduction in force procedures of the Department of the Army;

h. Career program actions under a Department of Defense, Department of the Army;

i. Non-selection for reassignment or promotion from a list of properly rated and ranked candidates;

j. Nomination for awards for employees;

k. Separation of employees serving a probationary or trial period;

l. Work assignments;

m. Assignment of tour of duty;

n. Non-adoption of a suggestion, the size of a suggestion award, disapproval of a quality salary increase, performance award or other kind of honorary or discretionary award;

o. EEO complaints;

p. An action taken in accordance with the entitlements to living quarter allowances (LQA).

q. Any matter where no personal relief is available.

Section 4. An employee or a group of employees may file a grievance, by the Union or by Management. Only the Union or a representative designated by the Union may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it resolved without representation by the Union provided that the Union has an opportunity to be present at all formal discussions in the grievance process. Any resolution must be consistent with the terms of this agreement.

Section 5. The following procedure shall apply in processing grievances covered by this Article. In those cases where the grievant cannot use all steps of the three-step process, steps may be eliminated in order that the management official with authority to

resolve the employee's grievance or the Final Deciding official at Step 3 is within the Activity.

Step 1. In order that a grievance may be processed under this procedure, it must be presented within 15 workdays after the alleged violation has occurred. The employee shall first present his grievance in writing and discuss the matter with the immediate supervisor. The employee's allegation will specifically state the nature of the grievance, what provision of this agreement (if applicable) has been violated, and the corrective action desired. The supervisor will render a decision to the employee within 15 workdays of the discussion. It is expected that most grievances will be settled at this Step. Such grievance will not be presented or considered at a later date. If satisfactory settlement is not reached, the employee may, within 15 workdays following notification of the supervisor's decision, submit his written grievance to the next level of supervision/management.

Step 2. The Deciding Official at that level will, within 15 workdays, meet with the employee's supervisor and the aggrieved employee to discuss the matter. The Deciding Official will render a written record, containing the consideration accorded the grievant(s), the conclusions reached, and his decision, to the Parties concerned within 15 work days after the discussion is completed. If the matter is not satisfactorily settled at this level, the employee may, within 15 workdays of the receipt of the decision, submit the grievance to Step 3 with the written material of both Steps 1 and 2 attached. New issues not presented at Steps 1 and 2 will not be considered at Step 3.

Step 3. The grievance will be submitted by the employee or his Union representative to the servicing Civilian Personnel Advisory Center (CPAC) for transmittal to the appropriate Final Deciding Official at this Step. The grievance must be in writing, stating the specific action being grieved, the nature of the grievance, the provision of this agreement (if applicable) in question, a summary of the actions taken at Steps 1 and 2, and the corrective action being sought. The Final Deciding Official shall render a decision in writing within 15 workdays. In the event the decision at this Step is unacceptable, the grievance may be submitted to arbitration by the Union.

Section 6. In order that the grievance is considered timely and processed under the procedure above, it must be filed at each Step within stated time limits. Failure of the grievant to observe time limits shall constitute withdrawal of the grievance. Failure of the Employer to answer grievances within the time limits shall permit the grievant to refer the case to the next Step of the procedure. Should an employee be prevented from filing a grievance by circumstances beyond his or her control within the time limits prescribed under the terms of these procedures, the employee's time to file a grievance will be extended as necessary.

Section 7. a. If two or more employees requesting representation by the Union have substantially identical grievances and wish to pursue them under this Article, the Union may select one employee's grievance for processing or the Union may join the grievances for processing as a Union grievance in accordance with the procedures of

Section 9 below, and the outcome of the grievance will be binding on the other grievant(s) concerned. When the provisions of this Section are to be invoked, the Union will so notify the Employer in writing, concurrent with the initiation of the grievance. Such written notification will include the names of all grievants.

b. An employee may withdraw from a grievance filed under this Section in writing at any time. However, the employee may not then initiate the same or substantially similar grievance in his own name.

Section 8. Grievances between the Parties shall be processed in the following manner:

a. Any grievance of the Union shall be submitted in writing to the Employer through ACofS, CPD.

b. Any grievance of the Employer shall be submitted in writing to the Union President or designated representative.

c. Within 15 workdays after receipt of the grievance by either Party, the Union President or designated representative and the Employer's designated representative will meet to resolve the grievance. If the grievance is resolved at such meeting, the Parties will execute a memorandum of agreement setting forth the resolution. If the grievance is not resolved, the Party to whom the grievance was submitted shall forward its decision to the grieving Party within 15 workdays after the meeting.

d. If such decision is unacceptable, the grieving Party may, within 15 workdays after receipt of the decision, submit the grievance to arbitration.

Section 9. An employee grieving a reduction in grade or removal because of unacceptable performance or an adverse action appealable under statute may raise the matter under the statutory procedure or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely initiates an action in writing or timely files a grievance in writing in accordance with this Article. Grievances based on reductions in grade or removal because of unacceptable performance or on adverse actions will be submitted to Step 3 of the negotiated grievance procedure.

Section 10. It is agreed that the time limits described above may be extended by mutual agreement.

Section 11. The following procedures are established for the cancellation of grievances. A grievance will be canceled –

a. At the employee's written request addressed to the Deciding Official (the Union will be advised of the employee's request.); or

b. Upon termination of the employee's employment with the Activity, movement to another organization, or rotation from overseas, unless the personal relief sought by the employee may be granted after such action.

Section 12. A reasonable amount of official duty time, normally not to exceed two hours, will be allowed for employees to discuss and prepare for grievances - excluding meetings with Employer officials. Employees will be allowed one hour after each subsequent Step where the employee is required to make a decision.

## **ARTICLE XI**

### **ARBITRATION**

Matters of grievability and arbitrability which are not resolved through Article X, Grievance Procedure, may be submitted by either Party to arbitration in accordance with the provisions of this Article and can use the Traditional procedures (Section 1-3) or an optional abbreviated procedures (Section 4) such as listed in Paragraph 4 of this article.

Section 1. Traditional Procedures. a. Employee. If the final decision for the employee at Step 3 of the grievance procedure outlined in Article X is unsatisfactory, then the Union may refer the grievance to binding arbitration. In this event, the Union shall notify the Employer in writing within 15 working days after receipt of the Employer's decision at Step 3, the binding arbitration of the grievance is desired.

b. Disputes between the Employer and the Union. Disputes between the Employer and the Union, including matters of grievability and arbitrability which are not resolved through Article X, Grievance Procedure, may be submitted by either Party to arbitration in accordance with the provisions of this Article.

Section 2. Within 15 workdays from the date either Party receives written notification from the other Party, representatives of the Parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator available in Korea. If one is not available in Korea, or if agreement cannot be reached, then either Party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The Parties shall meet within 15 workdays following receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike off one name from the list of five and shall then repeat this procedure. The person whose name remains on the list shall be the duly selected arbitrator. The Party requesting arbitration shall make the initial strike-off.

Section 3. The arbitrator's award shall be binding on the Parties except that the Union or the Employer may file an exception to the award with the FLRA under regulations prescribed by the Authority. If upon review the Authority finds that the award is deficient because it is contrary to any law, rule, or regulation, or on other grounds similar to those applied by Federal courts in private sector labor-management relations, the Authority may take such action and make such recommendations concerning the award as it considers necessary, consistent with applicable laws, rules, or regulations. If no exception to the arbitrator's award is filed during the 30-day period beginning on the date the award is served on the Party, the award shall be final and binding and will be implemented. The awarding of attorney fees, if any, by the arbitrator is governed by 5 USC 5596(b).

Section 4. Abbreviated Procedures (Optional). The Parties, in certain mutually agreed to cases, may apply other methods of arbitration that are generally known and designed

to reduce time, costs and burden inherent in traditional arbitration. Once the arbitrator has been selected, either Party that unilaterally delays or cancels the arbitration proceedings, which results in fees being charged by the arbitrator, shall pay all such fees. When both Parties mutually agree to delay or cancel an arbitration proceeding, both Parties will equally share the cost of any fees being charged. Section 5 of this Article shall apply for any abbreviated method of arbitration. Paragraphs a through e below are noted as an example of an abbreviated method of arbitration.

### **Example of Abbreviated Arbitration**

a. Pre-hearing conference. The Parties may arrange for a pre-hearing conference with or without the arbitrator, to consider means of expediting the hearing, e.g. by reducing the issue(s) to writing, stipulating facts, outlining offers of proof, authenticating proposed exhibits, exchanging lists of proposed witnesses, etc.

b. Conduct of hearing.

(1) Either Party may use up to five witnesses unless it is mutually agreed to use more. The Parties have the right to cross-examine witnesses.

(2) There will be no formal rules of evidence, no transcripts taken, and no prior or post hearing briefs allowed.

(3) Unless agreed otherwise, the hearing is limited to one hearing day.

(4) Issues not raised by the Parties during the grievance procedure, may not be raised by either Party or the arbitrator.

c. The method to be used in arbitrating the grievance or dispute is under the arbitrator's jurisdiction and control, subject to such rules and procedures as the Parties may jointly prescribe. Both Parties must agree on any additional procedures and submit them in writing to the arbitrator with the grievance file.

d. The arbitrator is to make his or her own award based upon the record established. This duty may not be delegated in whole or in part to another without the knowledge and prior consent of both Parties. The award of the arbitrator must be supported by evidence and cannot be based solely upon default of one of the Parties who, after due notice, fails to be present at the arbitral proceedings or obtain a postponement.

e. Arbitrator's awards. Arbitrators under this procedure will issue their awards either:

(1) From the bench at the close of the hearing, and confirmed in writing within 15 work days from the close of the hearing; or

(2) In writing, within 15 work days after the close of the hearing.

