

# **AGREEMENT**

**BY AND BETWEEN**

**RED RIVER ARMY DEPOT**

**AND**

**LOCAL 2189**

**NATIONAL FEDERATION**

**OF FEDERAL EMPLOYEES**

**EMPLOYER**

**RED RIVER ARMY DEPOT**

**TEXARKANA, TEXAS**

\_\_\_\_\_/s/\_\_\_\_\_/

\_\_\_\_20 Sep 2001\_\_\_\_

**Fred L. Hart, Jr.**

**DATE**

**Colonel, OD**

**Commanding**

**UNION**

**NATIONAL FEDERATION OF FEDERAL EMPLOYEES**

**LOCAL 2189**

\_\_\_\_//s//\_\_\_\_

\_\_\_\_20 Sep 2001\_\_\_\_

**DAVID E. SHARP**

**DATE**

**President, Local 2189**

**National Federation of**

**Federal Employees**

**The effective date of the agreement is 2 October 2001**

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## **PREAMBLE**

Pursuant to the policy set forth in Public Law 95-454 and subject to all applicable statutes and regulations of the appropriate authorities, this agreement, together with any and all subsequent supplemental agreements and/or amendments, constitute a total Agreement. It is entered into between Red River Army Depot, hereinafter referred to as the Employer; and, the National Federation of Federal Employees, Local 2189, hereinafter referred to as the Union and collectively referred to as the parties; for the Employees in the described unit, hereinafter referred to as the Employees.

It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the Federal service and the well being, dignity and respect for Employees through the maintenance of a constructive and cooperative relationship between the Union and the Employer. This Agreement reflects the Parties' consensus relative to personnel policies, practices, procedures and matters affecting conditions of employment; and, provides a means for negotiation, discussion, and adjustment of matters of interest to the Employer, the Union, and Employees.

The Union agrees to support the Employer in their efforts to: eliminate waste, combat absenteeism, conserve materials and supplies, insure timely completion of work, improve the quality of workmanship, encourage the submission of improvement and cost reduction ideas, prevent accidents and promote the development of good will, between the Employer, the Union, the Employees and the local community.

**WHEREAS**, the Employer agrees that supervisors at all levels are expected to provide positive leadership as an example to the Employees under their supervision and to instill in their subordinates a sense of belonging and responsibility. Supervisors are further expected to treat all Employees in a fair and equitable manner and to conduct their operation in a manner, which will show proper regard for the dignity of their subordinates.

**Therefore, the Parties agree as follows:**

## ARTICLE I - RECOGNITION AND UNIT DESCRIPTION

**Section 1.** The Employer recognizes the Union as the exclusive representative, under provisions of the Civil Service Reform Act of 1978, for Employees described in Section 2 of this Article. The Union recognizes its responsibility to represent the interests of all Employees without discrimination based upon race, color, creed, sex, age, handicap, or national origin, and without regard to labor organization membership, with respect to grievances, personnel policies and practices, and other matters affecting general working conditions.

**Section 2.** The Employer recognizes the Union as the exclusive representative for all Employees in the Unit identified below.

**a. Included:** All non-supervisory and non-professional General Schedule and Wage Grade Employees, including temporary Wage Grade Employees of the Department of Army, Red River Army Depot, Texarkana, Texas.

**b. Excluded:** All professional Employees, management officials, and supervisors, General Schedule Employees with appointments of less than one year; Employees assigned to tenant activities at Red River Army Depot; Employees assigned to exclusively recognized or certified bargaining units including Plumbers and Pipe Fitters, Electricians, Water Plant Employees, Guards, Firefighters and Employees described in 5 USC 7112(b)(2)(3)(4)(6) and (7).

## ARTICLE II - PROVISIONS OF LAW AND REGULATIONS

**Section 1.** In the administration of all matters covered by this agreement, the Employer and the Employees are governed by the existing or future laws and regulations of the appropriate authorities. Included are published agency policies and regulations in existence at the time the agreement was approved, which are not in conflict with this agreement, and by subsequently published agency policies and regulations required by law or by the regulations of the appropriate authorities. The Employer is mindful of its obligations in Chapter 71, Title 5 of USC.

**Section 2.** It is agreed and understood by the Employer and the Union that this Article applies to this initial agreement and all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

### **ARTICLE III - EMPLOYER RIGHTS**

**Section 1.** Subject to Section 2 of this Article, nothing in this Article will effect the authority of any management official of the Employer -

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

b. IAW 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 Employees;

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

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

(4) to take actions necessary to carry out the Employer's mission during emergencies.

**Section 2.** Nothing in this Article will preclude the Employer and the Union from negotiating:

a. At the election of the Agency, on the numbers, types, and grades of Employees or positions assigned to any organizational unit, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. The procedures which management officials of the Employer will observe in exercising any authority under this Article; or

- c. The appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article.

