STIPULATION

In this Agreement wherever “man”, “men”, or their pronouns appear, either as words or parts of words (and other than with obvious reference to named male individuals), they are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

Where ever provisions in this agreement specify a particular individual or office performs a certain task, this is only a guide as to how situations are normally handled. The Employer retains the right to assign work.

PREAMBLE

Pursuant to the policy set forth in Title VII of the Civil Service Reform Act of1978 regarding Federal Labor-Management Relations, the following Articles of this Bargaining Agreement, together with any and all Supplemental Agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the Commanding General, U.S. Army Field Artillery Center and Fort Sill, the Commanding General, IIId Armor Corps Artillery, the Garrison Command, Fort Sill, the Commander, U.S. Army Medical Department Activity, Fort Sill and the Commander, U.S. Army Dental Activity, Fort Sill; hereinafter referred to as the EMPLOYER and the National Federation of Federal Employees Local 273, hereinafter referred to as the UNION.

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the U.S. Army Field Artillery Center and Fort Sill, provide for the well being of employees, maintain high standards of work performance on behalf of the public, to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting other conditions of employment, and to provide means of amicable discussion and adjustment of matters of mutual interest at Fort Sill, Oklahoma; and,

WHEREAS it is recognized that the participation of employees in the formulation and implementation of personnel policies and procedure will contribute substantially to the improvement and efficient administration of the public service; and,

WHEREAS subject to law and the paramount requirement of public service, effective labor management relations within the U.S. Army Field Artillery Center and Fort Sill require a clear statement of the respective rights and obligations of the UNION and the EMPLOYER; and

WHEREAS the employees in the bargaining unit covered by this agreement have stated their desire to be represented in their employment relations with the EMPLOYER by the UNION, and the UNION has been granted exclusive recognition by the EMPLOYER, the parties hereto, in consideration of the mutual covenants herein and intending to be bound hereby, do therefore agree as follows:

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

1.1. The EMPLOYER recognizes the UNION as the exclusive bargaining representative for all employees included in the bargaining unit as defined in Section 1.2 below.

1.2. This agreement applies to and covers all non-supervisory, nonprofessional, appropriated fund employees stationed at Fort Sill, Oklahoma, for which the Commanding General, U.S. Army Field Artillery Center and Fort Sill, Fort Sill, Oklahoma; or the Commanding General, IIId Armor Corps Artillery, or the Garrison Commander, Fort Sill; or the Commander, U.S. Army Medical Department Activity, Fort Sill; or the Commander, U.S. Army Dental Activity, Fort Sill, has delegated appointing authority. Excluded are employees covered under other exclusive bargaining agreements and employees of any other organization that are or may be assigned to Fort Sill for which the Commanding General, U.S. Army Field Artillery Center and Fort Sill; or the Commanding General, IIId Armor Corps Artillery, or the Garrison Commander, Fort Sill; or the Commander, U.S. Army Medical Department Activity, Fort Sill; or the Commander, U.S. Army Dental Activity, Fort Sill, does not have delegated appointing authority; supervisory and management officials, professional employees, confidential employees; and all personnel whose duty station is other than Fort Sill, Oklahoma.

ARTICLE 2

EMPLOYEE RIGHTS

2.1. UNION Membership. Employees in the unit shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, and assist the UNION or to refrain from such activity. The EMPLOYER shall take such action, consistent with law or with directives from higher authority as may be required in order to insure that employees are apprised of the rights described in this section, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the UNION by anyone acting in a supervisory or other capacity for the EMPLOYER.

2.2. Nothing in this Agreement shall abrogate any employee right or require an employee to become or remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The EMPLOYER shall not discipline or otherwise discriminate against any employee because he has filed a complaint or given testimony under any Federal Labor Relations Statute, the negotiated grievance procedure, or any other appropriate procedure for redressing wrongs to an employee.

2.3. The rights of an exclusive representative under the provisions of this subsection shall not be construed to preclude an employee from:

a. Being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or

b. Exercising grievance or appellant rights established by law, rule or regulation, except in the case of grievance and appeal procedures negotiated in this agreement.

2.4. The provisions of this article shall not nullify or abridge the rights of employees or the UNION to grieve or appeal the exercise of the management rights set forth in Article 3, through appropriate channels.

2.5. Informing Employees. It is the obligation of the EMPLOYER and the UNION to provide information relative to the effective administration of this agreement. The EMPLOYER shall take such action consistent with the law or regulation to inform employees of their rights as prescribed in the Civil Service Reform Act of 1978 and this Article.

2.6. Outside Activities. 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 current Ethics Rules for federal employees.

2.7. Employees will not be coerced or in any manner be required to invest their money, donate to charity, or participate in activities, meetings, or undertakings not related to the performance of their official assigned duties.

2.8. Nondiscrimination. The EMPLOYER will not discriminate against an employee because of race, color, creed, religion, sex, national origin, age, marital status, handicapping condition, pregnancy, sexual orientation, or lawful political affiliation. All employees deserve to be treated with common courtesy and consideration. Supervisors and employees will not use abusive or vulgar language in the work place.

2.9. Weingarten Rights. The EMPLOYER shall provide employees notice, annually, of their "Weingarten" rights. The notice shall state:

> "You have the right to be represented by the National Federation of Federal Employees Local 273, at any examination by a representative of the agency in connection with an investigation if:
>
> a. You reasonably believe the examination may result in disciplinary action, and;
>
> b. You request representation."

2.10. Consistent with law and regulation, and upon request, the EMPLOYER agrees to provide information, guidance, and assistance to employees considering making a request for legal representation, against whom suit is brought in civil court based upon activities alleged to be within the scope of their official assigned duties.

2.11. The EMPLOYER is obligated to keep employees informed of rules, regulations and policies under which they must work, including their job duties.

2.12. Counseling and warning sessions involving unit employees will be kept confidential and conducted privately and in such a manner so as to avoid embarrassment of the employee.

2.13. Except for time spent conducting internal union business, employees will be authorized official time, if otherwise in a duty status, whenever meeting with UNION or management representatives, or when discussing, preparing, or filing complaints, provided the employee is properly excused by his supervisor.

2.14. Employees will not be precluded from presenting their views to officials of the Executive Branch, the Congress, or other appropriate authority.

2.15. Employees have the right to working conditions that are safe and healthful.

2.16. The EMPLOYER will make every effort to permit Employees to review their Official Personnel Records as needed, with sufficient advanced notice. Copies of individual documents that are necessary and relevant for proper representation may be provided on a case-by-case basis, at no cost to the employee.

2.17. The UNION shall encourage and assist employees to become aware of their privileges and responsibilities and to become familiar with the guidance in such publications as the Handbook for Civilian Employees, USAFACFS Regulation 690-3, Conduct and Discipline, and pertinent security regulations.

2.18. Employees will be given an opportunity to initial favorable or unfavorable comments entered into their organizational personnel file or other documents maintained in the employee's record files. The employee's initials do not indicate concurrence/non-concurrence with such entries.

2.19. The EMPLOYER will not conduct a search of an employee's personal property unless the employee is present and, if requested, a UNION representative, except in emergency situations or when authorized by appropriate legal authority.

2.20. To the extent facilities are available within the work area, employees will be provided with a climate controlled lunch area. When possible the lunch area should contain a working refrigerator and microwave.

2.21. Employees are entitled to proper and timely compensation for their services. If a paycheck is more than two (2) working days late, the employee may request a reissued check. Employees will designate that their paychecks be sent directly to a financial institution chosen by the employee.

ARTICLE 3

MANAGEMENT RIGHTS

3.1. In accordance with the Civil Service Reform Act, Public Law 95-454, nothing in this Agreement shall affect the authority of the EMPLOYER, subject to section 3.2 of this Article:

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

b. In accordance with applicable laws:

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

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

c. With respect to filling positions, to make selections for appointments from:

(1). Among properly ranked and certified candidates for promotion; or

(2). Any other appropriate sources.

d. To take whatever actions may be necessary to carry out the activity mission during emergencies.

3.2. Nothing in this article shall preclude the EMPLOYER and the UNION from negotiating, at the election of the Agency:

a. On the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the agency will observe in exercising any authority under this section; or

c. Appropriate arrangements for employees adversely affected by exercise of any authority under this section by such management officials.

ARTICLE 4

UNION RIGHTS AND REPRESENTATION

4.1. Recognition. The EMPLOYER recognizes that the UNION, as the exclusive representative of all employees in the Unit, is entitled to act for and negotiate agreements covering all employees in the unit, and to meet with the EMPLOYER with regard to all matters affecting the conditions of employment.

a. The EMPLOYER agrees to respect the rights of the UNION and to meet jointly and negotiate with the UNION, and further agrees to negotiate with the UNION regarding implementation of any new policy or change in existing policy affecting employees or their conditions of employment.

b. The UNION, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems, and to be present at management-initiated discussions or meetings pertaining to policy changes or any other matter affecting conditions of employment of employees in the unit. This right shall apply at all levels of management within the activity. Representation will normally occur at the lowest level at which a matter can be resolved, and the initial point of contact will normally be the lowest level management official with authority to negotiate or resolve the issue. If either party, at the initial contact, feels resolution of a matter is outside their jurisdiction, the matter shall be referred immediately to the next higher level.

c. The EMPLOYER will recognize the officers designated by the UNION, including stewards and alternates. The UNION will supply the EMPLOYER, in writing, and will maintain a list of the UNION officers and officials including stewards.

d. The EMPLOYER will recognize representatives of the UNION National Office.

e. The EMPLOYER agrees that there will be no coercion or discrimination against officers and stewards because of the performance of their UNION assigned or related duties.

4.2. UNION/EMPLOYER Meeting Procedures. The following procedures shall apply to joint UNION/EMPLOYER meetings:

a. The EMPLOYER will consider involving the UNION in the formulation of any new policies. Meetings shall occur as the need arises and before implementation of any policy or act affecting the employees or their conditions of employment. Such joint meetings are considered a part of the initial step used by either party to resolve a problem concerning the working environment; resolve employee dissatisfaction including grievances, appeals and unfair labor practices; administer this agreement; or negotiate a change in policy. They shall be conducted in an atmosphere that will foster mutual respect. UNION/EMPLOYER meetings shall in no way nullify or abrogate the right of the UNION to negotiate new policy or a change to a policy.

b. Joint UNION/EMPLOYER meetings shall be held upon request by either party. Either party should normally provide specific item(s) for discussion in advance of the meetings, although items not submitted may be discussed. New or changed policy proposals, which cannot be readily agreed to, may be submitted for negotiations in accordance with negotiation procedures established in this Agreement. Joint meetings will be conducted during regular duty hours, with UNION officials and representatives authorized official time without loss of leave or pay. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the subject matter for discussion.

c. The UNION has the exclusive right to represent employees in presenting grievances under the negotiated grievance procedure in this Agreement. An employee or group of employees may present a grievance themselves without representation by the UNION, provided that the UNION is a party to all discussions and the grievance processing.

d. The UNION has the right to have a representative present at all discussions between the EMPLOYER and an employee or employees held in the course of proceedings conducted to resolve grievances submitted by a member of the unit. The EMPLOYER will notify the Local President or his/her designee before such discussion is held and will provide the UNION the opportunity to be present. The representative shall be permitted to present the views of the UNION during the discussions.

4.3. The UNION may be permitted to review and copy any government regulations that are determined to be necessary and relevant to a current grievance, at no cost to the UNION.

4.4. Stewards. The UNION shall determine the number and assignment of stewards so as to provide each unit employee and/or each unit supervisor ready access to a steward in accordance with the following criteria:

a. The number of stewards shall not exceed one per 25 bargaining unit employees.

b. There shall be no more than one steward for a group of employees under an one first-line manager, except when the organizational unit exceeds 25 employees that report directly to one manger. In this instance, the ratio of 1 to 25 will apply. Officers and stewards are authorized to represent individuals in any part of the bargaining unit.

c. Assignment of officers and stewards for representational duties will be determined by UNION. Upon request from either party, stewards and supervisors shall discuss informally, items of concern in applications of personnel practices and policies, and other matters affecting working conditions of employees in their work area or designated area(s) and application of this Agreement to avoid misunderstanding and to deter complaints from either party.

4.5. UNION representatives will be permitted to wear identifying nameplates to include name, official Union capacity and local insignia. Exceptions will be made where employee uniform requirements dictate permissible wear and where safety considerations dictate such restrictions. In these circumstances the UNION will be properly notified and permitted to negotiate any restrictions or changes to such policies.

4.6. If the EMPLOYER has or establishes a committee, task force, or work group dealing with conditions of employment affecting bargaining unit employees, the UNION will be advised accordingly. The EMPLOYER will consider giving the UNION the opportunity to designate a representative(s). Prior to implementation of any recommendations the EMPLOYER will give the union the opportunity to designate a union representative.

4.7. Internal UNION Business. Internal Union business such as attending UNION membership meetings will be conducted during the non-duty hours of the employee(s) involved. Upon request and subject to normal security limitations, the UNION shall be granted authority to conduct up to two (2) membership drives of thirty (30) days duration each year, before and after duty hours, during breaks and lunch periods. Upon request, the EMPLOYER shall provide the UNION with a table, bulletin boards and easels for use in such drives. The UNION will also be permitted to use copying machines. The UNION will furnish their own paper.

4.8. The EMPLOYER will furnish to the UNION, upon request, data that is necessary and relevant for the proper representation of bargaining unit when:

a. The data is normally maintained by the agency;

b. The data is reasonably available, and;

c. The data does not constitute internal management guidance, counseling or training provided to management officials relating to collective bargaining.

4.9. The UNION will provide sufficient information with each such request to allow the EMPLOYER to determine the requested information is both necessary and relevant. Such information will normally include the nature of the issue, the effected employee(s), the conditions of employment concerned, and where appropriate, the specific incident or event which gave rise to the request.