Section 5. The Parties will equally share payment of the arbitrator's fees and actual costs of lodging, meals and incidental expenses up to the per diem while in Korea. The Employer will pay all arbitrator's fees and actual costs and will be reimbursed by the Union for their equal share of the expenses. The Employer will pay travel expenses to and from Korea up to the JTR limit, in accordance with joint travel regulations and subject to availability of funds, e.g. fiscal appropriations.

Section 6. a. Where this agreement cites policies or regulations of higher authority or quotes portions of those policies or regulations, they will not be subject to interpretation except by the proponent of such matters.

b. Violations of the procedural provisions of this agreement shall not require reversal by an arbitrator unless the aggrieved Party shows that the violation could have had an effect on the outcome of the proceeding or decision.

**ARTICLE XII**  
**UNFAIR LABOR PRACTICE**

The Parties understand and agree that the filing of Unfair Labor Practice (ULP) charges or the threatening to file ULP charges are not in the best interest of and conducive to harmonious labor-management relations. However, the Parties recognize that misunderstandings occur which can be resolved locally through frank and open discussions of the problem. The Parties, therefore, agree that prior to the actual filing of a ULP charge with the FLRA, the procedure described below will be followed. Except as otherwise provided in this agreement, this procedure shall be used for the consideration of all allegations based upon violation of 5 USC 7116 (other than subsection 7116(b)(7)).

Step 1. The charging Party will notify the other Party in writing of the alleged unfair labor practice. This will include a clear and concise statement of facts concerning the incident.

Step 2. The Employer and the Union will meet within 15 workdays after receipt of the charge in an effort to resolve the issue. If the issue(s) cannot be resolved at the meeting(s), the ULP charge may be filed.

**ARTICLE XIII**  
**EQUAL EMPLOYMENT OPPORTUNITY**

Management and the Union will cooperate in providing equal opportunity for employment, training, and promotion of all personnel and will not discriminate because of age, race, sex, religion, color, national origin, handicap, or other non-merit factors. The Parties agree to cooperate in providing equal opportunity for all personnel in the implementation of USFK and Union programs.

**ARTICLE XIV**  
**ORIENTATION OF NEW EMPLOYEES**

Section 1. The Employer shall inform all new employees that the Union is the exclusive representative of the employees in the units. Each new employee shall receive a copy of this agreement from the Employer.

Section 2. Representatives of the Union will be granted a period of time to speak at orientation sessions when they are held for employees. Such time will normally not exceed one hour, although additional amounts may be negotiated. The Union will receive a reasonable notice of at least seven (7) days prior to the session(s). Union representatives may, if desired, remain in attendance during all of the orientation sessions while conditions of employment, working condition, or personnel policies, practices and procedures are discussed. The Union will provide a Union orientation package (Union Welcome Letter, SF 1187, and a list of the officers and representatives of the Union, etc.) to Area CPACs to be given to all new employees during in-processing.

## **ARTICLE XV**

### **POSITION DESCRIPTIONS**

Section 1. Each employee will have a position description that is accurate as to the title series and grade that clearly states major duties as reflected in performance elements. A position description is deemed to be accurate when the principle duties, knowledge, requirements, and supervisory relationships are described. The position description will be reviewed annually by the employee and work supervisor in conjunction with the annual performance review, and revised as required. Position descriptions must conform to law and regulations.

Section 2. Position Description Review Procedure - employees who feel that they are performing duties outside the scope of their position description or that it is otherwise inaccurate, may make a written request to their immediate supervisor that the position be reviewed. The employee will make a summary of the inaccuracies and or additional duties not described. The Employer will then review the position description and present its findings to the employee within 45 days of the employee's request for review. The reviewer will consider the employee's written and oral comments in conducting such reviews. The employee may have Union representation during any discussions related to the review. If the employee is not satisfied with the results of the review, he or she may grieve in accordance with Article X. Time limits outlined in this section may be extended for reasonable cause.

Section 3. Position Classification Review Procedure - when the accuracy of a position description has been established and the employee believes it has not been properly classified, the employee may request in writing a position classification review from management outlining a reason for the request and/or rights and process for appeal from Management. If the employee requests a position classification review from Management, Management's intent is to make the review within sixty (60) days of the employee's request for review. The Manager, in exercising his/her classification responsibility, will consider the employee's written and oral comments. The employee may have Union representation during any discussions related to the review. The findings will be reported in writing to the employee no later than ninety (90) days from the date of the employee's request for review. The employee may use the Office of Secretary of Defense or the Office of Personnel Management classification appeal procedures. Time limits outlined in this section may be extended for reasonable cause.

Section 4. Position Classification Appeal Procedure - A General Schedule or Federal Wage System employee may appeal the current classification of his or her position at anytime. However, an appeal may only be filed by an employee on his or her officially assigned permanent position. A GS employee may appeal to Department of Defense CPMS or directly to the office of Personnel Management. A federal wage system employee must file a position classification appeal to DoD. If the employee is dissatisfied with the DoD decision, the employee may appeal to OPM. A wage system

employee may file directly to OPM when the employee believes the position should be under the general schedule.

**ARTICLE XVI**  
**PRODUCTIVITY**

Section 1. The Parties recognize that productivity growth is a key to the maintenance of a good competitive position and stability of the work force.

Section 2. It is agreed that more efficient use of labor and resources will result in increased productivity. To this end, the Parties agree to make every effort to reduce waste, conserve materials, safeguard employees' health, prevent accidents, discourage unplanned absences, and encourage on-the-job improvement and suggestions for greater efficiency through practical and mutually beneficial means.

Section 3. To help eliminate lost productive time, the Union will actively encourage employees to reduce tardiness and to use sick and annual leave in a responsible manner by avoiding unnecessary unplanned absences that may result in rescheduling of work, shuffling of personnel, increased costs, and/or delays in job accomplishment.

**ARTICLE XVII**  
**PERFORMANCE MANAGEMENT**

Section 1. The Employer's performance appraisal system will be applied to bargaining unit members in a fair, objective, equitable, accurate, and job related manner. The Employer and the Union agree that the appraisal system will be in conformance with the Total Army Performance Evaluation System (TAPES).

Section 2. Official Rating Chain: Employees will have an identified rating chain consisting of at least a Rater and Senior Rater, which will be noted on their performance plans within 30 days from the beginning of each rating period. The employee will be notified of changes in their Rating Chain.

Section 3. Performance Reviews (Face-to-Face Discussions):

- a. At a minimum, all employees will receive a performance review during the midpoint of their rating period.
- b. Periodic performance reviews will be conducted with an employee on an as-needed basis. Employees whose performance is recognized as failing to meet one or more objectives shall be notified and provided appropriate guidance to assist the employee in improving their performance. This performance review will be documented with a copy provided to the employee.

Section 4. Counseling Checklists/Support Forms:

- a. Annual Counseling Checklists/Support Forms, to include objectives, will be developed for each employee in the Base System. Senior System employees have a shared responsibility with their supervisor for developing their objectives.
- b. Current position descriptions will be used in the completion of Counseling Checklists/Support Forms.
- c. At the beginning of each new rating period and at other times that the objectives are changed, employees will be given the opportunity and encouraged to participate in the development of their Counseling Checklist/Support Form.
- d. Changes to Counseling Checklists/Support Forms may be made at any time during the rating period. However, Performance Ratings will not be rendered using changed objectives when the changes are significant and were affected less than one hundred and twenty (120) days in advance of the end of the rating period.

e. When objectives contain individual Performance Standards, they will be established at the "Success" level reflecting appropriate requirements and performance determining factors such as quality, quantity, and timeliness of work.

Section 5. An employee's Performance Rating will normally be the result of the application of Performance Standards listed on the Counseling Worksheet/Support Form against the employee's performance. Except for appropriate extensions and/or other rating requirements, employees will normally receive a Performance Rating on an annual basis. The Rating will be completed within forty-five (45) days after the end of the normal or extended rating period.

Section 6. If any employee believes their performance rating to be inaccurate or unfair, the employee may request the appropriate rating official/officials raise the performance evaluation.

Section 7. Performance-Based Actions:

a. The Employer agrees to provide employees with a written Performance Improvement Plan (PIP) and a reasonable opportunity to improve (normally a minimum of ninety (90) days) prior to initiation of adverse action against the Employee based upon unsuccessful performance. The PIP will explain that initiation of an adverse action may begin if the employee's performance fails to improve in accordance with the PIP or the employee's improved performance is not sustained for one year.

b. Adverse action against an employee for unsuccessful performance will be initiated by a notice to the employee. At a minimum the notice will include:

- (1) The nature of the proposed action.
- (2) Identification of the objectives that the employee has failed to meet.
- (3) A specific explanation of the performance that is the basis for the action.
- (4) The employee's right to respond verbally and in writing within fifteen (15) workdays.
- (5) The employee's right to be represented.

Section 8. Any employee who believes the job responsibilities/standards or performance objectives/individual performance standards were applied in an unjust or unfair manner may grieve in accordance with Article X of this agreement.

**ARTICLE XVIII**  
**TRAINING**

Section 1. The objective of the employee development program is to provide the organization with an up-to-date, efficient workforce. Therefore, training should be provided when it meets the employee's and organizational needs. The supervisor should determine training needs based upon such factors as: employee information, functions and requirements of the organization, new technology and equipment, and regulatory and legal requirements. Training may be provided within the availability of resources such as funds, materials, personnel and training facilities.

Section 2. The employees shall be encouraged to discuss their training interests with their immediate supervisors.

Section 3. If training is eight or more hours in duration or required for certification, a DD Form 1556 will be completed. The Employer agrees to record training accomplishments, which have been documented on DD Form 1556 in the employee's official personnel files. Career development and mandatory training that supports employee effectiveness, efficiency in the workplace and mission readiness requirements will be documented and a copy maintained in accordance with DA regulations and procedures.