## **ARTICLE IV - EMPLOYEE RIGHTS**

**Section 1.** The Employer and the Union agree that Employees in the bargaining unit will have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each Employee will be protected in the exercise of such right.

**Section 2.** Employees have the right, regardless of Union membership to bring matters of personal concern to the attention of appropriate official(s) IAW applicable laws, rules, regulations or agency policy.

**Section 3.** Employees have the right to be represented by an attorney or by a representative of their choice in any grievance, investigatory interview or statutory appeal action, except those subject to the negotiated grievance procedures.

**Section 4.** Nothing in this agreement will require an Employee to become or to remain a member of a labor organization, or to pay money to the organization, except as pursuant to a voluntary written authorization by a member for payment of dues through payroll deduction.

**Section 5.** The Employer will take such action, consistent with the law, as may be required to assure that Employees in the unit 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.

**Section 6.** Employees will have the right to raise dissatisfactions or give testimony under the negotiated grievance procedure or any other available procedure for redressing alleged wrongs without fear of penalty or reprisal.

**Section 7.** The Employer agrees that Employees will be authorized a reasonable amount of official time to consult with Union representatives regarding representational issues. Employees will request approval from their supervisor for use of official time for these purposes. The Employer will provide an appropriate PCN and OP Code to report approved time. If, because of mission requirements, the

Employee cannot be released immediately, the Employer will arrange a time as soon as possible (normally within one workday) for the Employee to meet with the Union. If longer than one day, the Employer will notify the Union.

**Section 8.** Consistent with appropriate law and regulation, the Employer agrees to respect the privacy rights of Employees. As such, the Employer agrees to the following:

a. When representatives of the Employer meet with Employees regarding their conduct or performance, such meetings will be regarded as confidential and held in a private manner. Instructions and counseling will be given in a reasonable and constructive manner. Electronic recordings will not be made without the knowledge of the Employee. If recorded, the Employee will be provided a copy of the transcript unless it is of an internal security or legal concern.

b. Whenever the Employer meets with an Employee regarding the Employee's conduct or performance, the Employer may document the meeting. If documented, the Employee will receive a copy of the documentation, signing as acknowledgment of receipt. The Employee's signature in no way reflects agreement with the actual content of the document but merely that the counseling occurred. If the Employee refuses to sign acknowledging receipt, the Employer will obtain the signature of a witness acknowledging delivery of the document.

c. If an Employee is to be served with a warrant or subpoena, it will be IAW applicable laws and regulations and to the extent possible in private.

**Section 9.** Employees will have the right to request and be represented at:

a. Any formal discussion between one or more Management Officials and one or more Employees or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

b. Any examination by the Employer in connection with an investigation if:

(1) the Employee reasonably believes that the examination may result in disciplinary action;

and

(2) the Employee requests representation.

**Section 10.** The Employer agrees to inform Employees of the above right annually.

**Section 11.** If in an active duty status, an Employee may use official duty time without charge to leave or loss of pay: for the purposes of securing advice on rights and privileges under governing regulations, for obtaining information or assistance pertaining to the grievance, and for preparation of the grievance. Such time will be limited to that which is reasonable and necessary based upon the complexity of the grievance.

**Section 12.** Employee Records:

a. IAW appropriate regulations the Employee or designated representative will have the right to review official records.

b. Employee Record Folder (commonly referred to as "80 Card") will be maintained at division level consistent with electronic access.

c. Employees may review and receive a copy of their records as maintained in Section 12b above.

## **ARTICLE V - UNION RIGHTS AND OBLIGATIONS**

**Section 1.** The Union will accept Employees of the Unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, martial status, or physical handicap.

**Section 2.** The Union will be entitled to act for and to negotiate agreements covering all Employees in the bargaining unit and will be responsible for representing the interests of all such Employees without discrimination and without regard to Union membership.

**Section 3.** The Union will be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

**Section 4.** The Union will be authorized up to one hour to have a representative to meet with new/transferred Employees during orientation. The Union representative will be permitted to inform the Employees about the Union.

**Section 5.** The Union officers/stewards will be granted access to regulations necessary to assist them in carrying out their representational tasks. The Employer will provide the Union with a copy of Red River Army Depot regulations, and changes thereto, upon publication.

**Section 6.** Employees are entitled to be represented by a Union representative at each Step of the Grievance process.

## **ARTICLE VI - UNION REPRESENTATION**

**Section 1.** The Employer agrees to recognize the Union stewards authorized by the Union. The number of stewards will be the minimum number required to ensure every Employee in the organizational unit (defined as a group of Employees in a cost center, headed by a first-level supervisor, team leader or self-managed-work-team) will have access to a steward on their work shift. Normally, stewards will be Employees of the Unit. The Employer will consult with the Union if the number of stewards appointed appears to be excessive or insufficient. The Union agrees to give bonafide consideration to the views of the Employer.