4.10. The UNION will submit the request for information to the lowest level supervisor in the organization that has authority over the issue or grievance at hand. In the event the supervisor does not have the information requested or the authority to resolve the issue, he/she will forward the request to the appropriate management official. The UNION will provide a copy of all such requests to the Civilian Personnel Officer or his designate representative.

4.11. To facilitate communication between the UNION and the EMPLOYER and to enable the UNION to more effectively carry out its responsibility to represent all employees in the unit, the EMPLOYER shall furnish the UNION a listing of all employees in the unit at least semi-annually. The listing will include the names, position titles, grades and organization assignments to the branch level.

ARTICLE 5

VOLUNTARY ALLOTMENT OF UNION DUES

5.1. The EMPLOYER shall deduct UNION dues from the pay of employees in the unit subject to the following provisions:

a. The UNION agrees to procure SF-1187s, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

b. The 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 SF-1187's to the Labor Relations Officer of the EMPLOYER.

c. The President or other authorized officer of the UNION shall notify the Defense Finance and Accounting Office when the UNION dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such a notice. Such a change will not normally be effected more than twice in a 12 month period.

d. The UNION will promptly notify DFAS, in writing, when a member of the Local on dues withholding is expelled or suspended.

e. Allotments will be effective at the beginning of the first full pay period after receipt of the SF-1187 by DFAS.

5.2. The EMPLOYER agrees to prepare a biweekly remittance check at the close of each pay period for which deductions are made and forward it to the National Secretary-Treasurer at the National Office. Remittance will be in a single check and will be for the total amount of dues withheld for that pay period.

5.3. The UNION will immediately notify the EMPLOYER, in writing, of any changes in the address of the National Secretary-Treasurer.

5.4. The EMPLOYER will submit an alphabetical listing of the members, amounts withheld, and the anniversary date of dues authorization for each member to the National UNION Office with the remittance check. The list will also include the names of those employees for whom allotments have been permanently or temporarily stopped and the reason therefore (e.g., moved out of the unit, separation, LWOP, insufficient income during pay period), as well as identification of Local number, payroll period, and organizational assignment.

5.5. The EMPLOYER agrees to deduct all back dues from employees for whom allotments had been temporarily stopped due to insufficient income during a pay period, except as prohibited by law.

5.6. A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, and submitting it directly to their Payroll Customer Service Representative (CSR). It is the employee's responsibility to see that written revocation is received in the appropriate CSR office on a timely basis. The EMPLOYER will furnish copies of the SF-1188 to employees on request.

a. Termination of allotment under this section shall be effective with the first full pay period following March 1, provided the revocation is received by the Customer Service Representative by such date and provided the employee has been a member for one (1) full year.

b. If the employee has been on dues withholding for less than one year, the dues withholding will be terminated on the employee s first anniversary date of his signing of the SF-1187, providing the SF-1188 is received by the Customer Service Representative at least one full week prior to that anniversary date.

c. The Defense Finance and Accounting Service shall provide the UNION Local 273 appropriate notification of the revocation. A duplicate copy of the SF-1188 completed by the member will be used for this purpose.

5.7. The EMPLOYER agrees to provide this service without charge and to continue this service regardless of contract status as long as the UNION holds exclusive recognition. The EMPLOYER is responsible for dropping persons who move out of the unit from dues withholding.

ARTICLE 6

JOB DESCRIPTION/CLASSIFICATION

6.1. Each new employee shall be furnished a current copy of his job description. Each employee is entitled to a complete and accurate position description. All employees will be furnished copies of changes to their descriptions as they are made by the EMPLOYER. Employees will receive replacement copies as needed, upon request.

6.2. The EMPLOYER will provide a copy of each major change in a job description to the UNION, prior to implementation. The EMPLOYER agrees to negotiate in accordance with applicable laws, rules and regulations, as appropriate, on the impact and implementation of any such major change(s).

6.3. When an Employee believes that their job description does not accurately reflect the duties being performed, the Employee shall first bring the matter to the attention of the immediate supervisor, in writing. The supervisor may make the corrections requested by the Employee or refer the matter to the appropriate management official for resolution. The EMPLOYER may determine that a desk audit of the position is necessary to determine the actual duties assigned to the position. The EMPLOYER agrees to render a decision on the Employee's request within 60 calendar days of the date of receipt of the request. If the Employee is not satisfied with the EMPLOYER's decision as to the duties assigned, or if the EMPLOYER does not respond within the 60-calendar day limit, the Employee may file a grievance using the negotiated grievance procedures.

6.4. When an Employee believes they are improperly classified, they shall first bring the matter to the attention of their immediate supervisor, in writing. The supervisor or appropriate management official will classify the position and forward the action to the Southwest Civilian Personnel Operations Center (CPOC) for a classification advisory within 60 calendar days. The EMPLOYER will render a final decision within 30 calendar days following receipt of the advisory from SWCPOC. In rendering the decision the EMPLOYER will provide the Employee with a copy of the CPOC advisory opinion. The decision will also state that if the Employee is dissatisfied with the final classification, they may appeal the decision in accordance with 5 CFR 532.701 for Wage Grade employees or 5 CFR 511.603 for General Schedule employees.

6.5. Employees shall be given the opportunity, at least once a year, to review their job description and discuss it with their supervisor or other appropriate management official. If, after reviewing the job description, an employee believes that something should be added or deleted, a written request may be submitted by the employee to the immediate supervisor who shall confirm or deny disputed duties that are performed by the employee, or make other appropriate job-related comments, and forward it to the next higher supervisory level with authority to take appropriate action.

6.6. The requirement that the statement, "performs other duties as assigned" be included on all job descriptions is designed to make clear to employees and supervisors that assignment of duties to employees is not limited by the content of the job description. If an employee considers “other duties assigned” to be immoral, a violation of law or regulations or life threatening, the employee has a legal right to refuse to perform the duties and/or follow procedures under Article 32, Grievance Procedure. This is not meant to preclude the routine cleaning of each employee’s own work area or general cleaning required as part of an entire office in preparation for inspections or special events, or where such cleaning is an essential element of the job itself, such as trades or health care.

6.7. The EMPLOYER agrees that employees in the same grade, job series, and work areas will be given fair and equitable treatment with regard to job assignments and details.

ARTICLE 7

PERFORMANCE STANDARDS AND EVALUATION

7.1. Total Army Performance Evaluation System (TAPES):

a. The EMPLOYER agrees to permit the use of the counseling checklist portion of the Base System Civilian Performance Counseling Checklist/record, on page 1 of DA Form 7223-1, May 93, in the Senior System, at the option of the Senior System Rater. It is understood that the DA Form 7223-1 will not become a part of any senior level employee's official rating file.

b. The optional "values" section of the appraisal form will be used in accordance with the instruction contained in the DA Pamphlet 690-400, page 50.

c. To the fullest extent possible, performance standards/objectives developed under TAPES will be consistent with the duties and responsibilities contained in a properly classified position description.

d. To the fullest extent possible, performance standards/ objectives should be reasonably obtainable.

7.2. An employee must work under the evaluating supervisor for at least one hundred and twenty (120) calendar days, except when a rating supervisor is not able to participate in the preparation of a performance rating (e.g., extended illness, death, reassignment or resignation). In such cases it will be done by the new or next level supervisor by the due date.

7.3. The EMPLOYER and the UNION agree that the development of performance plans and identification of performance objectives will be a joint effort. Employees and their supervisors shall meet at least once each year to discuss the performance standards and objectives to be applicable for the coming rating year. The standards and identified objectives shall be put in writing, reviewed, and signed or initialed by the employee and supervisor. Further amendments may be made during the rating year, and these amendments should be noted with the parties' initials and date. The EMPLOYER will make the final decision on the standards and objectives.

7.4. Application.

a. The supervisor will discuss the employee's job performance with the employee in private surroundings at least at midpoint of the rating period. Such discussions should be held during normal duty hours, not stand-by time.

b. If the supervisor has identified shortcomings in the employee's performance, the employee shall be notified as soon as possible when the problem is perceived. The supervisor will suggest ways for the employee to improve in order to more satisfactorily perform duties at expected levels.

c. All performance evaluations will be reviewed and approved as required in AR 690-400, Chapter 4302. A follow-up discussion may be held after the initial discussion.

d. Prior to the date an employee is eligible for a within grade increase, the EMPLOYER will review the work of the employee. When a supervisor's review leads to the conclusion that the employee's work is not at an acceptable level of competence, the supervisor should provide to the employee, in writing, at least 60 calendar days before the employee is eligible for the within grade increase, the following:

(1). An explanation of those aspects of performance in which the employee's service falls below an acceptable level.

(2). What the employee must do to bring his/her performance up to the acceptable level.

e. If the employee's performance improves to success level 3, the employee's within grade increase will be approved. If the employee's performance does not improved, the EMPLOYER will notify the employee, in writing, that the within grade increase is being withheld. The notice will include reasons for the action and will also inform the employee of his rights.

ARTICLE 8

EMPLOYEE DEVELOPMENT

8.1. The EMPLOYER and the UNION agree that the training and development of employees within the unit is a matter of primary importance to the parties.

8.2. The UNION may submit suggestions and recommendations to the EMPLOYER concerning trainee programs and the technical content, thereof. The standards adhered to will be consistent with the training needs of the activity.

8.3. The EMPLOYER shall make every reasonable effort to provide assistance, recognition and opportunity for training of employees when the need for training is related to the individual's officially assigned duties or is related to job training opportunities provided for in pertinent regulations and directives relating to training opportunity and availability. Training required by the EMPLOYER, except those knowledge's, skills or abilities that are minimum qualifications of the job, will be accomplished at the EMPLOYER's expense.

8.4. Supervisors will, upon request of an interested employee, suggest or identify training that can aid in achieving defined objectives and goals of the employee and EMPLOYER. Available training programs will be discussed with the employee who would normally be eligible for such training. Training courses and materials furnished by the EMPLOYER will be distributed on a fair and equitable basis.

8.5. Employees may avail themselves of training opportunities provided by the Employee Development Program, the College Trainee Program, the Management Development Trainee Program and any other offered training in accordance with applicable regulations.

8.6. The EMPLOYER agrees to record official training (requires a DA Form 1556) accomplishments of eight (8) hours or more in the employees official personnel folder. For periods less than 8 hours or for non-government training, the employee may submit a Fort Sill Form 1001 to update their training accomplishments in their official personnel folder.

8.7. If agency training is not available and funds are available, employees with the need to know may be sent to outside schools to provide adequate training.

8.8. The EMPLOYER, in accordance with existing regulations, may modify an employee's work schedule to assist him in undertaking an outside educational program.

8.9. The EMPLOYER agrees that travel to attend training away from the normally assigned work place will be administered in accordance with applicable regulations.

8.10. An employee participating in an EMPLOYER sponsored and approved directed study course may be given related assistance by management to include necessary and reasonable duty time for study when properly authorized and the mission will allow.

8.11. In the case of requirements for personnel to instruct or train other personnel, consideration will be given by management for loss of productivity due to the training efforts.

ARTICLE 9

WORK WEEK AND HOURS OF WORK

9.1. Standard Workweek. The standard workweek shall consist of forty (40) hours spread over five (5) consecutive eight (8) hour days, Monday through Friday with the normal hours from 7:30 A.M. to 4:00 P.M. with a 30 minute unpaid lunch period or 7:30 A.M. to 4:30 P.M. with a 1 hour unpaid lunch period. The standard workweek will be the period for which an employee is paid his straight-time pay rate. Supervisors cannot arbitrarily change the basic workweek of the unit/organization without UNION notification and negotiations, except as allowed under the provisions of 5 CFR Part 610.

9.2. Work Schedule. The EMPLOYER shall give the employee at least ten (10) workdays notice prior to the first administrative workweek in which the change in tours occurs, except in emergencies and where the mission requires the change.

9.3. Employees shall be allowed two (2) fifteen (15) minute breaks during an eight (8) hour workday, in the general area of the facility. Employees may be allowed to take their rest break away from the immediate work site where the nature of the work permits and they inform their supervisor and/or coworker. Employees scheduled to regularly work less than eight (8) hours, but more than four (4) hours will be authorized one fifteen (15) minute break and, at the employee's request, one thirty (30) minute scheduled, unpaid lunch period.

9.4. Employees who work overtime shall be allowed a fifteen (15) minute break at the beginning of overtime and a twenty (20) minute break during the middle of each consecutive four (4) hour period of overtime worked.

9.5. Alternate Work Schedules. Employees may request to work an alternative work schedule. Requests should be in writing and submitted to the employee's immediate supervisor who has authority to approve the request. Should an employee's request be denied, the employee will be provided compelling written reasons for the denial, upon request of the employee or his representative. Denials must be based on operational requirements. Alternative work schedules available to unit employees include:

a. Four-day workweeks at 10 hours per day.
b. The 5-4/9 plan.

9.6. Shift and Tour Work. Assignment of employees to work irregular or rotating tours will be accomplished on a rotational basis from the qualified employees of the organizational element that has established the irregular tours. Employees working such irregular or rotating tours will be given the opportunity, based upon seniority rights as described below, to elect or designate their beginning shift rotation. The selection of employees to be assigned to irregular (fixed) tours of duty will be based on individual employee preferences and qualifications, whenever possible. If assignment is required contrary to employee preferences, selection will be made on length of continuous civilian Federal service at the title and grade being staffed in the organizational element which has the responsibility for staffing the irregular tour. Unnecessary rotation of employees from shift to shift or tour to tour shall not be practiced.

9.7. Employees may leave the work area during lunch periods except for employees in a paid lunch period.

9.8. Full-time tours of work shall consist of a total of eighty (80) hours over a two (2) week pay period. The days off will be consecutive unless negotiated otherwise with the UNION. Shift and/or tour schedules will be posted at least ten (10) work days in advance of the assignment, unless there is an emergency mission requirement, then notice will be given as soon as the need is known. An employee will normally have a two (2) day "weekend" off between shift and/or tour changes.