**ARTICLE XIX**  
**HOURS OF WORK**

Section 1. Overtime Hours

a. Use of overtime shall be pre-approved by the Employer prior to implementation. Both Parties agree that overtime work should be scheduled or directed within a reasonable time. The Employer is encouraged to solicit volunteers whenever feasible prior to directing an employee to work overtime in unusual circumstances.

b. Both Parties agree that an authorized official will approve the payment of overtime or authorize compensatory time for the work to be performed. The approval should be documented in writing or electronically, and must be retained with the employee's time and attendance records.

Section 2. Compensatory Time

a. Consistent with law and government-wide regulation, overseas employees are exempt from the Fair Labor Standards Act (FLSA) for directed overtime. To that end, the Employer may direct an employee to work overtime and receive compensatory time as compensation.

b. Compensatory time may remain in the employee's account for 26 pay periods after it was accumulated, or until the employee is separated, whichever comes first. At that point, any remaining compensatory time will be paid at the overtime rate that was in effect at the time the overtime was accumulated.

c. Both Parties agree that supervisors should make every effort to ensure that compensatory time does not convert to overtime. Compensatory time off which remains for 26 pay periods from the time earned will be paid automatically to the employee at the overtime rate at which it was earned. Employees with earned compensatory time and/or "use or lose" annual leave are encouraged to schedule use to preclude conversion of compensatory time to dollars or lost annual leave.

d. The Employer is responsible for maintaining records of compensatory time balances. Employees are encouraged to review their leave and earning statements (LES) to ensure it reflects accurate balances for compensatory time accumulated. Any noted discrepancies should be brought to the attention of the Employer for corrections.

e. Compensatory time off will not be authorized unless documented in the employee's time and attendance records.

### Section 3. Stand-by Duty

a. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:

(1) The employee is restricted to the Employer's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or

(2) The employee is restricted to his or her living quarters or designated post of duty; or has his or her activities substantially limited; and is required to remain in a state of readiness to perform work.

b. The Employer agrees that employees shall be provided seven workdays advance notification for standby duty, except in emergency situations. In emergency situations, the employee will be notified verbally and/or in writing as soon as is practicable. When an employee is on TDY or an emergency occurs the employee shall be temporarily removed from standby roster and the Employer will make appropriate arrangements.

### Section 4. On-Call Duty

a. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

(1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

(2) The employee is allowed to make arrangements such that another person will perform any work, which may arise during the on-call period. The employee must obtain supervisory concurrence.

b. When on-call is mandated for a particular occupation and/or unit, the Employer agrees to solicit volunteers for on-call status. When sufficient qualified volunteers are not available and the employee's supervisor has determined that the employee(s) is qualified and capable of performing the on-call duty, on-call duty status will be scheduled in a fair and equitable manner among the qualified employees.

c. The Employer agrees that employees shall be provided seven workdays advance notification for on-call duty, except for emergency situations. In emergency situations, the employee will be notified verbally and/or in writing as soon as is practicable. When an employee is on TDY or an emergency occurs, the employee shall be temporarily removed from on-call roster and the Employer will make appropriate arrangements.

## **ARTICLE XX**

### **WORK SCHEDULES**

Section 1 Basic Workweek. For the purpose of this article, the basic workweek as defined in 5 USC 6101 is a basic administrative workweek of 40 hours for each full-time employee within the organization; and the hours of work shall be performed within a period of not more than five consecutive days. The Employer recognizes that a directed work schedule change impacts an employee's condition of employment and requires prior notification to the Union.

#### Section 2. Work schedule changes

a. The Employer may change work shifts, hours, or workdays of employees as a result of workload demands. The hours of some or all bargaining unit employees may be changed to meet situations which present sudden, immediate, or unforeseen work requirements as a result of natural phenomena or other emergencies beyond the Employer's control or ability to anticipate. Normally, implementation of these requirements will not be taken without prior notice of at least seven workdays. However, the Parties agree work schedules may be changed without advance notice when such a notice period would seriously handicap the Employer in carrying out its function or substantially increase costs. The Employer recognizes that the implementation of this flexibility in changing work schedules impacts the employees and should only be exercised to assure accomplishment of the Employer's mission.

b. Work schedule changes will normally be made for a duration of not less than one pay period.

c. Employees may at any time request to make a change in their work schedule. However, the Employer retains the right to deny such requests based on the impact of the mission. Employees will be notified in writing of the reasons for the denial of a requested work schedule. Approved changes will be effective on the agreed upon date.

#### Section 3. Other Administrative Considerations

a. An employee may identify specific needs for an eight-hour work schedule outside the normal administrative workweek. The Employer should make a reasonable attempt to meet those expressed needs.

d. Lunch Period. Employees' shall take an unpaid, duty-free lunch period of at least thirty (30) minutes and scheduled during the core lunch period, provided it is at a time that least interrupts work operations.

c. Authorized Breaks. Employees will normally be authorized one fifteen (15) minute rest break within each four hour work period including overtime. Where possible, employees shall be allowed to take the rest break away from the immediate

worksite. It is agreed that breaks may not be continuations of the lunch period and they may not be taken immediately after the beginning of the work shift or immediately prior to quitting time, nor accumulated. Although there may be rare occasions when employees may not be able to exercise this right, it will not be arbitrarily withheld.

Section 4. Flexible Work Schedules - Commanders of the Employer's subordinate organizations where bargaining unit employees are assigned may establish flexible work schedules in accordance with 5 USC 6120 et seq. Commanders will develop a written policy that has been staffed through the appropriate labor relations' office, before establishing a flexible work schedule. A copy of the policy will be provided to the Union for consultation in accordance with the statute.

a. In those areas where an employee, group of employees or the Union believe a flextime work schedule would be feasible and would not detract from mission accomplishment, they may propose such implementation for all or a part of the employees in that work area. The proposal will be in writing and will be forwarded through the immediate supervisor to the commander.

b. Flexible work schedules may at any time be discontinued or restricted when such schedules would have an adverse impact on the mission. This determination will be provided in writing to the employee(s) affected and to the Union.

c. Where work requirements or abuse by an employee make it necessary to modify or cease participation of an employee in the program, the Union and the employee will be notified of the decision and the reasons therefore.

d. Employees currently on a flexible work schedules may at any time request to revert to the standard 5-day/40-hour workweek.

e. Decisions to deny employees participation in a flexible work schedule shall not be grievable.

Section 5. Compressed Work Schedules (CWS) Pilot.

a. The Employer and the Union agree to follow the criteria identified under Appendix B for the use of Compressed Work Schedules (CWS) on a pilot program basis beginning no sooner than 90 days after the effective date of this agreement and continuing for a six-month period.

b. Management is responsible for approving or disapproving CWS. At the end of the six-month pilot program, the Employer will consider and evaluate whether to continue CWS upon request by the Union.

c. The Employer's decision will be final and not subject to grievance under Article X or arbitration under Article XI.

Management reserves the right, after 120 days during the pilot period, to discontinue the CWS in organizations who have experienced an adverse impact because of a reduction in productivity, a diminished level of services furnished to the public, a diminished level of services furnished to that organization's clients, or an increase in the cost of the organization's operations. If there is no adverse impact the CWS will remain in effect for the full six-month pilot period.

**ARTICLE XXI**  
**TEMPORARY DUTY (TDY)**

Section 1. Both Parties agree that employees will be issued TDY orders, when practical, in sufficient time to travel.

Section 2. In accordance with 5 CFR 610.123 the Employer agrees insofar as practicable, travel during non-duty hours shall not be required of an employee. When it is essential that the travel is required, the supervisor shall notify the employee of the reason for traveling outside the normal duty hours.

Section 3. The Parties agree that travel advances from the servicing Finance and Accounting offices and reimbursements will be calculated and provided to employees in accordance with the Joint Travel Regulation (JTR), the Department of the Army Travel Policy, and local implementing regulations. Employees are subject to administrative fees if found negligent in filing and repayment of unused advances.

Section 4. Union Representatives. The Employer shall authorize and pay travel and/or per diem in accordance with JTR to employees who serve as duly recognized Union representatives whenever travel is required for the performance of functions and responsibilities listed in Article V.

Section 5. Modes of Transportation.

a. The Employer shall determine the mode of transportation that is most advantageous to the Government. The Employer agrees that employees with disabilities shall be provided with reasonable accommodations for TDY travel.

b. Both Parties agree if a government owned vehicle or government leased vehicle is used for official travel, its use shall be limited to travel incident to official duties and will not be used for personal convenience. Such use includes: travel between duty sites, traveling to authorized lodging areas, obtaining suitable meals and traveling to places of worship.

c. When the Employer authorizes the use of a privately owned vehicle (POV), reimbursement for mileage and/or per diem will be in accordance with the JTR.

d. The Employer shall not direct an employee to use a POV for official travel.

Section 6. Telephone Calls.

a. Government-owned or Government-leased services should be used for official communications. Commercial communications services may be used when Government services are not available.

b. Employees in travel status are authorized to make and be reimbursed for personal calls to their home/family under the following circumstances: to advise of the traveler's safe arrival, to inform or inquire about medical conditions, and to advise regarding changes in itinerary.

c. When the employee has been provided a government issued laptop, or approved to use their own laptop or mobile communication device, the Employer agrees to reimburse the employee for connections made to conduct official business.

d. Both Parties agree that employees are encouraged to use government services as a primary connection service for calls and Internet connections covered by this Article. Both Parties also agree that employees will use reasonable efforts to minimize expense to the government.

**ARTICLE XXII**  
**OFFICIAL DETAILS**

Section 1. In the interest of effective employee utilization, an employee detailed to duties other than his/her own for a period in excess of 30 calendar days will have the appropriate documentation (SF-52) placed in his/her OPF. For details over 60 calendar days, the Employer will document the detail objectives to be performed by annotating the Total Army Performance Evaluation System (TAPES) support form. Details to higher graded positions will be based upon bona fide need and will be consonant with the spirit and intent of this article, applicable regulations and command policies. Details that are not documented at the time of assignment shall be retroactively dated as soon as possible to ensure proper credit for the detail.

a. Details are temporary in nature. Details will be limited to the shortest practical time limits. Details may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, or absences of personnel as determined by management. The Employer may use details when services cannot be obtained by other reliable means, including, but not limited to, where:

- (1). A temporary shortage of personnel exists;
- (2). There is a backlog in work or the volume of work suddenly increases and interrupts the workflow;
- (3). An Employee is on extended leave or LWOP;
- (4). Requested by an employee;
- (5). Unforeseen mission requirements.

b. Before affecting a detail that changes a condition of employment, the Employer shall notify the Union and afford the Union an opportunity to bargain. The Employer shall notify the employee of such details in writing and shall confer with the employee and explain the reason for the detail. The Union will be afforded the opportunity to attend these meetings in those circumstances required by the statute. Upon completion of the detail that removes an employee from the bargaining unit, the Employer will notify the Union, in writing, that the employee has been returned to the bargaining unit.

c. For details less than 60 calendar days, the Employer will provide the employee with a memorandum briefly outlining the duties and responsibilities of the detail. The memorandum shall be signed by the supervisor and acknowledged by the employee.

d. An employee who is detailed shall perform the duties assigned by the Employer to that position. Employees may be required to perform the duties of their official position while detailed to another position, provided that the overall set of duties

assigned to the employee can reasonably be accomplished within the employee's assigned hours of work.

e. Details of more than 60 calendar days shall be rotated equitably among those employees determined by the Employer to be equally qualified to assume the duties and responsibilities of the detail, unless competitive procedures are used or other workload concerns make such rotation impractical.

f. The Employer is responsible for controlling the duration of details and ensuring that details do not compromise the principles of the merit system.

g. Details in excess of 120 days to higher graded positions or to positions with known promotion potential require competitive procedures.

Section 2. Temporary Promotion. In order for an employee to be eligible for a non-competitive promotion all of the conditions prescribed in 5 CFR 335.103 must be met. The Employer agrees that when there is a need to temporarily assign an employee to a higher graded position for a period in excess of 120 consecutive days, the employee will be considered for promotion to the higher graded position provided he/she meets established qualification requirements.

a. Temporary promotions in excess of 120 days will require the application of competitive procedures under the Merit Promotion Program.

b. Temporary promotions of less than 120 days are exempt from competitive procedures.

c. Job announcements for temporary promotions shall be available in each Area CPAC, in assigned work areas and provided to the designated Union contact.

Section 3. Recognition of Employee Accomplishment While on Detail. When situations warrant, employees shall receive recognition for their contributions and accomplishments while on detail in accordance with applicable rules, regulations and command policies.

**ARTICLE XXIII**  
**EMPLOYEE ASSISTANCE PROGRAM**

Section 1.

a. The Employer and the Union jointly recognize that alcohol and drug abuse are health problems and employees having these conditions are to receive the same considerations as other health problems. Employees are encouraged to seek assistance from the Employee Assistance Program (EAP) if they think substance abuse is impacting their job performance and/or personal lives.

b. The Employer and the Union also recognize that the EAP is a program for troubled individuals with alcoholism, drug abuse, emotional, or other personal problems that may affect job performance. The Union supports the Employer's EAP as a means of identifying and providing information, education, and other assistance or referral services for these employees.

c. Employee participation in the EAP shall be voluntary. However, both Parties acknowledge that it is a basic function of a supervisor to identify poor job performance or conduct and to take corrective action. Management will attempt to provide employees with the appropriate assistance to overcome problems that may contribute to poor performance or conduct.

d. Participation in the program shall not jeopardize an employee's job security or his/her opportunity to compete for promotion.

Section 2.

a. To that end, the Parties agree that the Employer will provide an EAP in accordance with applicable DA rules and regulations.

b. The Parties agree that the EAP established within Eighth Army shall be tailored to the existing structure and workplace culture taking into account existing staff policies and procedures. Management agrees to provide a Community Counseling Center (CCC), which houses the Army Substance Abuse Program (ASAP), in each area. Each CCC shall have one civilian qualified to perform as the Employee Assistance Program Coordinator (EAPC). The EAPC offers assistance to civilian employees and their family members with problems that negatively impact their well-being and their ability to perform on the job. The EAPC will provide screening/assessment, short-term counseling and referral for longer-term treatment.

c. The Employer agrees to publicize the program in such a manner that all bargaining unit members are aware of it and fully understand the benefits of its services.

### Section 3.

The EAPC should establish and maintain appropriate coordination and liaison with the installation CPAC, the Medical Review Officer, the installation substance abuse professional, and supervisors of employees in accordance with AR 600-85.

### Section 4.

- a. An employee's participation in the EAP will be afforded confidentiality to the extent provided by applicable laws, rules, and regulations.
- b. Supervisors shall make every effort to ensure that an employee's confidentiality rights are respected.

### Section 5.

Employees are entitled to Union representation in accordance with Article IV, Employee Rights and Responsibilities, under the collective bargaining agreement.

**ARTICLE XXIV**  
**SMOKING IN THE WORKPLACE**

Section 1. It is the policy to establish a smoke-free work environment for employees and members of the public visiting or using Employer facilities.

Section 2. The Employer prohibits smoking in all vehicles/ workspaces owned, rented, or leased. The Employer and the Union agree to cooperate in attempts to resolve such problems brought to the attention of the Parties.

Section 3. The Parties agree to comply with the spirit and intent of applicable Federal laws, agency regulations, instructions and policies relating to smokers and non-smokers.

Section 4. The Employer shall designate "outdoor smoking areas". When possible, outdoor smoking areas will be reasonably accessible to employees and provide a measure of protection from the elements.

Section 5. Both Parties agree all personnel will monitor outside smoking areas to ensure personnel dispose of smoking materials in noncombustible receptacles. The Employer shall provide the metal containers (butt cans) to be used for disposing of smoking material. Unsafe smoking practices and improper disposal of smoking material constitute a main cause of fire.

Section 6. There are no designated smoking areas inside work areas owned and/or controlled by USFK/EUSA.

Section 7. Subject to availability of funds, Management agrees to make available to employees, health related information and/or training to include, but not limited to smoking cessation classes. Employees participating in smoking cessation classes for the first time will normally be allowed to take administrative leave. Use of administrative leave for subsequent participation in other smoking cessation classes will be at the discretion of the supervisor.

**ARTICLE XXV**  
**HEALTH AND SAFETY**

Section 1: The Parties agree to cooperate to create and maintain a safe and healthy workplace. Establishing safe and healthy work habits and conditions will minimize accidents, and lost work time due to illness or injury. The Employer will make all reasonable efforts to provide and maintain safe working conditions for all employees. The Union will cooperate with Employer to encourage employees to work in a safe manner. In the event of changes to policy that involves the health or safety of employees, the Union will be notified (in accordance with Article V of this agreement) prior to its implementation.

Section 2. a. Both Parties recognize the importance of personal protective clothing, equipment, and necessary instruction when employees must perform work that requires protective measures. To the extent required by law and applicable regulations, the Employer agrees to furnish protective clothing, equipment, and the necessary instruction to employees performing work that requires protective measures.

b. The Union shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment and conditions, as well as environmental conditions, in their immediate areas that may represent health hazards.

Section 3. Work Place Safety and Security. Management will exert every effort to provide safe and secure working conditions in consonance with applicable standards promulgated under OSHA. Managers, supervisors, Union officials, and employees shall be responsible for participation in the risk-assessment process to ensure safety and security in the work place. In consonance with Title 29, CFR 1960, and 1910.38, management shall post a notice or notices informing employees of their obligations; occupant emergency plans; and responsibilities to prevent workplace violence. Workplace facilities occupied on a regular basis will have a written workplace security plan. Each plan will be developed to include, as a minimum, the following:

- a. occupant emergency plans;
- b. security of buildings and surrounding areas such as parking lots;
- c. workplace violence.

Section 4. Safety Inspections: There shall be an annual safety inspection of all areas occupied by employees, and a Union representative may have the right to participate in the inspection. If a union representative participates, he or she will be one whose duty station is the facility being inspected or who is the representative located at the closest

possible site to the facility except under unusual circumstances. When safety inspections are made pursuant to OSHA, or other statutes or regulations in areas where unit employees work, the Union will be notified and a Union representative may accompany the inspector or inspection team. Management agrees to provide the Union with a copy of specific reports of safety inspections, and reports of accidents or occupational illnesses involving employees upon request in accordance with applicable Statutes and regulations.

#### Section 5. Health and Safety Policies.

a. Management will provide safe and sanitary working conditions and equipment in consonance with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA). Management shall post and keep posted a notice or notices informing employees of the protections and obligations provided for in the OSHA.

b. Management will provide adequate sanitary facilities, hot and cold running water, and indoor environmental conditions (including lighting, heating, relative humidity control, ventilation, air quality) in work areas in accordance with applicable laws and regulations. The Employer will use proper judgment, in accordance with applicable agency regulations and OSHA, in providing these services for employees in a reasonable amount of time.

c. If the Union submits a written request for a copy of the Installation Status Report worksheet(s) for facilities in a given area, then the Employer will review the request in good faith under the criteria specified by the Statute. The Employer agrees to respond to such requests within a reasonable time.