9.9. Holidays. Employees shall be granted or paid for all holidays given to Federal employees by statute and shall also receive holidays granted through Executive Order or in accordance with Government-wide regulations. Employees required to work on their normally scheduled holiday shift will be granted both holiday pay plus their straight pay.

ARTICLE 10

CLEANUP TIME

Employees shall be granted reasonable time for:

a. Securing and returning tools, equipment, and supplies;

b. Changing clothes when the nature of the duties performed require contact with toxic or dangerous materials or dirty work; and

c. Necessary cleaning of their work area.

ARTICLE 11

LEAVE

11.1. Annual Leave. Employees shall accrue annual leave in accordance with applicable statutes and regulations. Each employee must receive approval to use leave. Applications for annual leave will be considered promptly and will be approved in advance, based on needs of the AGENCY. Approval of an employee's request for accumulative annual leave shall be granted, subject to operating requirements, and provided that the employee gives his supervisor reasonable advance notice. Approval will normally be withdrawn only in case of emergency or mission essential situations. When employees can be spared from their duties, annual leave will be granted freely for personal purposes. When the EMPLOYER finds it necessary to cancel previously approved leave and/or deny the specific period requested by an employee, the reasons for such action will be explained to the affected employee, in writing upon request of the employee, as soon as the need is known. Denial should be reasonable and equitable and not show discrimination against any employee. In such cases the employee and the supervisor will try to agree on a new schedule for the leave, as soon as possible.

11.2. Management has the primary responsibility for determining when and to the extent that annual leave is to be taken, as well as the responsibility for requiring annual leave to be taken when necessitated by circumstances. The following principles shall be followed in scheduling and taking annual leave:

a. Each supervisor who has the administrative authority to approve leave will prepare a leave schedule not later than 1 April of each year for the employees under his supervision. In preparing the schedule, the desires of employees as to the time for taking leave will be considered if possible. Determination as to the time and amount of annual leave which is to be granted generally should be on the basis of mutual agreement between the employee and his supervisor. The controlling criteria, however, will be workload and operational necessity. As a minimum, the schedule will provide for all employees to take all leave which would otherwise be forfeited (use or lose leave) at the end of the leave year. To the extent permitted by work conditions, each employee with sufficient leave accumulated or to be earned during the year will be allowed to schedule an extended period of leave for vacation purposes and to utilize any remainder without formally scheduling it, so long as the use is approved by the supervisor. An employee who declines to take leave as scheduled will not, in any way, prejudice his right to take leave at other periods during the year if it is determined that his services can be spared on other dates.

b. Annual leave is subject to prior approval by the appropriate supervisor; however, retroactive approval may be given where circumstances warrant. Employees will normally be required to initial annual leave on the time and attendance record prior to going on leave to show that the leave was requested and approved. In cases where the employee cannot initial the time and attendance report, application for leave and its approval will be made on an OF-71, Application for Leave. Normally, employees will not be denied the use of annual leave which they otherwise would be required to forfeit because of the maximum accumulation or forfeiture rules. Where such denial is required by the EMPLOYER due to operational extingencies, the forfeited annual leave will be restored for use in the next leave year, provided the leave was scheduled in advance and approved, in writing, before the start of the third pay period before the end of the leave year.

c. An employee requiring emergency or unscheduled annual leave will notify his supervisor as early as practicable prior to the start of their duty day. Under extreme mitigating circumstances, employees or an immediate family member (where the employee is not available to call due to the emergency situation) may notify the supervisor or other designated official within 2 hours after the start of the employee's tour of duty. Such requests for emergency annual leave normally will be granted for reasonable periods unless there are compelling work circumstances to the contrary or unless the employee has been previously notified that his requests for unscheduled annual leave are excessive or questionable. Employees who are granted emergency unscheduled annual leave may be required to substantiate the necessity of such leave by submission of such evidence as is reasonable under the attendant circumstances, upon return to duty.

d. The minimum charge for annual leave is fifteen (15) minutes, and additional charges will be in multiples thereof. The maximum charge for the regularly scheduled 40-hour workweek is forty (40) hours (for standby employees, all of the hours in the regularly scheduled tour of duty, including holidays on which the duty was scheduled). The maximum charge per week for a non-standard tour is the number of hours scheduled in their weekly tour of duty. Absences caused by tardiness may be charged to annual leave at the discretion of the appropriate supervisor, but, in such cases, the employee will not be required to perform work until the full time charged to annual leave has elapsed.

11.3. In the case of transfer within a facility of an employee from one organizational element to another, the EMPLOYER will give every possible consideration to approve previously scheduled leave.

11.4. Upon resignation or termination, employees will receive payment for any unused annual leave balance in accordance with applicable regulations.

11.5. Employees shall be granted time off to observe religious holy days of their faith, if their absence will not unduly hamper operations. Such time off will be charged to annual leave, if available, leave without pay, or the employee may request a schedule change for the specific days.

11.6. The EMPLOYER will announce any planned or emergency shutdown or reduction of operations to employees as soon as practical after the decision is made of such requirement. During any period of shutdown or reduced operations, every possible effort will be made, to include possible details to other organizations, to provide other available work for employees who request it or do not have annual leave to their credit. In the event no meaningful work can be accomplished during the shutdown or reduction in operations, the employee(s) may be required to use their annual leave and/or leave without pay to cover the period.

11.7. Sick Leave. Unit employees shall earn and be granted sick leave in accordance with applicable regulations. The EMPLOYER and UNION agree that sick leave is intended to ensure against a loss of income when the employee is incapacitated by illness or injury. The parties agree that sick leave is not intended to supplement annual leave.

11.8. Sick leave, if available, shall be granted to employees incapacitated for the performance of their duties by sickness, injury, pregnancy and medical confinement, or for medical, dental or optical examination or treatment, or where a member of the employee's household has a contagious disease ordinarily subject to quarantine and which might endanger the health of others where the employee works, or as authorized under the Family Friendly Leave Act (FFLA) or Family and Medical Leave Act (FMLA). Employees absent because of sickness or injury must notify their supervisors or other designated management official as soon as possible prior to the start of their shift. Under extreme mitigating circumstances, employees may notify their supervisor or other designated official within 2 hours after the start of their shift. Unless the duration of the absence is clarified by medical authority, the employee is required to contact their supervisor for each day of absence from duty.

11.9. Requests for sick leave for medical or dental examination or treatment will be requested and approved in advance where the medical situation permits.

11.10. The EMPLOYER may require that an employee furnish a medical certificate for each sick leave absence which he claims was due to incapacitation for duty, if there is valid reason to believe the employee is abusing sick leave. In such cases, the employee will be advised, in writing, that a medical certificate will be required for any subsequent sick leave absence. The Supervisor shall review this requirement after 90 days for the purpose of determining if such a requirement should be eliminated. If no further sick leave abuse is suspected, the sick leave restriction letter will be rescinded immediately.

11.11. Absences of three (3) consecutive workdays or less will normally not require more than the personal certification of the employee as to his incapacitation for duty. The employee's initials on his time and attendance report may constitute his certification. In the event the time report is not initialed, the employee's personal certification on an SF-71 or OPM Form 71 will be furnished within the pay period of his return to duty.

11.12. Absences of more than three (3) consecutive workdays will normally require a properly executed medical certificate. However, supervisors may, at their discretion, accept the employee's personal certification on an OF-71 or OPM Form 71, Request for Leave or Approved Absence, if they have personal knowledge of the incapacitation. In such instances the employee will complete the OF-71 or OPM Form 71 and give it to their immediate supervisor for approval. The supervisor will then sign the form, indicating approval, and maintain the form to support the leave as required by current time keeping regulations.

11.13. In cases of prolonged absence due to illness, a medical certificate from the attending physician must be submitted at intervals of one (1) month, unless the initial certificate specifies clearly the length of time the employee will be incapacitated or should remain inactive.

11.14. Employees officially released from duty for medical reasons will not be required to furnish a medical certificate to substantiate sick leave for the day released from duty unless the employee is required to provide such medical documentation based on the provisions of paragraph 11.10 above. The day of release from duty will not count towards the three (3) consecutive days discussed in 11.12 above.

11.15. The EMPLOYER may advance employees up to a maximum of 240 hours of sick leave in cases of serious illness or disability, including pregnancy, upon a written request. A request for advanced sick leave must be submitted, in writing to include a doctor's statement, and is subject to the Directors/Commanders approval, provided that the employee has exhausted their accrued sick leave; has not established a pattern of sick leave abuse and has furnished reasonable evidence of being able to return to work on a permanent basis following the absence. Where it is known or anticipated that an employee is to be separated, the total advance may not exceed an amount that can be liquidated by subsequent accrual prior to the separation.

11.16. Leave Without Pay. Leave without pay is a temporary non-pay absence from duty, which is granted at the employee's request. The authorization of leave without pay (LWOP) is a matter of administrative discretion, except see a. below. In most cases, LWOP is the result of a lack of sufficient leave credits to the employee's account to cover all or a portion of the requested period of absence, and is subject to the same approval as that required had there been a sufficient annual or sick leave balance.

a. LWOP, regardless of duration, will normally be denied to any employee who has an accrued or accumulated balance of annual leave. Exceptions to this policy will be made under the conditions of (1), (2) and (3) below, and may be made under the circumstances described in (4), (5), (6), (7), (8) and (9) below.

(1). When a disabled veteran needs medical treatment for his or her disability.

(2). When a Reservist or National Guardsman is called to active duty (AD) , annual training (AT) or active duty for training (ADT).

(3). Where an employee requests LWOP under any of the provisions of the FMLA.

(4). When an employee requests a period of ninety (90) days LWOP, such leave will be granted to career or career conditional employees because they are dependents of service personnel or a head of household who are obligated to move on rotational assignments, or upon the transfer of a function or activity.

(5). When an employee is injured or claims to be either injured or suffering from an occupational disease and cannot report for duty, until the initial claim is either denied or the employee is placed on the Department of Labor's long term disability rolls.

(6). When an employee can be excused from duty due to a lack of work or closure of a facility and requests LWOP in lieu of a charge to annual leave and the employee does not have a use or lose leave balance.

(7). When an employee is participating in a cooperative training program or is in receipt of an award or grant for study and research purposes.

(8). When an employee requests leave for the purpose of serving with a labor organization.

(9). When an employee becomes disabled for current position and applies for disability retirement until OPM issues an initial decision approving or disapproving the application.

b. Periods of LWOP will or may be granted by supervisors or operating officials using the following procedures:

(1). Requests for LWOP periods less than thirty (30) consecutive days will be submitted using an OF-71 or OPM Form 71 leave form and approved or disapproved by the supervisor in advance of the absence.

(2). Requests for extended LWOP [periods in excess of thirty (30) days will be submitted to the appropriate Commander or Director on a SF 52, Request for Personnel Action, together with the employee's request for leave. A ninety (90) day LWOP request to follow a military member or head of household must also be accompanied by a resignation SF-52 with an effective date 90 days after the start of the employees LWOP.

11.17. Administrative Leave. Administrative leave is treated as time worked for all purposes, except that the employee is excused from his regular assigned duties. Administrative leave may be granted, with prior approval of the immediate supervisor, under the following circumstances:

a. Up to four (4) hours immediately following the donation to recuperate from a blood donation for which the employee is not paid for the donated blood.

b. Registration with or required appearance before the employee's draft board.

c. For voting in governmental elections, federal, state, county and municipal elections, a reasonable amount of time to vote will be granted, including time to commute, when the polls are not scheduled to be open either 3 hours before or after the employees scheduled tour of duty.

d. Fulfillment of administrative responsibilities in connection with a non-local transfer or separation.

e. Fulfillment as a witness in the employee's official capacity as an employee, serving as a witness on behalf of the Agency or the United States government in compliance with applicable regulations.

f. Administrative leave may also be granted under the following conditions:

(1). Supervisors may approve brief periods of absence up to fifty-nine (59) minutes.

(2). Other administrative leave may be granted at the EMPLOYER's discretion.

11.18. Climatic and Disaster Reasons (Not including Homeland Security).

a. When operations are interrupted by disasters, floods, hurricanes, severe storms, fire, and similar situations, and a decision is made to close all or part of the installation, the employees may be excused from duty without charge to leave or loss of pay.

b. When all or part of the installation is not closed, but due to climatic conditions or the breakdown of transportation facilities, it is impossible for some employees to report to work, it is within the administrative discretion of the Commanding General to excuse such absences without loss of pay or charge to annual leave, or to require the use of annual leave. However, the same policy will be applied with respect to all employees similarly affected.

c. When it is desired by the Commanding General to excuse employees for managerial, climatic, or disaster reasons, the information will be disseminated through news media such as radio or television. Where mission permits, operating officials and supervisors should permit employees to make maximum use of annual leave when climatic conditions produce hazardous driving to and from work which results in congested traffic, and especially where full utilization of employees is not possible.

d. When a decision is made to release employees from duty early because of hazardous road conditions, those released employees will be granted excused absence. Release will normally be in phases with the final group of employees being released no later than one (1) hour after the release of the first group of employees. When the installation is to be closed, the Commanding General or his designee shall make the final administrative decision. This will include weekends that employees may be assigned to duty.

e. Employees that occupy positions designated as Essential by the Commanding General, Commander, Director or Activity Head will follow their unit SOP's.