Section 6. Occupational Health and Safety Training. The Employer recognizes the need for specific training regarding Occupational Health and Safety to ensure employee safety and a minimum loss of man-hours due to preventable injuries. Management will provide training programs to ensure that all employees are informed of safe working habits and practices appropriate to their job. Additionally, supervisors will instruct employees in safe working habits, practices and procedures in regard to specific job assignments and will ensure that manuals and regulations relating to safety and health are available to all employees.

Section 7. Accidents: For serious accidents on the job and/or fatalities to an employee the following reporting procedure shall be followed.

a. Notify the immediate supervisor and the senior management official responsible for the workplace to initiate the serious incident report.

b. No statements to the media or public will be made until management notifies the next of kin;

c. The Union shall be notified as soon as practicable; and

d. Upon request, the Union shall be afforded copies of all reports and results of investigations after the management review process is complete, normally within sixty (60) days of the incident, unless the Employer denies release, in which case, the Union may seek the document(s) pursuant to 5 USC 7114.

Section 8. Subject to the requirements below, up to three hours per week of administrative leave may be approved for Emergency Essential Civilians (EEC) to begin a physical fitness program. This approval may be granted once for up to 8 weeks in duration. The overall purpose of this program is to help the EEC begin a lifestyle that improves his/her physical fitness and enable the EEC to continue meeting the minimum physical standards. Minimum requirements for on-duty physical training are:

- 1) Satisfactory completion of an EEC physical examination in the past 12 months.
- 2) Appropriate physical activities recommended by the health professional (who conducted the EEC physical examination) to the employee.
- 3) Employee is to keep the supervisor informed as to the location, days, and times of the physical training.

**ARTICLE XXVI**  
**WORKER'S COMPENSATION**

Section 1. Both Parties agree that when employees suffer or allege illness or injury in the performance of duties, the supervisor and/or the appropriate management official will immediately inform the affected employees of their rights under the Federal Employees Compensation Act (FECA).

Section 2. Employees should report to their supervisor, within 24 hours, all injuries or illnesses that occur on the job.

a. The Employer will, as soon as possible, supply the employee with copies of the appropriate Office of Workers' Compensation Program (OWCP) forms.

b. The Employer shall process and promptly forward to OWCP, employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.

Section 3. Procedure for Filing Claims for Workers' Compensation Benefits .

The employee must obtain Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, from the Employer or via the OWCP web site. As the CA-1 is time sensitive, the appropriate sections of the form should be filled out by the employee and given to the supervisor as soon as possible, but not later than thirty (30) calendar days from the date of the occurrence. If the employee is incapacitated, this action may be taken by someone acting on his or her behalf.

Section 4. The Employer agrees to distribute an annual notice to all employees advising them of the appropriate CPAC location for filing Workers' Compensation claims. The notice will also include office telephone numbers for obtaining information or assistance relevant to Worker's Compensation claims. Employees may obtain additional information via the OWCP website at [www.dol.gov](http://www.dol.gov).

## **ARTICLE XXVII**

### **INCENTIVE AWARDS**

Section 1. The Parties agree that the incentive awards program is beneficial to both Management and the employee. The goal of the incentive awards program is to foster mission accomplishment by recognizing excellence of civilian members of the force and motivating them to high levels of performance and service. All awards to employees will be based solely on individual merit and quantifiable contributions to mission accomplishment.

Section 2. Policy. This program will be administered in accordance with 5 CFR Part 451, 430, and 531, appropriate departmental guidance and Eighth Army and major subordinate commander's policy.

- a. EUSA, ACoF, G-1 promulgates Eighth Army award guidance to commanders, CPOC and employees' servicing CPACs.
- b. CPACs provide award information at new employees' orientation briefings.
- c. The Employer agrees that all incentive awards will be distributed in a fair and equitable manner.
- d. Managers are encouraged to address awards criteria (monetary and honorary) and recognize employees within their organizations according to their measurable performance and the award criteria. When counseling the employee, the managers should link specific job performance to the success of the mission.

Section 3. Performance Awards. Quality Step Increases (QSI) and other monetary awards should be granted to reward employees whose performance exceed criteria, organizational goals, performance objectives, and rating elements based on the appropriate component service's regulations, guidance and policy. The awarding of QSIs should be a relatively rare occurrence reserved for truly outstanding employees performing beyond all established unit standards. Both Parties agree that performance awards are an incentive and not a guaranteed entitlement to employees. Disbursement for performance awards is subject to the prerogative of the commander and availability of funds, e.g., fiscal appropriations to each activity.

Section 4. Time-Off Awards. Time-off awards are an appropriate mechanism to reward performance. Although time-off awards are considered non-monetary, commanders and staff principals must consider the manpower and budget impact when approving these awards. The criteria for time-off awards are set forth in Eighth Army Pamphlet 672-30. Time-off awards may be given in conjunction with monetary awards and honorary awards.

Section 4. On-The-Spot Awards. Commanders may recommend employees for Command Generated On-The-Spot Awards immediately upon recognition of outstanding contributions to mission accomplishment. These are minimal monetary awards not to exceed \$500.

Section 5. Large Monetary and Honorary Awards. Awards, which are recommended for at least \$5,000 and not to exceed \$10,000, and honorary awards requiring the USFK Commander or Eighth Army Commanding General's signature will require action by an Eighth Army Incentive Awards Committee. Superior Civilian Service and Meritorious Civilian Service Awards are examples of awards that are honorary in nature. Recognition for these types of awards is typically by presentation of a service pin, certificates or plaques to the deserving employee(s).

a. The Committee's purpose is to evaluate and recommend awards for approval or disapproval to senior management. The committee ensures that the award is based on objective criteria and not popularity. The committee will use the voting procedures outlined below when these types of awards are being considered. Large monetary awards reviewed by the committee will be evaluated for special acts or service, achievements, and suggestions that make significant contributions to the accomplishment of mission objectives.

b. Voting. The board will convene as necessary and a senior staff principal will chair the board. The senior staff principal's responsibilities include conducting the board and breaking all ties. The civilian personnel advisor and Equal Opportunity Officer will attend board meetings in advisory capacities.

Section 6. The Employer agrees to provide the Union with the following award information on an annual basis:

- a. Series and grade of employee
- b. Organizational unit
- c. Type of award received,
- d. Amount of cash, TOA, QSI, etc, per award

## **ARTICLE XXVIII**

### **LEAVE**

#### Section 1. Annual Leave.

a. Annual leave will be administered in accordance with current laws and regulations. An employee has a right to take annual leave subject to requesting it properly and subject to the right of the Activity to fix the time when it may be taken. The Activity is not obligated to approve a request made either in advance or on an emergency basis if it requires the employee's services during the period for which leave is requested, no matter how valid the reasons for the request. Due consideration should be given to employee's requests for consecutive weeks of annual leave.

b. For employees to obtain supervisory approval of annual leave when requested, employees should:

(1) Schedule long periods of annual leave for vacations, tours, etc., as far in advance as possible. Normally leave for a period of one week or more is scheduled at the beginning of the leave year to allow supervisors an opportunity to plan for the absence;

(2) Request short periods of annual leave as far in advance as possible;

(3) Limit requests for leave without advance notice to the supervisor for emergency situations.

c. During military training holidays, there will be an unscheduled (liberal) leave policy in effect. As determined by the supervisor, employees not necessary to essential mission requirements will be allowed to take annual leave, compensatory time, or leave without pay.

#### Section 2. Sick Leave for Illness or Injury.

a. An employee is entitled to use accrued or accumulated sick leave when incapacitated by illness, injury, or pregnancy; receiving emergency medical treatment; or exposed to a contagious disease that would jeopardize the health of others. Supervisors have the discretion to determine the nature of medical evidence required to support an employee's claim of illness or injury. Normally a statement by the employee is considered adequate evidence. However, when sick leave requests extend beyond three days or where sick leave abuse is suspected, the employee may be required by the supervisor to provide proof of incapacitation. The Union will take positive steps to discourage the abuse of sick leave and to counsel employees regarding the problems incident thereto.

b. Sick leave for medical and dental appointments. Supervisors should be notified by employees of their intent to make medical or dental appointments to avoid a conflict with

work. Leave for medical and dental appointments should be requested as soon as the appointments are scheduled. Normally leave for medical and dental appointments will be approved; however, the supervisor may deny the leave request for such reasons as conflict with accomplishment of work.

c. Substitution of Annual Leave for Sick Leave. When an employee is incapacitated for duty or has a medical or dental appointment, the employee in lieu of sick leave may request annual leave.

d. As provided in Public Law 103-388, Family Friendly Leave Act dated 22 October 1994, employees can use their sick leave for family members who have conditions for which employees would qualify for sick leave themselves, if personally afflicted. All employees are allowed to use at least 40 hours (5 workdays) of sick leave per year for this purpose, with a maximum limit of 104 hours (13 workdays). In order to use more than the 40 hours, an employee must maintain a balance of at least 80 hours of sick leave (10) workdays for their personal use.

e. When possible, sick leave notification shall be made in advance. If this is not possible, notification to the employee's supervisor shall be made within two hours after the scheduled start of work. Notification may be made by telephone or e-mail. If the employee is unable to reach the supervisor directly, notification shall be made to the next level supervisor in the employee's chain. Notification does not signify management approval of a sick leave request.

### Section 3. Leave Without Pay.

In most instances, granting LWOP is a matter of supervisory discretion and may be limited by the Employer's internal policy. Employees who do not have leave to their credit and wish to take leave for emergencies or other requirements may be granted leave without pay in accordance with applicable rules and regulations. LWOP for any reason or any circumstance cannot go beyond a 2 year period.

a. Employees may be granted leave without pay regardless of them having leave to their credit. Leave without pay shall be granted, if requested, to disabled veterans needing medical treatment, examination or absence from duty in connection with their disability. Leave without pay may also be granted on an extended basis for Family and Medical Leave Act, educational purposes, while awaiting action on a retirement action, or OWCP claim.

b. The possibility of granting advanced sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case and may be granted where possible in accordance with applicable Federal government rules, regulations, and guidelines.

#### Section 4. Family and Medical Leave Act.

a. An employee who is eligible under the Family and Medical Leave Act of 1993 may take a total of twelve (12) administrative weeks of unpaid leave during any twelve (12) month period for the birth of a child; placement of son/daughter for adoption/foster care; care of a family member who has a serious health condition; and/or serious health condition of the employee. The definition of a family member means the following relatives of the employee: (1) spouse, and parents thereof; (2) children, including adopted children and spouses thereof; (3) parents; (4) brothers and sisters, and spouses thereof; and (5) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

b. Maternity and Paternity Leave. Employees who are pregnant will notify their supervisors as soon as they become aware of the pregnancy. They will be allowed to work as long as desired so long as approval of their doctor is obtained. Absences related to pregnancy may be granted as appropriate to sick leave, annual leave or leave without pay. Requests for sick leave for maternity reasons are treated like any other certified temporary medical disability. The employee may be assigned to light duty or another position prior to maternity leave if the duties and responsibilities of their regular position is considered inappropriate by her doctor.

#### Section 5. Other Paid Leave.

a. Employees may use 30 days paid leave each calendar year to serve as an organ donor.

b. Employees may use seven days (i.e., 56 hours for an employee working 80 hours in a bi-weekly pay period) paid leave each calendar year to serve as a bone marrow donor.

c. Administrative leave of three (3) hours shall be allowed to attend the funeral of a co-worker killed in the line of duty.

#### Section 6. Voluntary Leave Transfer Program.

Leave transfers may be granted to employees in accordance with Federal statutes. An employee may, by written request, request that they participate in the leave transfer program provided they meet all requirements for participation. Management will review all supporting documentation pertaining to the request and inform the employee of their eligibility/ineligibility. If eligible, management will issue notification to all employees requesting donations of annual leave.

#### Section 7. Administrative Leave and Excused Absences.

a. Administrative leave may be granted to employees for participation in activities in accordance with Employer regulations (i.e., Eighth Army regulation 690-10). The Union

will actively support and encourage employee participation in Employer blood drives, immunization campaigns, and other similar programs.

b. Administrative leave may also be granted when the activity shuts down due to circumstances beyond the Employer's and/or subordinate units' control for short periods of time. Instances involving unusual snowstorms, floods, excessive heat, lack of heat or electricity, breakdown of equipment, and similar unforeseen events may be charged to administrative leave. Procedures for implementing hazardous weather or other group dismissal policies will be negotiated upon request by the Union.

c. Generally employees may be allowed up to four (4) hours of excused absence for purposes related to blood donation. This time covers travel, clinic time for blood donation, and recovery time. Employees are not allowed excused absence for time away from work relative to the selling of blood.

d. Volunteer Activities. Excused absence may be granted to employees participating in volunteer projects (e.g., adopt a school) provided it is specifically authorized by agency regulations and local policies. This provision does not cover volunteerism in general.

**ARTICLE XXIX**  
**PAY AND ALLOWANCES**

Section 1. Travel Charge Card.

- a. Both Parties agree that they will abide by all applicable regulations and procedures (including the MOU at Appendix B), governing the use of the Government Travel Charge Card Program.
- b. Both Parties acknowledge that derogatory credit information or reports will not be released to third party credit bureaus unless the account is over 120 days delinquent and the cardholder has not made arrangements for restitution and the fault can be directly connected to the cardholder.

Section 2. Living Quarters Allowance (LQA). Employees who have been determined to be not eligible to receive LQA may submit a request for a waiver of those requirements in accordance with DoD 1400.25-M, Subchapter 1250. In such cases, the Employer will give due consideration to the waiver request in accordance with the criteria prescribed by Subchapter 1250 and other applicable regulations.

Section 3. Post Allowance. The Union agrees to encourage its bargaining unit members to participate in the Department of State initiated surveys regarding the authorization of Post Allowance.

**ARTICLE XXX**  
**DEMONSTRATION PROJECTS**

The Parties, recognizing the need for operations that are more efficient and within the Employer's subordinate activities, agree that experimenting with different ways of completing various activities and missions can benefit the Parties.

Section 1. A demonstration project is any experimental/test project proposed in accordance with applicable U.S. Code and/or Code of Federal Regulations which has a specific timeframe involved, has an impact on members of the bargaining unit and (a) sets aside or waives an existing law; or (b) sets aside, waives, or changes an existing rule, regulation, or policy; and (c) affects working conditions and/or conditions of employment.

Section 2. Participation. Before implementing an Office of Personnel Management (OPM) sponsored demonstration project under Chapter 47 of Title 5, United States Code, involving bargaining unit employees, management will consult or negotiate as appropriate with the Union.

**ARTICLE XXXI**  
**EXTENSION OF OVERSEAS EMPLOYMENT**

Section 1. The Parties agree that the DoD Civilian Personnel Manual 1400.25-M, AR 690-300, and Eighth Army regulation 690-3 are the overall governing guidance for extensions of overseas tours for civilian employees. An extension of an employee's tour is not an employee's right; rather, it is a management tool, which may be initiated only by management. Management's decisions on any matter related to extensions of overseas tours are not grievable.

Section 2. Managers are strongly encouraged to engage in constructive dialogue with employees to inform employees of the criteria used in deciding whether to offer an overseas tour extension. Managers are strongly encouraged to engage in this dialogue at appropriate times, prior to the expiration of the employee's current tour. This dialogue may take the form of written counseling, oral counseling, or discussions in connection with the employee's performance evaluation. Managers are strongly encouraged to communicate a decision not to offer an overseas extension in writing. Such action should explain the manager's rationale as to why the employee will not be recommended for an extension.

Section 3. While not a grievable matter, a manager's failure to engage in the type of dialogue or actions described in paragraph 2 could be construed as a serious breakdown in the Employer-employee relationship, as well as the labor-management relationship. Management will inform and educate managers on the appropriate criteria regarding decisions on overseas tour extensions. It is explicitly understood that the decision regarding an overseas tour extension should not be used to coerce an employee or in any way be construed as a threat.

**ARTICLE XXXII**  
**MOBILIZATION AND EMERGENCIES**

Section 1. The Parties recognize the impact of conducting periodic exercises to enable the Employer to respond to emergencies. When possible, the Employer agrees to advise on, and discuss, such specific exercises and training activities with the Union.

Section 2. Both the Union and the Employer will actively support participation by mobilization volunteer employees in specific exercises and training activities.

Section 3. The Employer agrees to provide bargaining unit members designated as “emergency essential” with the same equipment as it provides to military personnel in similar situations, subject to the availability of funding. The Employer agrees to act in good faith to request funding to procure such equipment. The Union president or designee will be afforded an opportunity to attend in-process reviews to emphasize safe working conditions of these employees until procurement of said equipment is complete.

**ARTICLE XXXIII**  
**OFFICIAL FACILITIES AND SERVICES**

Section 1. Union Office

The Employer will provide the Union with office space including furniture, air conditioning, heating and office equipment for use by Union officers to perform representational activities. The Union offices shall be accessible to bargaining-unit members. The Union is authorized to use the Employer's telephones for representational and labor relations functions or other mutually-agreed functions. The Union agrees not to use the Employer provided telephones for internal Union business. The location of the Union offices will be in Seoul and Taegu.

On occasions where the Union requires access to office space to perform representational activities at installations where there is not a designated Union office, the Employer will provide suitable space to the Union for its use. The Union should provide the Employer with as much advance notice as reasonably practicable.

Section 2. Virtual Office Concept

Both Parties agree to implement a virtual office concept within one year of the effective date of the collective bargaining agreement. Upon implementation of the virtual office concept but no later than the one year period, the Union will relinquish the Employer provided office space in Seoul, unless the Employer has determined that the virtual office concept is not feasible. The Employer will provide the Union an opportunity to consult before making such determination. The Employer agrees to provide and maintain the necessary basic equipment (i.e., one laptop computer, one printer, one server, TSACS account) for the virtual office concept.

Section 3. Relocation of Union Office

a. The Parties agree that the main Union office will typically be located at a n installation in the same Area as the Union President's assigned place of duty. Upon notification from the Union, the Employer agrees to relocate the Union office to the Area where the Union's President is assigned. Relocation of the office shall occur within ninety days, unless unusual circumstances or mission requirements prohibit meeting this timeline. Both Parties agree that relocation shall not occur more than twice during the effective period of the collective bargaining agreement.

b. If the Union requests transportation support in connection with a relocation, the Employer will honor the request to the extent that the request is authorized by applicable laws and regulations.

#### Section 4. Union Use of Inter-Office and Electronic Mail

- a. The Union shall be allowed the use of inter-office and electronic mail for representational and labor relations functions. The Union agrees that it accepts full responsibility and holds the Employer harmless for the contents of its communications in using inter-office or electronic mail. Use of the Employer's inter-office and electronic mail will be in accordance with applicable rules and regulations governing its use.
- b. When using the Employer's electronic mail system the Union agrees that it will not use material that is profane or that is abusive, offensive, or demeaning towards management and/or any management official.

Section 5. Internal Distribution Service. The internal distribution service of the Employer shall be available for use by the Union in carrying out its labor-management activities. with the Employer

Section 6. Copies of agreement. The Employer will furnish copies of this agreement to all bargaining unit employees, supervisory personnel and management personnel. New employees will be provided a copy of this agreement during in-processing at the local CPAC. The Employer will provide additional copies of this agreement upon request. The Employer shall bear the cost of printing and distributing this agreement. Management will post on the CPOC web site the Collective Bargaining agreement along with Union POCs to include name, Union position, Area, office phone number, and work email address.