11.19. Maternity Leave.

a. Maternity leave is a period of approved absence for incapacitation related to pregnancy. It is chargeable to sick leave, or any combination of sick leave, annual leave, or LWOP. When medical authority properly establishes incapacity, the use of leave for maternity reasons is a right accruing to the employee.

b. With proper medical supervision, the healthy women can be employed during a normal pregnancy with minimal limitations imposed for health and safety, depending upon the rigors of the job. The employee should be considered physically able to work during at least the first 28 weeks of pregnancy and even into the 36th week if her work is not too physically demanding. Ordinarily, the employee should remain off work at least six weeks after delivery. She should be allowed to return to work prior to this time only with the clearance of her physician.

c. An employee should report pregnancy as soon as it is known so that steps can be taken to protect the employee's health or improve her working conditions, and also so that necessary staffing adjustments may be planned. When there is any question as to the employee's physical condition, the employee should be requested to furnish a medical certificate, if one has not already been presented, so that necessary action may be taken. Where competent medical advice indicates that the employee should not be permitted to work and the employee does not request leave; she may be required to take leave in order to prevent injury to her health.

d. Rules regarding medical certification for maternity absences are the same as any other type of incapacity, regardless of the type of leave to which the absence is charged. Any absence, either before or after delivery, which is not due to the employee's medical incapacity to work must be charged to annual leave or LWOP and is subject to the normal approval of the supervisor.

e. Due to the nature of temporary employment, it may be necessary to deny approval of annual leave and LWOP for maternity reasons to temporary employees, if work requirements so dictate.

11.20. Military Leave. Military leave is an absence from a civilian position without charge to annual leave or loss of pay for those employees who are members of Reserve Components of the Armed Forces (U.S. National Guard, U.S. Army Reserve, U.S. Naval Reserve, U.S. Marine Corps Reserve, U.S. Air National Guard, U.S. Air Force Reserve, and U.S. Coast Guard Reserve). Military leave is granted to members of Reserve Components who are full-time civilian employees serving under appointments not specifically limited to one (1) year or less. In order for such leave to be granted, the military order calling the employee to active duty is sufficient evidence for the initial authorization. Upon return to civilian duty, each employee must furnish official evidence of his performance of military duty. Military leave is authorized under two conditions:

a. Active Duty (AD), Active Duty for Training (ADT) and Annual Training (AT), and Inactive Duty for Training (IDT). Military leave is granted for the purpose of active military duty which includes duty on the active list, full-time training duty, annual training duty, attendance at unit drills and attendance while in the military service at a school designated as a service school by law or by the Secretary of the military department concerned. The amount of leave available for such purposes is controlled by the applicable government-wide laws, regulations, and Comptroller General's decisions.

b. Aid to Enforce the Law. Military leave for up to twenty two (22) work days in a calendar year is authorized when the reservist or national guardsman is called to duty to provide military aid to enforce the law.

11.21. Court Leave.

a. Court leave is the authorized absence, without charge to leave or loss of compensation, of an employee from official duty for jury duty or for periods of time when the employee is summoned to appear in a nonofficial capacity as a witness in a judicial proceeding to which the Federal government or a state or local government is a party.

b. Employees are considered to be on official duty, rather than court leave, when they are summoned to:

(1). Testify (whether in an official capacity or nonofficial capacity) or produce records on behalf of the United States Government or the District of Columbia.

(2). Testify in an official capacity or produce official records on behalf of a state or local government, or a private party.

c. The Department of the Army considers response to calls for jury duty and other court services the civic responsibility of all its employees. To this end, requests that the employees be excused from jury duty will be limited to those instances where their services are required to meet essential work schedules and where public interests are better served by the employee remaining on duty.

d. Court leave for witness service (as distinguished from official duty while testifying in official capacity or producing records) may not be granted when only private parties are parties to the court proceeding. A charge to annual leave or leave without pay will be made in such cases. The employees may retain any fees paid, in this case.

e. When an employee is in receipt of orders, a subpoena, or other summons from a court to appear on behalf of a State or local government, or to present himself for jury duty in any Federal, State, or Municipal court, court leave will be granted for the day(s) when service is rendered to the court. An employee may not be granted annual leave in lieu of court leave in order to retain court fees. If an employee is excused or released by the court for any day or a substantial portion of a day, he is expected to return to duty (except when only an hour or two remains in the daily tour) provided that return would not cause hardship because of the distance from home, duty station, and the court. Failure to return to duty may result in a charge to annual leave, leave without pay, or absence without leave. It is the responsibility of each supervisor to assure himself that each of his employees who is granted court leave is aware of the provisions of such leave, and that they comply accordingly.

f. An employee who is to be absent on court leave is required to present the court order, subpoena, or summons to his immediate supervisor as far in advance as possible. Such notice should be presented before court leave is approved by the supervisor. Upon return to duty, written evidence of his attendance at court is required, showing the dates (and hours if possible) of the service. Generally, such statements may be obtained from the court clerk. This statement should be forwarded to the installation finance Customer Service Representative (CSR) through the employee's pay clerk. Fees received must be turned in to the employee's budget office. Employees should contact their Customer Service Representative (CSR) for instructions on how to return the fees.

g. A night shift employee who is called to jury duty or to testify on behalf of a State or local government will be granted court leave for a commensurate part of his scheduled night tour. In determining the amount of time to be charged as court leave, supervisors should accord night shift employees the same considerations as those on day shift, i.e., time should be allowed for travel to and from court and for any necessary clothing changes.

h. An employee on leave without pay when called to jury duty is not eligible for court leave, since court leave may only be granted to employees who are in a pay status. When an employee is called to jury duty while on annual leave, court leave will be substituted.

11.22. Absence Without Leave.

a. Absence without leave (AWOL) is an absence from duty which has not been authorized or approved by the proper official. In such cases, pay is denied for the entire period of absence. However, where it is administratively determined that the absence without prior authority is excusable because of conditions which rendered approval impracticable, the charge to absence without leave may be changed to annual leave, sick leave, or leave without pay as appropriate.

b. If the supervisor determines that an employee's absence should be charged as AWOL, he may contact the Directorate of Civilian Personnel for an opinion on the appropriateness of such charge, prior to submission of the charge of AWOL on the Time and Attendance Report.

c. Carrying an employee as absent without leave on the Time and Attendance Report is not a disciplinary action, although the employee is not paid for that absence. When a supervisor charges an absence as AWOL, he must decide whether disciplinary action is warranted and necessary as a corrective measure.

ARTICLE 12

OVERTIME

12.1. Employee Assignment. When overtime* is required, employees normally assigned to the duties performed on such overtime will be allowed to perform the overtime work. Care will be taken, to the extent possible, to ensure that employees in the same work unit and job classification performing the work during the normal duty hours receive the first opportunity for such work on the basis of equal distribution. In no case will overtime work be assigned to any employee as a reward or punishment.
*Note: Overtime (OT) consists of work over 8 hours in a day or 40 hours in a week for employees that work an additional day or days or are on an alternate work schedule other than 8 hours per day.

12.2. Distribution. Records showing the overtime distribution shall be maintained according to Army regulations. All qualified employees shall have an equal opportunity to share in the overtime. When an employee indicates unwillingness to perform overtime, the EMPLOYER shall make every effort to accommodate the employee's request to be excused from overtime work, provided that another qualified employee is available for the overtime.

a. Employees will not be required to work overtime when an employee has started a scheduled vacation, unless the employee volunteers or it is necessary for the employee to perform the duties required and there is no one else available to do the work, and the EMPLOYER has been notified that the employee cannot work overtime for medical/health reasons.

b. Sunday overtime work should first be solicited on a voluntary basis from qualified volunteers.

12.3. Compensation. Non-exempt employees covered by the Fair Labor Standards Act (FLAS) shall not be compelled nor permitted to work overtime without compensation. Exempt employees shall not be compelled to work without compensation. Employees shall be compensated for any partial hour worked in increments of fifteen (15) minutes.

12.4. Upon receipt of a timely request, an employee will be excused from a planned overtime assignment, provided another employee in the section or activity affected, in the same job category and possessing the required skills, is available for the assignment and is willing to work overtime. An employee required to work overtime due to the unexpected absence of another employee on the shift immediately following his, will be relieved as soon as possible, provided a substitute can be obtained to perform the work required.

12.5. Employees called back in to work outside of and unconnected with their basic work week shall be paid a minimum of two (2) hours pay even if the employee is not needed to work the entire two (2) hours. Any employee called in to work on shifts outside his basic workweek shall be promptly excused upon completion of the job that he was called in to perform unless needed to work on another job.

12.6. It is agreed that records of overtime worked will be maintained by the EMPLOYER and shall be disposed of in accordance with applicable regulations governing records disposition.

12.7. When directed overtime work is necessary, an employee will be given as much advance notice as possible. Normally, notice will be provided at least one week in advance.

12.8. Compensatory Time.

a. Employees, that are exempt from the provisions of the Fair Labor Standards Act (FLSA), whose rate of basic compensation exceeds the maximum scheduled rate of a GS-10, may be required to take compensatory time off in lieu of overtime pay. Other employees, including wage grade employees will be paid for overtime unless they voluntarily accept compensatory time. This category of employees will not be coerced or required to accept compensatory time in lieu of overtime payment.

b. Compensatory time must be granted within a reasonable period of time after overtime work was performed, ordinarily during the same pay period and not later than the end of the twenty sixth (26th) pay period following that in which the overtime work was performed.

c. Compensatory time will be granted on the basis of one (1) hour off duty for each overtime hour (or 15-minute multiples) worked, and not on a time and one-half basis. If compensatory time off is not taken within the prescribed period, the employee will be paid for such time based upon the rate in effect at the time the overtime was worked.

ARTICLE 13

ENVIRONMENTAL DIFFERENTIAL PAY

13.1. When the UNION determines that a local work situation may warrant coverage under payable categories of Environmental Differential Pay, in accordance with government wide regulations applicable at the time, (currently Appendix A, 5 CFR 532, Subpart E (Wage Grade), or Appendix A, 5 CFR 550, Subpart 1) (General Schedule), it will notify the Civilian Personnel Officer of the title and location of the position(s). The notice will detail the nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from that exposure meets the conditions set forth in the CFR's. Within fifteen (15) calendar days of the receipt of the UNION's position, the parties will meet for the purpose of consulting on the issue. If the EMPLOYER's decision on the matter is not acceptable to the UNION, the UNION may elect to file a grievance following the procedures within this agreement.

13.2. When a determination is made that a job or jobs are no longer entitled to EDP or there is a need to decrease the pay of the employees, the EMPLOYER shall notify the UNION in advance and provide the UNION the opportunity to negotiate as appropriate.

ARTICLE 14

REDUCTION IN FORCE

14.1. Through careful planning and use of other administrative techniques, management official's at all organizational levels should seek to avoid the necessity of entering into a formal reduction in force (RIF) action. All reduction in force (RIF) actions will be run in accordance with 5 CFR Part 351 and the provisions discussed in this Article.

a. Prior to the implementation of any management policy or decision concerning a RIF, the Union will receive a copy of such proposed action and be provided time to review management proposal and to provide comments and suggest changes. In the event that a RIF is determined to be necessary, the provisions listed below will be the exclusive procedure to be used.

b. The EMPLOYER agrees that, in the event of a RIF or a reorganization where separation will occur, an outplacement program will be implemented. The primary goal of this program will be to find a position in the Federal Service for each affected employee commensurate with that employee's skills, experience, and career goals. To the extent feasible, finding a non-Federal sector position meeting these requirements will be a secondary goal of the program.

14.2. The EMPLOYER shall:

a. Provide the UNION a copy of the request to higher headquarters seeking the authority to conduct a RIF, and their reply, the same day Congress is notified, if possible, but no later than the next working day.

b. Notify the UNION when it is determined that any unit positions will be affected by RIF. Upon request, the EMPLOYER will brief the union concerning expected impact on unit employees.

c. The EMPLOYER will establish a cutoff date for the submission of performance appraisals for use in computing the Employee's adjusted service computation date and for Employee's submitting updates to their own OPF's for use in determining their qualifications for RIF placement. That date will be no more than 140 days prior to the expected date to issue RIF notices. No updates received after the cutoff date, from any source, will be used in conduct of the RIF.

d. The Employer will notify all Employee's of the cutoff date via Command Channels and normal news media, at least 20 work days prior to the cutoff date. The EMPLOYER and UNION jointly recognize the importance of Employee's maintaining up to date information in their OPF's for RIF purposes. The EMPLOYER agrees to provide information or assistance to Employee's concerning supplemental experience statements and other information regarding the Employee's OPF for RIF purposes.

e. At least seven (7) days prior to the issuance of RIF notices, give the UNION access to review the 1st and 2nd round placement sheets and other relevant records pertaining to the conduct of the RIF.

f. On the day that RIF letters are issued, an updated annotated copy of the 1st and 2nd round placement sheets will be provided to the union. All changes to the placement sheets will be provided to the UNION on a daily basis.

g. Specific notices to affected Employees will be issued at least 60 calendar days prior to the effective date of the RIF.

14.3. The EMPLOYER will consider placing a freeze on all hiring at least 90 days prior to the effective date of the RIF and for the life of the RIF.

14.4. For RIF purposes, TRADOC/IMA activities will constitute a single competitive area which shall include all positions in those activities and MEDDAC and DENTAC will constitute as single competitive area which shall constitute all positions in those activities.

14.5. The EMPLOYER will ensure compliance with the provisions of this Agreement. It will also carry out the following actions to provide effective placement of personnel in the RIF, and ensure promotion and reemployment rights consistent with laws and government wide regulations.

a. Review all the following for the purpose of minimizing downgrade and loss of employment:

(1). Retirement of any employee.

(2). Resignations, transfers, or other loss of employees.

(3). Any other event which creates a vacant position at or below the current grade of an adversely affected employee for which he may qualify.

b. Fill trainee positions at the full performance level to provide positions for journeyman employees who may be adversely affected.

c. Where it can be determined that an employee being separated fails to fully qualify for a vacant position for which no one else is qualified but has the specialized skills and abilities to perform the duties of that position in a satisfactory manner within a ninety (90) day period, the employee may be considered for placement in the position.

d. A program will be developed to counsel (including ACAP services) and train employees to the extent practicable so that they may assume a vacant position for which they would otherwise not be qualified, and to explore with other federal agencies, state and municipal authorities available training programs for adversely affected employees.

14.6. Employees who have been downgraded due to RIF are eligible, to the extent permitted by regulation, for repromotion priority consideration as follows:

a. Employees who are eligible for retained grade and/or pay will receive repromotion priority consideration (RE) until eligibility for retained grade/pay terminates.

b. The EMPLOYER will maintain a list of eligible employees for priority repromotion. Employees will not be required to submit SF-171 or KSA, etc. Eligibility will be based solely on information contained in the employees Official Personnel Folder (OPF) including any timely updates provided by the employee.

c. All permanent vacancies will be screened by the EMPOLOYER, against the repromotion candidates registered. If a match occurs and the candidate(s) meets all qualification requirements, he will be referred to the selecting official before any other fill action is taken on the position. If no match occurs, the position will be filled in accordance with applicable regulations. When a position is announced under a merit promotion announcement and repromotion candidates apply under that announcement, their applications will be screened before any other competitive applicants can be referred.

d. The selecting official may chose from among the repromotion candidates if more than one is referred. Non-selection of a repromotion candidate must be approved by the EMPLOYER based on cogent written justification from the management official. If a non-selection is approved, a copy of the reasons for non-selection will be provided to the UNION.

e. Eligibility, consideration and implementation of the repromotion priority program will be in accordance with the negotiated agreement.

f. An employee who declines a position at a grade equal to the grade from which demoted will be removed from the repromotion priority list and will lose any save pay/save grade entitlements. An employee who declines an offer at an intervening grade will lose consideration for other positions at that grade and below.

14.7. The EMPLOYER will replace temporary employees in continuing positions to the maximum extent possible. It is understood that acceptance of a temporary or term appointment under RIF authority, will not alter the employee's right to be offered permanent employment.

14.8. The EMPLOYER agrees, consistent with law and regulation, to consider restructuring vacant authorized positions where there is a bona fide work requirement, so as to utilize the skills of qualified employees scheduled to be separated.

14.9. An employee meeting the criteria of Section 14.6. of this article, who believes he has not been adequately considered for repromotion, may file a grievance using the negotiated grievance procedure outlined in this contract.

14.10. Employees filing individual RIF appeals must use the Merit Systems Protect Board (MSPB) appeal procedures.

14.11. Personnel Files. The UNION and the EMPLOYER will jointly encourage each employee to keep his personnel file up-to-date, at least annually, and as soon as a RIF or reorganization is announced. At the employee's request, the EMPLOYER will add to the personnel file any changes or amendments as appropriate and permitted by Government-wide regulations. The personnel file will be used to match employees with vacancies. Employees possessing skills in more than one area may designate those area(s) in which they wish to be matched.

14.12. EMPLOYER Participation. To the extent possible, the EMPLOYER will work with any UNION outplacement programs to find positions for the reorganization or RIF affected employees.

ARTICLE 15

COMMERCIAL ACTIVITIES STUDIES

15.1. The EMPLOYER agrees to meet and consult openly and fully with the UNION regarding any commercial activity review under the command and control of the Commanding General, Fort Sill, Commanding General IIId Armor Corps Artillery, Garrison Commander, Fort Sill, MEDDAC Commander or DENTAC Commander, of a function within the bargaining unit.

15.2. The EMPLOYER will promptly provide to the UNION all training materials available to the EMPLOYER on conducting a commercial activity review. These materials will include written and video training materials on preparation of a commercial activity review including the Performance Work Statement, Most Efficient Organization, the Cost Comparison, and the Administrative Appeal Procedure. The UNION officers shall be included in any local training sessions on preparation of contracts.

15.3. The Employer agrees to meet and consult with the UNION on a regular basis, no less than monthly, during the development and preparation of the Performance Work Statement, and to consider the input from employees performing the tasks subject to the commercial activity review. The purpose of this consultation is to ensure that the Performance Work Statement is complete and accurate, cost effective, and capable of performing the tasks set forth in the Performance Work Statement.

15.4. The EMPLOYER will invite a union representative in the "walk through" by prospective bidders of the function undergoing an A-76 cost study.

15.5. In the event an agency decision to contract out is based upon information provided by the contractor or any individual in violation of the False Claim Act, 31 U.S.C. Section 3729 (1986), the agency agrees to compensate an employee filing a court action according to the court's decree which could range from 15 to 25 percent of the amount saved.

15.6. The EMPLOYER will ensure that the most efficient organization and in-house costs are based upon the current work load and performance standard projections that are in the solicitation contractors use for final bids. The EMPLOYER will update in-house costs up to the date before receipt of bids or initial offers.

15.7. Following the cost comparison and initial decision, a public review and appeals period is conducted. Any interested party, including the UNION, can appeal the cost competition study based on noncompliance with requirements and procedures set forth in OMB Circular A-76. The decision of the Administrative Appeals Board that reviews any appeal is final and is not subject to further negotiations or arbitration.

15.8. Management recognizes the "right of first refusal" required by OMB Circular A-76, Part I, Chapter 1, paragraph H.2., which provides that the contractor will grant those Federal employees displaced by conversion to contract with the right of first refusal of employment openings created by the contractor. Refusing the right of first refusal because of displacement due to contracting out shall not deny a unit employee of any rights he might otherwise have under applicable RIF procedures.

ARTICLE 16

PROMOTIONS, DOWNGRADES, AND DETAILS

16.1. The parties agree that a sound promotion program is essential to ensure that positions are filled by the best qualified candidates available and to insure that all employees have an opportunity to develop and advance to their full potential. The parties further agree that selection procedures must provide equal opportunity for advancement for all qualified employees. An official, in recommending or selecting candidates for promotion or in operating a promotion program, may not show or give preference to any candidate based upon facts not pertinent to the candidates qualifications for performing work of a higher level, except as required by law. A supervisor or other official will not attempt to persuade a candidate, either directly or indirectly, to withdraw from competition.

16.2. Employees are selected for promotion on the basis of qualifications, performance, and potential. The EMPLOYER agrees to give first consideration to qualified applicants who are employees of Fort Sill, OK, when filling a vacant position. The UNION recognizes that the EMPLOYER may fill vacancies by methods other than promotion, such as appointment, reinstatement, reassignment or transfer. This may include:

a. Persons from outside the Department of the Army who are eligible for excepted appointments,

b. Displaced employees on reemployment priority lists,

c. Applicants for transfer or reinstatement; or

d. Personnel on appropriate OPM registers when deemed appropriate to meet the requirements set forth in applicable regulations or as otherwise required by law.

16.3. In cases where adverse impact would occur due to a reduction in spaces, authorizations, or funding, recruitment may be restricted to individual units or organizations. In cases where the upgrade is the direct result of a change in classification of the position, the incumbent employee may be promoted without the need to compete for their job, provided that the non-competitive promotion action is permitted by the SW Civilian Personnel Operations Center Merit Promotion Plan as well as Army, DOD and government wide regulations.

16.4. The EMPLOYER agrees to announce, under normal circumstances, all vacancies and all newly created positions (above and beyond current TDA) within the local bargaining unit or installation, with the exception of those listed in 16.3. of this Article, by posting a notice of such vacancies on the Fort Sill intranet, the SWCPOC jobs net, the State Employment Service, and at the Directorate of Civilian Personnel for a period of at least ten (10) days. Such announcements shall include a brief description of the duties of the position, the qualification requirements, the procedure to follow in applying, and the closing date, if applicable, for submitting applications.

16.5. When a position is to be filled under the provisions of the SWCPOC Merit Promotion Plan, it shall be fully identified as to grade, title, organizational location, and whether permanent, term or temporary. If a position is announced as term or temporary and the announcement does not state that it may become permanent, the position will be re-announced if it does become permanent. Neither details nor the position classification process will be used to make any employee more competitive for future promotion or vacancies.

16.6. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be fully relevant to such positions.

16.7. Ranking factors or special requirements shall not be altered for the purpose of tailoring a position to meet the qualifications of a particular individual.

16.8. Competitive promotion procedures will apply to selection by transfer, reinstatement or reassignment to positions with known promotion potential, if the target grade is higher than one previously held by the employee, unless exempted by law or regulations (e.g. classification re-evaluations, promotion of trainees, etc.).

16.9. Interviews/Selection.

a. If any candidate is interviewed from the UNION bargaining unit, all UNION bargaining unit candidates on the promotion list shall be given an equal opportunity to be interviewed. When interviews of candidates on a promotion are held, a candidate's declination of an interview shall be documented on the promotion list. Telephone interviews are permitted when distance or other factors, such as leave, preclude personal interviews.

b. The employee selected will normally be released not later than the beginning of the second full pay period after the losing organization is notified of the selection. In rare cases, the losing and gaining organizations may agree to extend this period where necessary for mission reasons. If an extension is required beyond three (3) full pay periods, and the new job is a promotion, the EMPLOYER agrees to effect the promotion at the beginning of the fourth pay period, if legally able to do so.

c. Employees selected shall be notified in writing.

d. Employees not selected will be notified in writing.

e. Upon request, the EMPLOYER will provide the following information to the employee and their representative:

(1). Name of the individual selected for promotion.

(2). The selecting official's official reason for selection.

(3). Any records used in addition to the required application and KSA's required by the announcement.

f. Upon request, the UNION President or their designee will be permitted to examine all records, except the crediting plans, used as the basis for ranking bargaining unit employees for promotions.

g. When an employee is notified to report for a job interview on the same day, the releasing supervisor should consider granting enough duty time to the employee to clean up, change clothes, and make themself as presentable as possible. The EMPLOYER will make every reasonable effort to schedule appointments for interviews at least one (1) day prior to the appointment time.

16.10. Details.

a. In the interest of effective employee utilization, details to positions or work assignments requiring higher or different skills will be based upon bona fide needs and will be consonant with the spirit and intent of this Article, applicable regulations, and the merit system.

b. All details in excess of thirty (30) days duration shall be recorded in the employee's official personnel folder. Details for less than thirty (30) days may be placed in the employee's official personnel folder by the employee using the appropriate form to up-date their official personnel folder.

c. Administrative details to perform duties of a higher level or in a different line of work shall be rotated to the fullest extent practicable.

16.11. Temporary Promotions.

a. An employee temporarily placed in a higher-graded position may be temporarily promoted and paid commensurate with the position from the first day of the new duties. Employees placed in higher-graded positions for more than sixty (60) days normally should be promoted to the higher grade. Employees must be temporarily promoted to higher graded positions where the assignment exceeds one hundred and twenty (120) days, provided there are employees that meet all the qualification requirements of the higher graded position.

b. Employees who are temporarily promoted must at least meet the minimum qualification standards and regulatory requirements for the higher position.

c. Temporary promotions may not be used for the purpose of training or evaluating employees in higher-graded positions.

d. Temporary promotions will be for a period of not less than thirty (30) days and no more than one (1) year on local authority, except that this may be extended to five (5) years during major reorganizations, substantial downsizing where RIF is likely, or for periods during on-going Commercial Activity reviews.

e. Temporary promotions shall be rotated to the fullest extent practicable.

ARTICLE 17

SAFETY, HEALTH & WELFARE

17.1. The EMPLOYER agrees to provide a safe and healthful work place for all employees in accordance with applicable laws, rules and regulations. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

17.2. No employee shall be required to work in circumstances where the employee reasonably believes that the duties required present an imminent risk of death or serious bodily harm and there is insufficient time within which to eliminate the hazard. Accordingly, all required protective equipment will be furnished by the EMPLOYER. Cleaning and repair of Government issue clothing and equipment shall be provided by the EMPLOYER. The EMPLOYER agrees that the UNION may discuss and submit recommendations concerning the EMPLOYER-furnished equipment of this nature. Such recommendations will be considered by the EMPLOYER.

17.3. In the course of performing their normal assigned duties, unit employees and UNION representatives will be alert to observe unsafe practices, equipment, and conditions in their immediate area which represent health or safety hazards. When unit employees or UNION representatives observe unsafe or unhealthy conditions, they will report them to the supervisor of that immediate area. When such safety and health matters are of general interest, the UNION may present the problem to the Installation Safety Specialist for consideration by the EMPLOYER for solution. If an employee reports an unsafe condition and the supervisor neither corrects the condition or reports it to higher authority, then the condition may be reported by the steward to the Installation Safety Office. It is further recognized that each employee has a primary responsibility for his own safety and obligation to know and observe safety rules and safe work practices. Where there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures as provided in appropriate regulations, the employee shall have the right to decline to perform those assigned tasks directly related to the perceived imminent hazard. In such a situation, the employee will immediately notify the immediate supervisor or other appropriate management official.

17.4. The EMPLOYER will welcome suggestions which offer practical and economically feasible ways of improving safety. The EMPLOYER agrees that no discrimination or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

17.5. Whenever and wherever an Installation Safety Committee is established, the UNION may appoint a UNION representative to that committee. The UNION representative will have the same full participatory rights and duties as other representatives and shall participate in the functions listed in Section 17.11 below. The UNION representative will be offered the same training given to other unit safety representatives. The EMPLOYER agrees to consider the recommendations of the Safety Committee and within a reasonable time provide a written copy of the minutes of the meeting, if completed.

17.6. Included in the functions of the Safety Committee are:

a. To assist in implementing Agency safety regulations under the Occupational Safety and Health Act of 1970 as prescribed in Executive Order 12196 and CFR 1960, Basic Program Elements of Federal Agency Occupational Safety and Health Programs.

b. To review applicable safety suggestions, serious lost time accidents or health hazards including reports and make recommendations as to the corrective measures that should be taken to eliminate such accidents in the future.

c. To promote health and safety education among the employees in the unit.

d. To meet at least quarterly or sooner or at the call of the chairman for the purpose of discussion and/or recommending measures for the elimination or control of conditions hazardous to the health and safety of the employees.

17.7. In the event of a known safety inspection from an outside source, the UNION will be notified and an a member of the UNION may accompany the inspector during the course of the inspection.

17.8. The UNION member of the Installation Safety Committee shall be afforded time off from regular duty, without loss of pay or charge to leave, required for the purpose of performing such duties provided for in this Article.