Section 7. Libraries. The Union shall have full use of all Employer-maintained libraries of laws, decisions, regulations, and reference materials. These libraries include, but are not limited to, the Judge Advocate law library, the Adjutant General reference library, and the local CPAC libraries of civilian personnel regulations and related decisions.

Section 8. Mail Delivery Service. General delivery mail service will be made available for mail addressed to NFFE Local 1363, at the appropriate location.

Section 9. Bulletin boards. The Employer will provide a bulletin board or space (minimum 24" x 36") on an existing official bulletin board for posting notices and literature, limited to NFFE Local #1363 use only. Bulletin boards will be available at each CPAC location and at reasonable locations throughout each major subordinate command or major subordinate unit. The Union will have sole access to the bulletin board and will control its content. Posting notices and literature on the bulletin board shall be limited to Union information for employee awareness. Employees will be afforded a reasonable amount of time to view information posted on these boards.

Section 10. DSN Control Numbers. a. The Employer will provide the Union with access to DSN telephone service, to include government and commercial long-distance and in-country commercial access and that the Union is provided with access from all Local offices noted in this agreement or added during the life of this agreement. The Union understands and will abide by all rules and regulations concerning appropriate use of government provided telephone service, as stated in Defense Information Systems Agency (DISA) and local agent's policy guidelines. Further, the Union understands continued use of government provided telephone service is predicated on it following all rules and regulations, and that such service may be terminated if the Union is found to be in violation, as would any other Class 'A' service customer.

b. The Union can request, on a case-by-case basis, access to Video Teleconference (VTC) facilities for representational activities only and will not be for Union internal business. Typically, government to government VTC connections are at no cost, however connections made outside this medium comes at a cost. In this case, the Union will reimburse all costs associated with using the VTC. The Union shall advise the Employer, as far in advance as possible, of its requirement to access VTC, why, duration and when service is needed. The Employer shall consider this request and respond in an appropriate period if the request shall be approved or not.

Section 11. Web Page. The Employer will establish and have a "hyperlink" from the CPOC Korea Web Page to the NFFE Local 1363 Web site.

**ARTICLE XXXIV**  
**PUBLIC RELATIONS**

Section 1. Union representatives may be given access to Armed Forces Network and commercial enterprise publications in accordance with Department of Defense guidance, i.e., DoD Dir 5120.20 and DoD 5120.20-R, and/or Department of the Army guidance.

Section 2. The Employer will provide a NFFE folder under Public Folders within the USFK digital information system in accordance with the Memorandum of Understanding (see Appendix C of this agreement).

**ARTICLE XXXV**  
**UNION DUES, VOLUNTARY ALLOTMENT OF**

The Employer shall continue to deduct Union dues from the pay of employees in the bargaining Unit, subject to the following provisions:

Section 1. The Union shall be responsible for insuring that the allotment form is purchased and made available to eligible members and shall insure that employees are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of the required forms, and the procedures for revocation of allotments.

Section 2. The Union president, or other authorized officer of the Union, will certify on each SF 1187 that the employee is a member in good standing in the Union, insert the amount to be withheld, and submit the completed forms and employee statements to the servicing CPAC for validation of bargaining Unit status. The servicing CPAC will review the SF 1187 to determine bargaining Unit status, and forward, if appropriate, the action to the Customer Service Representative (CSR) in the Finance Office.

Section 3. The Union president or other authorized officer of the Union shall notify the servicing CPAC(s) when the Union's dues structure changes. Such a change may not be effected more than once in each calendar year.

Section 4. Allotments will be effective at the beginning of the first full pay period after receipt of the SF 1187 by the CSR, and remain in effect for at least one year, if the employee remains eligible for dues withholding.

Section 5. The Union will promptly notify the servicing CPAC, in writing, when a member of the Union is expelled or suspended.

Section 6. The Employer agrees to have the payroll servicing office provide a dues deduction check for each pay period as deductions are made, and forward it to the officer specified by the Union. The check will be for the total amount of dues withheld during that pay period.

Section 7. The Union president will immediately notify the appropriate servicing CPAC, in writing, of any change in the name and/or address of the financial officer of the Union.

Section 8. Upon written request by the Union, the Defense Finance and Accounting Service (DFAS) will submit, with the dues deduction check, an alphabetical listing of the names and the amounts withheld for each employee.

Section 9. An employee may voluntarily revoke an allotment for the payment of dues by filling out the appropriate form ("Revocation of Voluntary Authorization for Allotment of Compensation for Payment of employee Organization Dues," SF 1188) and submitting it

directly to the CSR. After receipt of such notice by DFAS, the revocation will be effective at the beginning of the first pay period following one year from the original date the employee authorized dues withholding, or only at intervals of one year thereafter, if the allotment has been in effect for over one year.

**ARTICLE XXXVI**  
**PREVIOUS AGREEMENTS**

This agreement supersedes previous ad hoc and settlement agreements entered into by the Parties, which are inconsistent with this agreement.

**ARTICLE XXXVII**  
**DURATION OF AGREEMENT**

Section 1. This agreement will become effective 30 days from the date of execution of this agreement subject to Agency approval. The duration of this agreement will be for three years from the date of execution of the agreement. It will remain in effect for yearly periods thereafter, automatically renewing itself on the day after the anniversary of the termination date, unless either Party serves the other with written notice, not more than one hundred five (105) days nor less than sixty (60) days prior to expiration date of its desire to terminate or modify this agreement.

Section 2. Except as provided for in this Article, for the first 18-month period following approval of the agreement, it may be opened at any time, by mutual consent, for amendment or supplementation.

a. Such request must include a summary of the change(s) being proposed. Upon mutual consent, representatives of the Parties shall meet within 20 workdays after receipt of the request to discuss and negotiate the matter. No matters shall be considered at such meeting other than those directly related to the subject of the proposed amendment or supplementation.

b. Any amendment or supplementation on which agreement is reached shall be duly executed by both Parties and will become effective upon Agency approval.

Section 3. The Parties declare that the provisions of this agreement are severable. It is the intent of the Parties that this agreement shall remain in full force and effect notwithstanding the invalidity or inoperability of any provision.

a. If any provision of this agreement is disapproved by higher authority, the remainder shall remain effective, and the Parties shall meet promptly to reopen the negotiations, but only with respect to the provisions involved.

b. After the effective date of this agreement, changes in this agreement, which are required by law, regulation, or policy issued by higher authority shall be placed in effect without respect to the provisions of this agreement.

c. Should any provision of this agreement be declared invalid by a court or board of competent jurisdiction, such portion shall be suspended and the remainder of this agreement shall continue in full force and effect. The Parties shall, upon demand, meet promptly to negotiate, if possible, the replacement of this specific provision.

d. If, at any time thereafter, a provision once disapproved or declared invalid shall be valid, then the provision as originally embodied in this agreement shall be restored in full force and effect.

**LABOR-MANAGEMENT COOPERATION AGREEMENT**  
BETWEEN  
USFK/EUSA  
AND  
NFFE LOCAL 1363

The goals of the Union/Management Cooperation Agreement are to further the agency mission, foster more productive and cost effective service to the agency's customers, and enhance the working conditions and morale of the employees. The Employer and NFFE, Local 1363 agree that the common mission is to:

- ? Contribute to the effective development and implementation of modern and progressive work practices to facilitate and improve Employer and employee performance, the accomplishment of the operations of U.S. Forces Korea, and encourage amicable settlement of disputes involving conditions of employment.
- ? Cooperate and communicate in a manner that will result in a positive Labor-Management environment.
- ? The Parties agree to provide each other with regular updates related to the working conditions that impact members of the bargaining unit. The Union has the right and responsibility to develop and communicate suggestions and positions of the bargaining unit.
- ? Both Parties agree that cooperation between labor and management can enhance effectiveness and efficiency, cut down on the number of employment related disputes, and improve working conditions, all of which contribute to the kind of performance and results essential to achieving the agency's mission and to ensuring a safe and secure work environment for all employees. The Parties recognize this will mandate that management and Union leaders trust each other, are open and honest with each other, and respect the different interests that each party brings to the table to build on interests that they share.
- ? Therefore, the Parties agree to work together in cooperation and through this agreement to identify problems and craft solutions, enhance productivity, and deliver the best quality and value of service to our employees.

## APPENDIX A

### Compressed Work Schedules Pilot Project

#### Standard Operating Procedures

Compressed work schedules (CWS) have a basic work requirement of 80 hours in a biweekly pay period for a full-time employee. The tour of duty is defined by the particular schedule the installation or organization chooses to establish. For all compressed work schedules, the tour of duty is arranged in such a way that employees on these schedules will fulfill their basic work requirements in less than 10 days during the biweekly pay period. CWS is always a fixed schedule.

During a six-month pilot period, authority to establish a 5-4/9 plan CWS is delegated to activity commanders and staff principals who report directly to the Commanding General or Chief of Staff, Eighth United States Army. Major subordinate commanders are encouraged to further delegate this authority to commanders or staff principals that report directly to them. The 5-4/9 plan enables an employee to have a work schedule which would consist of eight 9-hour days and one 8-hour day per pay period (i.e., four 9-hour days and one 8-hour day in the first week totaling 44 hours and four 9-hour days in the second week of a pay period totaling 36 hours and no work on the fifth day).

Supervisors in an approved CWS activity will be responsible for determining the best use of a compressed work arrangement and must consider the impact on work effectiveness as well as the benefit to the employee. A CWS is to be considered on a case-by-case basis; it is not required nor recommended that CWS be uniformly available to all positions in an operating unit. Supervisors must provide a written rationale when precluding specific positions from the CWS pilot project.