17.9. In the event of injury on the job, the EMPLOYER agrees to provide services at no cost to the employee at the local first aid station or the nearest military or civilian medical facility. The expense of providing medical care for employees injured on the job will be borne by the EMPLOYER to the extent provided for by law and regulations of the Department of Labor. Employees will report all injuries received on the job as soon as possible to their supervisor. The EMPLOYER agrees to assist the Employees in filing the appropriate forms and documentation regarding the injury or illness. Such assistance will include an explanation of the benefits and options available to the employee under the Federal Employee Compensation Act. Such assistance will be provided in a timely manner to allow for prompt submission of claims. Information maintained by the EMPLOYER relating to the Employee's claim may be released to the Employee and/or his physician as designated by the Employee in writing. When required, the EMPLOYER will provide transportation to an appropriate medical facility for injured or stricken employees. Employees may select the medical facility of their choice for treatment, after an initial examination at the Army Medical Treatment Facility (Reynolds Army Community Hospital).

17.10. Employees will have the right to notify the EMPLOYER, the UNION, and OSHA, if necessary, to correct any dangerous, unsafe equipment, machinery. The EMPLOYER shall determine whether operations are hazardous and take prompt corrective action to correct any conditions determined to be hazardous.

17.11. The procedures established in the Safety and Health Program shall not preclude the right of an employee to file a grievance.

17.12. The EMPLOYER agrees to compile and maintain a record of all accidents.

17.13. The EMPLOYER agrees to use every reasonable effort to ensure the supply and maintenance of an adequate number of fire extinguishers in all sections.

17.14. The UNION shall, upon request, be provided a copy of Federal Occupational Injuries and Illnesses Survey (OSHA Form 012F), Department of Defense Consolidate, Report of Injuries and Property Damage, "Safety Notices" and safety newsletters, as filed or published.

17.15. Health Services and Preventive Medicine. An Occupational Health Services and Preventive Medicine Program as provided for in 5 USC 7901, OMB Circular A-72, shall be established and maintained by the EMPLOYER. Except as otherwise provided by Law or Agency regulations, participation in this program shall be voluntary; however, both the EMPLOYER and the UNION shall encourage employee participation in the program. Employee's time spent for examinations will be charged to normal duty time.

ARTICLE 18

EMPLOYEE ASSISTANCE PROGRAM

18.1. The EMPLOYER and the UNION recognize that alcoholism is a treatable illness and drug abuse is a treatable health problem. For purposes of this Article, alcoholism and drug abuse are defined as health problems in which the employee's job performance is impaired as a direct consequence of the use of the substances.

18.2. UNIT employees who suspect they may have an alcohol or drug abuse problem, even in the early stages, are encouraged by the EMPLOYER and UNION to voluntarily seek counseling from the Civilian Coordinator of the Employee Assistance Program. The coordinator can provide information regarding possible treatment programs that are available to assist the employee.

18.3. The EMPLOYER agrees that no unit employee will have his job security or promotion opportunities jeopardized by making such a request for professional assistance or referral, except as where provisions of laws or sensitive positions require otherwise.

18.4. Unit employees who are enrolled in the Employee Assistance Program will be granted accrued sick leave, annual leave, or leave without pay for the purpose of treatment or rehabilitation as with any other illness. However, continued use of leave for such purposes and its approval by the EMPLOYER is dependent upon periodic certification by an authority acceptable to the EMPLOYER that the employee is making satisfactory progress in the treatment and rehabilitation efforts.

ARTICLE 19

EQUAL EMPLOYMENT OPPORTUNITY

The parties have a mutual obligation and a crucial role in the development and implementation of equal employment opportunity programs in accordance with Civil Right Act of 1964, as amended, for unit members. The parties shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, handicapping condition, or other non-merit factors. Policy shall be in strictest adherence to both the letter and spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, the Americans with Disabilities Act, the Veterans Preference Act and all other applicable laws and regulations.

ARTICLE 20

LABOR AND MANAGEMENT RELATIONS TRAINING

20.1. EMPLOYER/UNION-Sponsored Training Session: The EMPLOYER agrees to conduct joint Management-UNION training sessions, as it deems necessary, on official duty time regarding the administration of this Agreement and activity policies affecting the working environment. Such training shall be primarily concerned with orienting and briefing UNION and Management officials and representatives on the requirements and administration of this Agreement and agency policies affecting the working environment. Commissioners of the Federal Mediation and Conciliation Service may be utilized to assist in these joint sessions.

20.2. UNION Sponsored Training. The EMPLOYER agrees to grant administrative leave to employees who are UNION officials and/or stewards for the purpose of attending UNION-sponsored training sessions. Administrative leave for this purpose will not exceed a total of 240 hours within a twelve (12) month period, beginning in January of each calendar year and prorated for any partial years of this agreement. A written request for administrative leave for this training will be submitted at least thirty (30) calendar days in advance by the UNION President to the Directorate of Civilian Personnel. A DCP representative will forward the request to the appropriate management official promptly to obtain their approval or disapproval based on mission requirements of the organization within ten (10) calendar days of the request.

20.3 Other Training. UNION officials and representatives may be authorized official time to attend EMPLOYER-sponsored training on Fort Sill of concern to the UNION in their capacity as UNION representatives. Such requests will be submitted through the UNION officials normal chain of command for training approvals.

ARTICLE 21

DAY CARE SERVICES

Day Care Services. Bargaining unit employees will be given every possible consideration for use of day care facilities at Fort Sill, Oklahoma, and will pay an equitable rate for those services.

ARTICLE 22

SMOKING AND TOBACCO USE

22.1. Smoking and tobacco use shall meet the following criteria:

a. Meets the requirements of Department of Defense Instruction Number 1010.15, AR 600-63, and Fort Sill Smoke-Free Workplace Policy.

b. Ensures people are protected from the effects of secondhand smoke.

c. Ensures persons who desire to smoke will not be inconvenienced unnecessarily.

d. Does not expose others to the harmful effects of second hand smoke or other tobacco waste. This includes spitting on floors, trash receptacles or open containers that might spill in work areas, break areas or vehicles.

e. Is prohibited within 50 feet of all main building entrances.

22.2. UNION and the EMPLOYER recognize tobacco use as a health hazard.

a. The EMPLOYER will provide appropriate programs and instruction to assist those desiring to break themselves of tobacco dependency and it's related health problems.

b. UNION will encourage employees to avail themselves to the above services provided by the EMPLOYER.

ARTICLE 23

CHARITY DRIVES

The UNION agrees to cooperate with the EMPLOYER in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated; confidential gifts may be made by placing contributions in sealed envelopes; individual employees should not be contacted a second time after the initial contribution; and no lists will be kept showing the names of the contributors and amounts of the contributions, except those that are necessary to properly administer the program.

ARTICLE 24

ORIENTATION OF NEW EMPLOYEES

Orientation of New Employees. The EMPLOYER will provide the UNION written notification, in a timely manner, of all new employee orientation briefings. The UNION representative will be allowed a 20-30 minute segment on the agenda.

ARTICLE 25

WAGE SURVEY AND PARTICIPATION

25.1. The EMPLOYER will promptly notify the UNION when an official wage survey involving employees in the unit has been directed by higher authority.

25.2. The UNION will be represented on the survey team as long as they have the largest number of wage employees under exclusive recognition in the wage area.

25.3. During full scale wage surveys, the involved labor representative will be on official time for the duration of the survey. The EMPLOYER agrees to conduct training for UNION designated data collectors prior to an impending full-scale wage survey. Such training will be considered a part of their official duties.

ARTICLE 26

NEGOTIATIONS

26.1. It is agreed and understood by the UNION and the EMPLOYER that in the administration of all matters covered by this Agreement, Management and Union officials and employees are governed by the U.S. Constitution, existing or future laws and regulations of appropriate government wide authorities; by published agency policies and regulations in existence at the time this Agreement is approved, and by subsequently published agency policies and regulations required by law, or the regulations of appropriate government wide authorities.

26.2. The parties will consider relevant case law and other decisions made by the Federal Courts, the Federal Labor Relations Authority, the Office of Special Counsel, the Merit Systems Protection Board, U.S. Comptroller General, and relevant arbitration decisions.

26.3. The Articles and Sections of this Agreement may be reopened for amendment(s) by mutual consent of both parties or where changes to a law, regulation or mission, mandates a change to the Agreement. The parties will meet to negotiate such changes and the impact on the Agreement. No other changes than the above agreed upon amendments shall be considered during the life of this Agreement, except under the annual reopened clause in Article 35, Section 35.3. Requests for amendment(s) as stated above by either party shall include a written summary of the amendment(s) and a reasonable time (not less than twenty (20) calendar days) after receipt of such notice to review the proposed amendment(s).

26.4. It is recognized that this agreement is not all inclusive. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party. The EMPLOYER will, therefore, inform and meet with the UNION and negotiate with the UNION, when requested, before making changes of existing benefits and practices pertaining to those matters appropriate for negotiation as set forth in this Article, when such matters are not specifically covered by this Agreement. It is further recognized that this agreement constitutes the proper procedures to be following by both the Agency and the Union where an Article has been included within this agreement, until and unless revised by law or subsequent agreement of the parties.

26.5. EMPLOYER/UNION Obligation. The EMPLOYER will furnish written notice of proposed changes affecting conditions of employment to the designated local UNION representative. The proposed change will not be implemented without giving the UNION an opportunity to negotiate, as appropriate, unless the change is covered by any provisions within this contract. The UNION will submit its request for negotiations, in writing, within thirty (30) calendar days of receiving the EMPLOYERS notice of proposed change.

26.6. Scope of Negotiations. Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the Unit. "Conditions of Employment" means personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions. Conditions of Employment includes, but are not limited to, Reduction in Force (RIF), work space reorganization, rest periods, lunch breaks, hours of duty, dress codes, and procedures for leave approval. The EMPLOYER agrees to negotiate with the UNION on any new policy or change in established policy prior to implementation, except where the change is determined to be de minimis* as defined by case law or is governed by other provisions within this contract. If the change itself is not subject to negotiations, its impact upon the employees and procedures for implementing the change may be negotiated. The scope of negotiations includes the EMPLOYERS formulation and implementation of such policies and practices.
* di minimis "The law does not care for or take notice of very small or trifling matters." *Blacks Law Dictionary*

26.7. It is understood that no provisions of this agreement shall nullify or invalidate the rights of employees, the EMPLOYER, or the UNION established under FLRA statute, other statutes, or regulations of appropriate authority, nor shall it relieve management of the responsibility to negotiate with the UNION on the policies, practices and procedures used in exercising its rights. To the extent that provisions of any new instruction, regulation, or directive that is not a law, statute, government wide regulation, or contained in any existing Agency regulations may be in conflict with this agreement, the provisions of this agreement shall govern.

26.8. Manner. Both parties to this Agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner so as to further the public interest. The EMPLOYER agrees to give at least thirty (30) calendar days notice to the UNION and an opportunity to negotiate any new policy or change in established policy which is proposed during the life of the Agreement. Negotiation of procedures to implement decisions which are management rights and impact bargaining on those decisions will also be handled in accordance with this section. The parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement, for the life of this Agreement.

26.9. Negotiation Procedures. If negotiations are requested by either party, such request shall state the specific subject matter to be considered. After receipt by both parties of their written proposals, to be completed within thirty (30) calendar days, negotiations on the matter shall commence within thirty (30) calendar days. When negotiating sessions are necessary, the following procedures shall be utilized:

a. The number of members on either negotiating committee shall not be more than three (3), or as mutually agreed otherwise.

b. When three (3) members are designated:

(1). A chairperson will be designated in writing for each negotiating committee. The chairperson of each will speak for the respective committee. Other members may speak with the approval of the chairperson of their committee.

(2). Names of the members of each negotiating committee will be exchanged formally by the parties in writing no later than seven (7) calendar days prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other party no later than close of business the day prior to the next negotiating session.

c. UNION negotiators will be on official time, if otherwise in a duty status, during all negotiations, mediation, and impasse resolution sessions. UNION negotiators will be allowed preparation time which is reasonable and necessary. If UNION negotiators are scheduled to work a different shift from negotiations, mediation, or impasse, the EMPLOYER shall change the employee's shift so that he/she will be on official time.

d. Upon reaching final agreement, including any necessary decisions by the Impasses Panel or Federal Labor Relations Authority, the agreement shall be signed by the members of both parties before being forwarded for necessary Agency Head review.

e. Negotiation Impasse: When the parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been completed, the parties shall again attempt to resolve any impasse. The President of the UNION or the EMPLOYER must seek the services of the Federal Mediation and Conciliation Service (FMCS) within 30 calendar days of the date that the impasse has been declared by both parties. The party notifying the FMCS will also notify the other party. When the services of FMCS do not resolve the impasse, either party must seek the services of the Federal Service Impasses Panel within 15 calendar days after FMCS has declared the parties to be at impasse, and provide the other side a copy of their correspondence with the Panel.

f. Negotiability Question: When the EMPLOYER believes that a matter is nonnegotiable the EMPLOYER will immediately advise the UNION, in writing, of the rational for such a belief. The UNION has the right to proceed to the Federal Labor Relations Authority in accordance with Section 7105 (a)(2)(E) of Title VII and the regulations of the Authority and Sections 7117 (a), (b) and (c) of TitleVII. To determine whether or not a compelling need exists (if that is the reason for the claim of non-negotiablitity), the criteria set out in the Authority's regulations will be used.

26.10. PAST PRACTICES: Past practices which by custom, tradition, and known past practice have become an integral part of the working conditions shall remain in effect unless modified pursuant to this Agreement or local supplement agreement or are found to be contrary to existing laws or regulations.

ARTICLE 27

AUTHORIZED OFFICIAL TIME

27.1. Authorized Official Time. Use of official time will be administered in accordance with applicable laws, rules and regulations, including the Joint Travel Regulations (JTR's).

27.2. One UNION representative, to be designated by the UNION shall receive 100 percent official time to perform representational duties. One representative, to be designated by the UNION, shall receive 20 percent official time to perform representational duties. The 100 percent position and the 20 percent position cannot come from the same major organization (e.g. MEDDAC, DENTAC, IMA, TRADOC). All other UNION officers and/or stewards shall be allowed a reasonable amount of time away from their assigned duties, not to exceed four (4) hours per pay period. Absences above this limit require the express approval of their supervisors.

27.3. When a UNION representative needs to engage in representational activities on official time, he will notify his supervisor prior to the UNION representative's departure from the work area or other use of official time. A supervisor may deny official time only if unusual and compelling work requirements necessitate the representative's attention. In such cases, the supervisor must provide the representative with a specific time when the representative can be released on official time. Such release must occur as soon as possible after the request. A delay in release on official time will automatically stay the time frames of any grievance/appeal negotiations, or preparation for negotiation to which the representative is assigned. The EMPLOYER will provide a written explanation for any delay in official time approval in excess of eight (8) working hours to the UNION President.

27.4. When a UNION official has the need to meet with an employee while the employee is on duty, or with any management official at any time, the UNION representative will inform the employee's supervisor or management official of the need for a meeting. When the employee or management official cannot be immediately made available to meet with the UNION representative because of unusual and compelling work requirements, the supervisor must provide the UNION representative with a specific time when the employee or management official can meet with the UNION representative.

27.5. When an employee needs to leave his work area during duty hours to meet with a UNION official, the employee will receive permission from his immediate supervisor by providing appropriate justification for the need to meet outside the work area. When the employee cannot be released because of work requirements, the supervisor will provide the employee with a specific time when the employee can be released.

27.6. In such cases as in Sections 27.4. and 27.5. above, the meeting or release must occur as soon as possible after the request. A delay in a meeting or release will automatically stay filing deadlines that are within the EMPLOYER'S authority, commensurate with the length of the delay. Management will provide a written explanation for any delay in the meeting or release in excess of eight (8) hours, to the UNION President.

27.7. It is the EMPLOYER'S obligation to furnish, in writing to all duly authorized UNION representatives, the name and duty phone number of the supervisor/manager that is to be notified of official time usage. The EMPLOYER may designate an alternate that the representatives should contact in their absence. In the absence of the immediate supervisor or the designated alternate, the UNION representative may leave the Fort Sill Form 738-A with the next level management official in the UNION representative's chain of command.

27.8. In requesting permission to conduct representation duties procedurally described above, the UNION representative involved will complete FS Form 738-A (Appendix A), Request for Official Time, in duplicate. The duplicate copy will be maintained by the supervisor and the original will be given back to the UNION representative.

27.9. When applying performance standards and critical elements to a UNION representative, the EMPLOYER shall fairly consider the amount of work time available to the representative. The UNION official will not be penalized on his performance rating because of duty time spent on official business.

ARTICLE 28

USE OF OFFICIAL FACILITIES, SERVICES, AND PUBLICITY

28.1. Space. In order to facilitate and expedite the Labor-Management Relations Program, the EMPLOYER agrees to provide UNION with Building 2867N or another comparable building to be used as the UNION office for appropriate union activities and meetings.

28.2. If possible, the building should meet the following requirements:

a. Have at least one (1) handicapped entrance.

b. One (1) rest room.

c. Two (2) each entrances.

d. Heating, air conditioning, and lighting that comply with Fort Sill's energy conservation and safety programs, and

e. Be able to be secured by the UNION without access by any other party other than emergency services agencies.

28.3. The following items and services will be provided for operation of the UNION office (to facilitate communications with bargaining unit employees and supervisors/managers):

a. Utilities services.

b. Local telephone services at no charge to UNION for representational functions as necessary. All long distance charges will be reimbursed by UNION to the EMPLOYER, except that the EMPLOYER will provide up to $50.00 per billing cycle for long distance charges for direct representation calls to the UNION National Office or other Federal Agencies, such as the Federal Labor Relations Authority or Department of Labor.

c. A LAN line or equivalent.

d. Internet/e-mail account and access to the Fort Sill e-mail network to be used in accordance with all Fort Sill procedures. Failure to use in accordance with Fort Sill procedures will result in loss of internet and/or e-mail services. Normal robust language normally permitted by the FLRA in negotiations will not be permitted in official e-mail message traffic. Violations will be reported to the Garrison Commander for possible termination of service account.

28.4. As a minimum, the following equipment will be provided for operation of the UNION office:

a. All equipment currently on the NFFE Local 273 hand receipt or fair replacement of such items in the event they become unservicable.

b. A refrigerator

c. A microwave and stand

28.5. In addition, the EMPLOYER will furnish the following equipment to the UNION.

a. An IBM compatible computer (or the current Fort Sill replacement standard) with letter quality laser or ink-jet printer and color monitor and CD ROM drive.

b. Software to include current version of Windows and MS Office package, with software updates as needed (or the current Fort Sill replacement standard).

c. Electronic mail capability. The UNION office, Officers and Stewards agree to use any electronic mail services for official UNION business only and to follow all installation policies on proper use and maintenance of the system(s). The UNION further agrees that termination action will be reviewed by the Garrison Commander if policy violations continue after the EMPLOYER provides two (2) written notices of policy violations concerning the same person, or immediately if any illegal activities are detected.

d. The EMPLOYER agrees to provide a serviceable fax machine/scanner at year end, if excess is available.

e. The EMPLOYER agrees to provide a cost per copy copier to the UNION under the current cost per copy contract administered by DOIM. The UNION agrees to provide an initial estimate of the monthly usage expected and the DOIM IAST will then determine the appropriate size copier, prepare a request for modification of the current Fort Sill Cost Per Copy contract, and forward the modification to the contractor. Upon approval, the contractor will deliver and install a copier within 30 calendar days from the date the contractor accepts to contract modification.

f. The contractor will take meter readings during the last week of each month and leave the necessary toner. If the union office is not accessible to the contractor, the UNION will be responsible to read the meter and fax the information to the contractor.

g. The EMPLOYER will complete the necessary paperwork to allow DFAS to bill the UNION and collect the monthly copier cost per copy costs and reimburse the DOIM cost account.

h. The contractor makes the final determination of the proper size and type copier, based on the actual usage over the life of the contract. In the event that the current contract is not renewed, the EMPLOYER will make every effort to continue to provide equivalent services under any new installation agreement.

i. The initial cost per copy under this agreement will depend on the size copier required. The estimated current cost is .0443 cents per copy. The cost may be adjusted up or down, depending on the size copier that is ultimately needed to meet the volume of copies actually used by the UNION. If there is any price change in the cost per copy, the UNION will be notified. At that time the UNION will have the option of agreeing to the new cost or termination of the service.

j. The UNION agrees to pay their bill within 30 days of the date they receive the bill from DFAS. In the event the UNION is repeatedly late or more than 60 days late for any billing, the EMPLOYER will notify the contractor to remove the copier and the service will be terminated.

k. The UNION further agrees to allow the contractor normal access to the copier to read the meter, do necessary maintenance or repairs, and to make any necessary exchanges or replacements under the terms of this agreement. In the event that this copier service is terminated for any reason, the UNION agrees to allow the contractor to remove the copier and any contractor supplies within 30 calendar days of the date the UNION is notified of the termination of service.

l. The UNION and EMPLOYER agree that the contractor is responsible to maintain this copier in good working order and to respond in a timely manner to any calls for repairs, toner, or to move the copier to another location if the union moves.

m. In the event the cost per copy service is terminated, for any reason, the EMPLOYER agrees to locate another government copier on the Fort Sill installation that will be made available to the UNION on an as needed basis, provided that the UNION furnishes the paper and make appropriate arrangements with the unit or organization that controls the copier.

28.6. Bulletin Boards. Bulletin boards shall be available for use by the UNION for the posting of notices and literature by the UNION. The EMPLOYER agrees to provide the UNION with bulletin board space not to exceed four square feet (2’ X 2’) on all existing or future official bulletin boards at all facilities. The UNION may designate its board or board space as "UNION" or similar reference. Any changes in the placement of such bulletin boards will be coordinated with the UNION. The UNION will make a reasonable effort to post a copy of this Agreement on each official bulletin board in those working areas where there are bargaining unit employees.

28.7. Copies of This Agreement. The EMPLOYER will make 100 copies of this agreement available to the UNION. In addition, the EMPLOYER will provide a CD ROM of the agreement (or current technology) at no cost to the UNION. The EMPLOYER also agrees to post a copy on the Fort Sill Intranet. Additional copies may be requested by the UNION and provided by the EMPLOYER within budgetary constraints.

ARTICLE 29

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

29.1. An employee whose performance rating is determined to be at Level 5 (unsatisfactory) is entitled to at least a one hundred and twenty (120) calendar day performance improvement plan (PIP), in writing, which informs the employee:

a. Of the specific instances of unacceptable performance by the employee on which the proposed action is based.

b. Of the standards and objectives of the employee's position involved in each instance of unacceptable performance.

c. That the employee has a minimum period of one hundred and twenty (120) calendar days to bring performance to a satisfactory level.

d. How the supervisor will assist the employee in that effort.

e. What the employee must do to bring performance to a satisfactory level in the period.

f. That the employee's performance will be reevaluated at the end of the period.

29.2. At the conclusion of the PIP, if an employee's performance does not improve above Level 5 and the EMPLOYER determines that it is necessary to propose reduction in grade or removal, the employee is entitled to:

a. At least thirty (30) calendar days advance written notice of the proposed reduction in grade or removal.

b. Be represented by a UNION representative(s) or other representative of their choice.

c. A reasonable time (at least 15 calendar days) to answer orally and/or in writing.

d. A written decision which:

(1). In the case of a reduction in grade or removal, specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based.

(2). Unless proposed by the Commander/Director/Department Head, has been concurred in by a management official who is in a higher position than the supervisor that proposed the action.

(3). Addresses the efforts the employee has made to improve his deficiencies, how these efforts have fallen short, and why further efforts at rehabilitating the employee would be fruitless.

29.3. If an employee is subject to an action based on unacceptable performance due to a disability, and the employee files and is approved for disability retirement, the employee will be permitted to use all their available sick leave prior to the effective date of their retirement.

ARTICLE 30

DISCIPLINARY AND ADVERSE ACTIONS

30.1. General. Disciplinary or adverse action against employees, including probationary employees, must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable. Normally, for minor infractions, the least degree of discipline likely to correct the problem should be used. As a general rule, informal disciplinary actions shall be used before taking a formal action against an employee. Informal actions include oral admonishments and warnings.

30.2. Disciplinary actions are defined as:

a. Letter of Reprimand.
b. Suspensions of fourteen (14) days or less.

30.3. An employee who receives a suspension of fourteen (14) days or less or letter of reprimand and wishes to grieve the action, must raise the issue under the negotiated grievance procedures noted in this agreement.

30.4. Adverse actions are defined as:

a. Suspension for more than fourteen (14) days.
b. Reduction in grade.
c. Furlough of thirty (30) days or less.
d. Removal

30.5. Preliminary Investigation. Prior to issuing a proposed notice for suspensions or any adverse action the proposing official should undertake a preliminary investigation and discussion with the employee(s) and his representative. Employees are entitled to UNION representation at all investigations of the employee. If the employee desires and requests such representation, it shall be granted before further interviews occurs. If disciplinary or adverse action is deemed necessary, it will be initiated as soon as possible after the facts become known concerning the incident in question.

30.6. Notice. Except for letters of reprimand, a notice of proposed disciplinary or adverse action against an employee shall be in writing and shall inform the employee:

a. Of the specific reasons for the proposed action.

b. Of the name of the deciding official to whom the employee may respond.

c. That the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer.

d. That the employee's response will be considered by the deciding official.

e. That the employee may be represented by a UNION representative or other representative of their choice.

f. Of the employee's status during the notice period.

g. That the employee and/or representative shall be granted a reasonable amount of official time to receive copies, review the material related to support the reasons in the notice, to secure affidavits or other written statements and to prepare an answer to the notice.

30.7. Written Notice. Disciplinary suspensions and adverse actions, except removal, will require at least thirty six (36) calendar days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. Where there is reasonable cause to believe the employee has committed a crime for which imprisonment may be imposed, the notice period may be shortened to seven (7) calendar days. For removals not covered by the crime provisions above, the written notice period will require thirty (30) days advance written notice. The proposal will state the specific reasons for the proposed action.

30.8. Employee's Answer. For disciplinary suspension and adverse actions the employee will have fifteen (15) calendar days from receipt of the proposal letter to transmit a reply to the deciding official. This period may be extended by the deciding official upon request of the employee or of the employee's representative. If the proposal is shortened under the crime provisions discussed above, the employee will have five (5) calendar days to provide their response.

30.9. Action by the Deciding Offical.

a. The deciding official is the individual who makes the final decision to impose a disciplinary or adverse action. Except for letter of reprimand, or the proposing official is the Commander, Director or Department Head of a major activity, the deciding official shall be at a higher level in the activity than the proposing official.

b. After carefully considering the evidence and the employee's response if any and any mitigating factors, the deciding official shall select one of the following options:

(1). Withdraw the proposed action;
(2). Institute a lesser action; or,
(3). Institute the proposed action.

30.10. Final Decision.

a. Letters of reprimand will include a specific time period, in accordance with Government-wide regulations, when the letter will be removed from the employee's official personnel folder. Letters of admonishment or warning shall not be filed in the employee's official personnel folder.

b. In the event an unfavorable final decision is issued, the employee shall be advised that he or she have the right to appeal the decision under the negotiated grievance procedure.

c. In all disciplinary suspension and adverse actions, except removals, the final decision letter shall not be delivered to the employee in less than sixteen (16) calendar days and the penalty not implemented in less than thirty six (36) calendar days from the receipt of the proposal letter, except where the shortened notice period is used under the crime provisions of 5CFR 752. For removals the penalty may not be implemented in less than thirty (30) calendar days, except where the shortened notice period is used. For adverse actions the employee may grieve the decision under the negotiated grievance procedures in this agreement or they may appeal to the Merit Systems Protection Board (MSPB), but not both.