Supervisors should be cautioned that a CWS places more responsibility on both the supervisor and the employees and requires a greater measure of trust and confidence between Parties. Supervisors must ensure reasonable manning to respond to mission requirements.

This is a strictly voluntary program. Individual participation is voluntary. However, the denial of an employee's request to participate shall not be grievable under the collective bargaining agreement. Employees must comply with CWS rules and minimize changes to their work schedule. Failure to do so shall be grounds for removal from a CWS schedule.

#### **Holiday for employees on compressed work schedules.**

(a) For full-time employees, if a non-working day for CWS falls on a designated holiday by Federal statute or Executive order, the employee is entitled to an in-lieu-of day for that holiday.

## **Employees who are required to attend training**

Employees attending training sessions must adjust their schedule to conform to the hours of the training course. If the hours of the training are less than the employee's CWS tour of duty, after considering the number of days involved, hours of and location at which the training is being held and any other pertinent factors, the supervisor will require the employees to revert to a standard tour of duty (8 hours per day for 10 days) for the pay period(s) during which the training occurs.

## **Employees who are in a TDY status**

(b) If an employee is required to perform temporary duty (TDY) at another location, the employee will normally observe regular duty days and hours of the TDY location. The employee may remain on CWS if compatible with the working hours at the TDY location. The employee shall be removed from CWS for pay period(s) covering travel where incompatible with CWS. Upon completion of the TDY, the employee may return to his/her designated CWS.

## **Evaluation/Assessment**

At the end of the six-month period the CWS pilot will be evaluated. First line supervisors are responsible for maintaining data throughout the pilot period for assessing CWS. Supervisors are also responsible for compiling and analyzing the data and recommending to the activity commanders and/or staff principals the termination, continuation, or modification of the CWS pilot.

Some of the factors, which should be considered to accomplish the assessment, include:

- ✍ Reduction of overtime, since some employees are regularly granted overtime to complete services.
- ✍ Reduction of employee burnout and stress by building an extra day off each pay period.
- ✍ Added quiet time for staff to concentrate on complex work products or to expand office hours for improved service.
- ✍ Reduced on-call time because of expanded work hours.

Management will reserve the right, after ninety days of the test period, to discontinue the CWS in organizations who have experienced an adverse impact because of a reduction in productivity, a diminished level of services furnished to the public, a diminished level of services furnished to that organization's clients, or an increase in the cost of the organization's operations. If there is no adverse impact the CWS will remain in effect.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**U.S. FORCES KOREA/EIGHTH UNITED STATES ARMY**  
**AND**  
**NATIONAL FEDERATION OF FEDERAL EMPLOYEES, LOCAL 1363**

The National Federation of Federal Employees (NFFE), Local 1363 and the U.S. Forces Korea/Eighth United States Army (the EMPLOYER), hereafter referred to jointly as the PARTIES, agrees to work cooperatively in implementing changes directed by the Department of the Defense for reducing the numbers of delinquent accounts for bargaining unit members throughout the Korean peninsula. In order to reduce the number of delinquent travel charge card accounts, the PARTIES agree to the following:

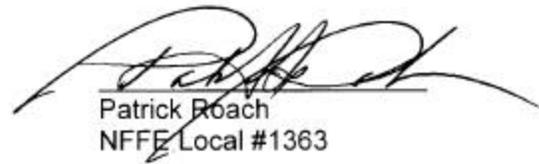
1. Both PARTIES agree that they will abide by all applicable regulations and procedures governing the use of the Government Travel Charge Card Program unless specifically addressed in this MOU.
2. The EMPLOYER agrees to work diligently to establish a split disbursement option in Korea. Under a split disbursement option, travelers may elect to have a portion of their travel settlement related to transportation, lodging and car rentals be forwarded to the travel charge card contractor with the remainder of the entitlement deposited in the traveler's direct deposit account. Further, split disbursement is considered to be a favorable option for the traveler and the EMPLOYER since it would speed payment to the contractor and thus lower the overall delinquency rate.
3. The PARTIES agree that any supervisory discussions pertaining to the lowering of cash and/or credit limits below the established contractor limits will involve the Agency Program Coordinator (APC) and the employee. The employee may request the presence of a Union representative if desired. APC's may, with supervisor's approval, raise cash/credit limits to meet mission requirements.
4. The PARTIES further agree that the EMPLOYER shall not notify the cardholder's supervisor until after the account is considered delinquent for more than 61 days. After 61 days, the EMPLOYER will provide monthly delinquent notices to the commander/supervisors until the account is brought current or placed in salary offset.
5. The EMPLOYER agrees to ensure that each employee will be provided supplemental information, which contains all pertinent instructions regarding procedures for travel charge card use, deactivation instructions, and the types of services that are reimbursable at the time of application.

6. Both PARTIES acknowledge that derogatory credit information or reports will not be released to third party credit bureaus unless the account is over 120 days delinquent and the cardholder has not made arrangements for restitution and the fault can be directly connected to the cardholder.

7. Nothing contained in this MOU shall be construed as a limitation on the right of the EMPLOYER or the Travel Card Contractor to implement new procedures pertaining to the use of the government travel charge card. The designated labor union representative will be notified of new procedures and will be afforded the opportunity to fulfill their bargaining responsibilities prior to any new procedures being implemented.

8. By signing this agreement, both PARTIES agree they are committed to the elimination of delinquent accounts held by employees of the Command.

*for*  
  
M. LAPRELL MURPHY  
Director  
Civilian Personnel Division  
Eighth United States Army  
Date: 15 Mar 02

  
Patrick Roach  
NFFE Local #1363  
Date: 15 MARCH 2002

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**U.S. FORCES KOREA/EIGHTH UNITED STATES ARMY**  
**AND**  
**NATIONAL FEDERATION OF FEDERAL EMPLOYEES, LOCAL 1363**

The National Federation of Federal Employees, Local 1363 and the U.S. Forces Korea/Eighth United States Army, hereafter referred to as the parties, recognize that a productive labor-management relationship is in the public interest and contributes to the effective and efficient operation of the government by promoting progressive work practices and by facilitating and enhancing employee performance. Therefore, in order to facilitate NFFE, Local 1363 request for access to the Employer's communications and information systems to facilitate its means of communications to its members, the Employer agrees to provide the union with a public folder on its government digital network for that purpose. The parties agree to the following:

1. Both parties agree that they will abide by all applicable regulations and procedures governing the use and content of the Employer's Public Folders system and government communications and information systems.
2. Both parties agree that the utilization of the public folder will be for posting general notices, information, and literature and that the content will be displayed in a professional manner.
3. The parties agree that the contents of the folder will not contain material that is profane or that is abusive, offensive, or demeaning towards management and/or any management official or representative. The union further agrees not to post material in the public folder that reflects negatively on the U.S. Government, the employer, or any of the employer's personnel or bargaining unit members. The Union also agrees not to use the public folder to solicit complaints or grievances against the Employer.
4. The parties agree that the use of the public folder is not the forum to argue or litigate issues or disputes that are currently pending between the parties. The parties further agree that information posted in the public folder will be accurate, factual, and non-argumentative.
5. The Employer agrees to allow the exclusive representative an opportunity to send a quarterly informational E-mail message to bargaining unit members notifying them of the establishment and directions for locating and opening the public folder.

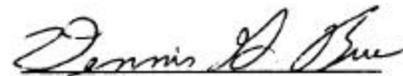
6. The Employer retains the right to monitor information contained in the public folder and to revoke or suspend the union's access to the folder under the same circumstances as such actions would be taken against any other user of the employer's communications or information systems. The parties expressly acknowledge that this agreement is not intended to give the Union any greater privileges or right of access to the employer's communications and information systems than is afforded to any other user of the system. Prior to the Employer revoking or suspending the union's access to the public folder, the exclusive representative will be notified of the reasons for the possible action and both parties will be afforded the opportunity to fulfill their bargaining obligations.

7. Nothing contained in this agreement shall be construed as a limitation on the right of the Employer to implement new written procedures pertaining to the use of public folders. The exclusive representative will be notified of new procedures and both parties will be afforded the opportunity to fulfill their bargaining obligations prior to any new procedures being implemented.

8. By signing this agreement, both parties agree they are committed to improving communications and working relationships.

*for*  
  
M. LAPRELL MURPHY  
Director  
Civilian Personnel Division  
Eighth United States Army

Date: 15 Mar 02

  
Dennis Bue  
Vice President  
NFFE Local #1 363

Date: 15 Mar '02

In witness whereof, the PARTIES hereto have executed this written agreement on this day, 30 October 2002.

**FOR THE UNION:**



DENNIS BUE  
PRESIDENT  
NFFE LOCAL 1363



PATRICK ROACH  
CHIEF, NEGOTIATOR  
NFFE

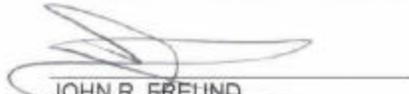


GREGORY RIZZI  
MEMBER, NEGOTIATING TEAM

**FOR THE EMPLOYER:**



DANIEL R. ZANINI  
LIEUTENANT GENERAL, USA  
CHIEF OF STAFF  
UNITED STATES FORCES KOREA



JOHN R. FREUND  
COL, USA  
CHIEF, JOINT US MILITARY  
AFFAIRS GROUP, KOREA



CHARLES E. MOLDEN  
LABOR RELATIONS SPECIALIST  
CHIEF NEGOTIATOR



VAUGHN SKAGGS  
MEMBER, NEGOTIATING TEAM



WALTER FOLGER  
MEMBER, NEGOTIATING TEAM