ARTICLE 31

GRIEVANCES

31.1. Common Goal. The EMPLOYER and the UNION recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision identified by either the UNION or EMPLOYER, upon request, if the lowest level of supervision is not readily apparent.

31.2. Scope. This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation, application or violation of law, regulations, or this agreement; conditions of employment; or relationships with agency supervisors and officials, including prohibited personnel practice charges, disciplinary actions and adverse actions. It shall apply to all matters indicated above, whether or not set forth in this Agreement. This grievance procedures does not apply to:

a. A violation relating to prohibited political activities.

b. Retirement, life insurance, or health insurance.

c. A suspension or removal for national security reasons (e.g. revocation of security clearance).

d. Any examination, certification, or appointment (e.g. .selection for a position or appointment).

e. Classification of a position which does not result in reduction in pay or grade for the employee.

f. Separation during probation/trial period.

g. Employee-initiated grievances concerning RIF.

h. Interpretation of laws, government wide regulations and Agency regulations in effect at the time this agreement is approved.

31.3. Nothing in this section shall prevent employees from processing any prohibited personnel practice appeal defined in law through any appropriate statutory appeals procedure provided that the employee has not filed a formal grievance on the matter in accordance with this Agreement.

31.4. Application. A grievance may be initiated by the UNION, the EMPLOYER, an employee, or a group of employees. Only the UNION or representative approved by the UNION may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the UNION, provided that the UNION has the option to be a party to all the discussions and the grievance process.

ARTICLE 32

GRIEVANCE PROCEDURE

32.1. Before initiating Step 1 of the grievance procedure, the EMPLOYER and UNION may elect to hold oral discussions in an attempt to resolve the issue(s). If oral discussions do not produce a mutually acceptable solution, or either party elects not to hold oral discussions, Step 1 of the grievance procedure may be pursued. In any case, oral discussions will not automatically extend the time limits below, unless the UNION and the EMPLOYER agree, in writing, to an extension of the time to file Step 1 of any grievance.

32.2. If the Fort Sill Chief of Staff, Commanding General IIId Armor Corps Artillery, or Garrison Commander, Fort Sill, or MEDDAC Commander, or DENTAC Commander is the employee's immediate supervisor or the lowest level having authority to remedy the situation, Steps 1 and 2 will be bypassed and the grievance will follow Step 3 procedures discussed below.

32.3. **Step 1**:

a. Grievance: The grievance shall be reduced to writing and taken up by the grievant (and representative or steward, if he/she elects to have one) with the immediate supervisor or the lowest level management official with authority to render a decision. Should the CG or equivalent not have the authority to remedy the situation, the UNION may take the issue directly to arbitration. The written grievance must be initiated within thirty eight (38) calendar days of the incident that gave rise to the grievance unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case, the grievance must be initiated within thirty eight (38) calendar days of the date the grievant becomes aware of the incident.

b. The supervisor/manager will provide a written decision to the grievant and the UNION representative within twelve (12) calendar days after receipt of the grievance. Such decision will be in writing and every effort shall be made to ensure that it is clearly communicated and understood. If the decision is not delivered within the 12 calendar days or the decision reached is not acceptable to the grieving party, the grieving party may elect to proceed to Step 2.

32.4. If the Step 1 was filed against the Director or equivalent level, Step 2 will be bypassed and the issue will be submitted directly to Step 3.

32.5. **Step 2:** Within twelve (12) calendar days after Step 1 decision has been delivered or twelve (12) calendar days after the due date of a first step decision, the Step 2 grievance shall be presented, in writing, by the aggrieved or his/her representative to the Directorate or equivalent level. Upon receipt of the grievance, the Director or equivalent shall, within twelve (12) calendar days, render a written decision. If the Director or equivalent level does not issue a reply within the 12 calendar days provided, or if the grievant is dissatisfied with the decision issued at Step 2, the grievant or UNION may elect to proceed to Step 3.

32.6. **Step 3**:

a. Within twelve (12) calendar days after receipt of the written decision on the Step 2 grievance, or after 12 calendar days after the due date of the reply, the Step 3 grievance must be presented, in writing, by the aggrieved and/or UNION representative to the Chief of Staff, Fort Sill, OK, or Commanding General IIId Armor Corps Artillery, or the Garrison Commander, Fort Sill, or the Commander, US Army Medical Command (MEDDAC) or the Commander, US Army Dental Command (DENTAC). Upon receipt of the grievance, the Chief of Staff, or appropriate Commander shall within twelve (12) calendar days render a decision, in writing, to the grievant and their UNION representative.

b. If the UNION is dissatisfied with the decision reached in Step 3 or the Step 3 decision is not completed within the time allowed, the UNION may elect to refer the grievance to arbitration. A request for arbitration shall be valid if signed by the UNION President or their designee within the time limits discussed in this Agreement.

c. Mediation. The EMPLOYER and UNION agree to use the services of the Federal Mediation and Conciliation Service (FMCS). The process will be used as a non-binding attempt at dispute resolution before the invocation of arbitration. In using mediation, the following principles will apply:

(1). Each grievance/dispute will be dealt with on an individual basis.

(2). The party requesting mediation will submit their request to the other party within five (5) work days after receipt of the Step 3 decision.

(3). The party initiating the request will be responsible for notifying and requesting the services of the FMCS.

(4). The parties agree to cooperate fully with the efforts of the FMCS, but cooperation does not imply agreement.

(5). The recommendations of the mediator shall not be used as evidence during any official, binding third party settlement procedure.

(6). The use of the mediation process will serve to suspend the time limits for invoking arbitration until either party or both decide that the mediation process has not been successful. Success is defined by the parties as reaching an agreement that resolves the dispute.

(7). The time frame for invoking arbitration begins upon completion of the mediation meeting between the UNION, Fort Sill and FMCS.

32.7. UNION Grievance. A grievance by the UNION may be brought within thirty eight (38) calendar days of an incident which gave rise to the grievance or within thirty eight (38) calendar days of the date UNION became aware of the incident. A grievance concerning a continuing practice or condition may be brought at any time. Any such grievance will be filed in accordance with the above described steps and time limits.

32.8. EMPLOYER Grievance. A grievance by the EMPLOYER may be brought against the UNION within thirty eight (38) calendar days of an incident which gave rise to the grievance. Any such grievance will be filed, in writing, to the UNION President. The UNION will have twelve (12) calendar days to render a written decision. If the EMPLOYER is dissatisfied with the decision or the UNION fails to respond, the EMPLOYER may invoke arbitration in accordance with the provisions of Article 32 of this Agreement. A grievance concerning a continuing practice or condition may be brought at any time.

32.9. Grievances raised by an employee, the UNION, or the EMPLOYER may also involve a possible violation of Section 7116 of Title VII of the Act. In such cases, the aggrieved party may elect to grieve under the applicable grievance procedure or may elect to file an unfair labor practice complaint, but not both.

ARTICLE 33

ARBITRATION

33.1. Right to Arbitration. If the decision on a grievance processed under the negotiated grievance procedure, to include mediation, is not satisfactory, the UNION, or the EMPLOYER may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Local UNION President or the EMPLOYER, and submitted within twenty five (25) calendar days following the third step decision or the twelve (12) calendar day period for rendering a third step decision.

33.2. Selecting the Arbitrator. Within ten (10) calendar days from the date of receipt of a valid request for arbitration, the parties shall meet for the purpose of selecting an arbitrator, unless either side waves this meeting. If an agreement cannot be reached or either side has waved the meeting, either party is then authorized to request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The party requesting arbitration is responsible for any fees charged by FMCS. A brief statement of the nature of the issues in dispute will accompany the request, to enable the FMCS to submit a list of arbitrators that are qualified for the issues involved.

33.3. After the list of arbitrators is received from FMCS, the UNION and EMPLOYER will meet within fifteen (15) calendar days, to select an arbitrator from the list. If the parties cannot agree on an arbitrator, the EMPLOYER and the UNION will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one (1) name remains. The remaining arbitrator shall be the duly selected arbitrator. The EMPLOYER shall strike the first name.

33.4. The UNION or EMPLOYER may withdraw the grievance any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

33.5. The arbitrator's fee and necessary travel expenses will be SHARED equally by the EMPLOYER and the UNION, except that if the party that filed for arbitration later withdraws the grievance, the filing party shall be responsible for any cancellation fees and other expenses charged by the arbitrator. If withdrawal is to the benefit of all parties, the payment of cancellation fees charged by the arbitrator may be negotiated.

33.6. Arbitration Process.

a. The process to be utilized by the arbitrator may be one of the following:

(1). A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no useful purpose. In this case, all facts, data, documentation will be jointly submitted to the arbitrator with a request for a decision based upon the facts presented. If any other electronic/telephonic communication is necessary with the arbitrator, for any clarification/discussion of the facts, the EMPLOYER and the UNION must be mutually involved/present.

(2). An arbitrator inquiry/investigation can be used when a formal hearing would serve no useful purpose. In this case the arbitrator would make such inquiries as they deem necessary, to include inspecting work sites, taking statements, examining documents, and conducting interviews.

(3). Mini-arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as they deem necessary, prepare a brief summary of the facts, and render an on-the-spot decision without a written opinion.

(4). An arbitration hearing should be used when a formal hearing is necessary to develop and establish facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

b. The parties must mutually agree on any stipulation of the facts to the arbitrator and on the election of any non-hearing resolution of the grievance. Where the parties cannot agree on an alternative procedure, procedure number (4) above must be followed. The parties may jointly direct the arbitrator to simplify or eliminate a written opinion when using the process in (1), (2) or (3) above.

c. The arbitration hearing or inquiry (2, 3 or 4 above), if elected, shall be held during the regular day shift work hours of the basic work week. A representative of the UNION, the grievant's representative if not a representative of the UNION, the aggrieved employee, and any approved witnesses who are otherwise in a duty status with the EMPLOYER, shall be excused from duty for a reasonable amount of time to prepare for the arbitration proceedings and participate in the proceedings, without loss of pay, annual leave, or any other employee benefit. Participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the day(s)/week(s) of the hearing in which they are involved.

d. The arbitration hearing or meeting location will be provided by the EMPLOYER and agreed to by the UNION. The EMPLOYER will submit proposals for the hearing locations one (1) week after the date the hearing has been set. In the event that the parties cannot agree on a hearing location, the issue will be submitted to the arbitrator by conference call. The parties will abide by the arbitrator's decision as to the hearing location.

33.7. Time Limit. The arbitrator will be told that, in order to fulfill the delegation to arbitrate, he must render a decision and remedy to the EMPLOYER and the UNION as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearing and/or submission of final briefs, if any.

33.8. Arbitrator's Authority. The arbitrator's decision(s) shall be final and binding, and the remedy shall be effected in its entirety unless exceptions are filed IAW Section 33.10. of this Article.

33.9. Arbitrator's Authority in Disputes Over the Agreement. The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this Agreement, Agency policy, etc., as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this Agreement or Agency policy.

33.10. Exceptions.

a. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award within the timelines of the FLRA. Such exception must be filed in accordance with Authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately.

b. Any issue of grievability or arbitrability will be decided as a threshold issue at the hearing on the merits (or other arbitration procedures as outlined above).

ARTICLE 34

UNFAIR LABOR PRACTICES

34.1. The EMPLOYER and the UNION agree to provide advance notification prior to filing any unfair labor practice charge.

34.2. In accordance with the provisions of Article 26, paragraph 26.9 and Article 4, paragraph 4.2, the UNION and EMPLOYER agree to meet within fifteen (15) calendar days after the other party provides notification of intent to file an unfair labor practice charge. The purpose of the meeting is to:

a. Clarify the issue or issues involved.

b. Clarify the corrective actions desired, and

c. Attempt to resolve the issue(s) at the installation level prior to filing with the FLRA.

34.3. If agreement cannot be reached to resolve the issues within fifteen (15) calendar days, the complainant party may file the ULP with the FLRA without further delay.

ARTICLE 35

DURATION AND EXTENT OF AGREEMENT

35.1 Effective Date and Term: This Agreement shall be in full force and effect for a period of three (3) years from the date of approval by Headquarters, Department of Defense (DoD) or thirty (30) calendar days after execution of this agreement in accordance with 5 USC 7114 (C)(1)(2)(3). This agreement shall automatically be renewed for three (3) years on each third year anniversary of the effective date, thereafter, unless written notice of a desire to renegotiate and/or revise this Agreement is served by either party upon the other, between the 105 and 60 day period prior to the date of expiration of this Agreement. The present Agreement shall remain in full force and effect during the re-negotiation of this Agreement and until such time as a new Agreement is executed and approved.

35.2. Amendments and Supplements. This Agreement may be amended and/or supplemented as follows:

a. At any time under the provisions of the articles entitled "Negotiations" and "UNION Rights and Representation."

b. Within a reasonable time after the enactment of any new law or government wide or regulation of appropriate authority which affects the provisions of this Agreement. A proposal by either party to negotiate such amendment(s) or supplement(s) shall cite the pertinent law or regulation and the article(s) of this Agreement affected. When such proposal is submitted, representatives of the EMPLOYER and the UNION shall meet within fifteen (15) calendar days to negotiate the requested amendment(s) or supplement(s).

35.3. Re-opener Clause. If the parties mutually agree annually, not later than thirty (30) days prior to the first or second annual anniversary dates of this Agreement, either party may propose in writing to add, amend, delete, or modify up to three (3) articles.

35.4. Effective Date, Amendments and Supplements. Amendments and supplemental agreements to this Agreement shall become effective on the date approved by Headquarters, DOD, in accordance with the Federal Service Labor-Management Relations Statute and shall remain effective concurrent with the basic Agreement.