**Section 2.** When an Employee is initially assigned into the organizational unit, the supervisor will inform the Employee of the shop steward.

**Section 3.** The Union's right to represent Employees applies to work performed during scheduled tours of duty as well as periods of overtime.

**Section 4.** The Union President/Chief Steward will maintain and furnish the Employer a complete and current list of duly elected officers and stewards.

**Section 5.** Official time usage for designated Union officials will be as follows:

a. Time spent meeting with the Employer (at the Employer's request) is excluded for hours of representational purposes.

b. Representational time shall be:

(1) The President is authorized reasonable amounts of official time up to 100% per pay-period.

(2) The Chief Steward and 1st Vice-President are authorized reasonable amounts of official time up to 75% per pay-period.

(3) The Vice Presidents are authorized reasonable amounts of official time up to 25% per pay-period.

(4) The Stewards are authorized reasonable amounts of official time NTE 4 hours per pay-period.

c. When the Union's use of official time exceeds what is authorized above, the Union and the Employer will discuss the issue to include the problem(s) causing the excess usage in a particular area. When deemed appropriate, additional amounts of time will be authorized.

**Section 6.** The Parties agree that official duty time will not be authorized for Union officers or stewards to perform internal Union business. Examples of internal Union business include, but are not limited to solicitation for membership; campaigning for, or participating in, Union elections; and the performance of administrative functions related to benefits offered by the Union.

**Section 7.** Representation duties will include:

a. Investigating, preparing and/or presenting grievances, arbitrations, and Unfair Labor Practices (ULPs).

b. Consulting and/or negotiating with representative(s) of the Employer concerning personnel policies, practices, and conditions of employment.

c. Researching and preparing recommendations and/or proposals in connection with the above consultations, negotiations, and meetings.

d. Representing and assisting Employees on statutory EEO complaints, MSPB proceedings, OWCP matters, and classification appeals, as permitted by law.

**Section 8.** The use of official duty time is subject to the following procedures:

a. The Employer and the Union agree that Union representatives will request official duty time from their immediate supervisor to perform representational duties. If the immediate supervisor is not available, their designee will be contacted.

b. When the requested official duty time is to be utilized to perform a representational function, and the amount of time requested is reasonable and necessary, the supervisor/designee will approve release for the time requested, or initiate discussions exploring alternative times for release based on job requirements and representational needs. If the request cannot be approved, or no alternative time can be mutually agreed upon, the supervisor/designee will notify the Union with the reasons for not approving the request and of reasonable alternative times for release.

**Section 9.** All Union representatives will properly report all official duty hours spent in pursuance of Union representational duties under time and attendance codes provided by the Employer.

**Section 10.** The steward will be given an opportunity to be present on matters of Employee complaints and grievances within his/her designated area. One steward will not usurp another steward's area of responsibility.

**Section 11.** The Union agrees that one steward at a time will deal with the supervisor as it relates to an Employee grievance or problem. The steward and supervisor will make a sincere effort to resolve the Employee complaint. If the complaint cannot be resolved, the steward may carry the problem or complaint to the next level. The first-step discussion will be between the shop steward, the Employee (if any), and the supervisor. When more than one management official attends, the Union President or his designee may participate at the first step. The Union President or his designated representative may participate in grievance discussions at the second step of the grievance.

**Section 12.** The Union agrees that it will not refer any complaints, grievances, appeals or problems off of the installation until the problem has been discussed with Commander or designee. It is understood that this does not preclude the Union from seeking advice from its National office or other sources.

**Section 13.** The Employer agrees to grant official time to Employees who are officially designated as Union officers or stewards, to attend Union sponsored training. Normally, official time for this purpose will not exceed 20 hours annually from 1 Jan through 31 Dec each year. A written request will be submitted at least 10 days in advance by the Union to the Directorate of Personnel.

**Section 14.** No paper, document, or communication issued by the Union will be deemed valid unless it bears the signature of the President or his/her designee.

**Section 15.** Union representatives will be invited to participate in the deliberation of the Incentive Awards Committee.

**Section 16.** Representatives of the National Organization will be permitted to meet with local officials. Representatives will abide by all security regulations. The Union will inform the Director of Personnel when representatives of the National will visit the Depot. Normally, 24 hours advance notice will be given.

## **ARTICLE VII - MATTERS APPROPRIATE FOR NEGOTIATION**

**Section 1.** Any negotiation of the amendments and supplements to this Agreement, as well as changes in working conditions, may be requested by the Employer or by the Union.

**Section 2.** Procedure for Bargaining. This procedure is applicable to Mid-term and Impact and Implementation Bargaining.

a. The Employer shall notify the Union prior to the planned implementation of a proposed change to conditions of employment. Upon request, a written notice will be provided to the Union of the proposed change and the proposed effective date of the change.

b. The Union shall have four (4) workdays from the date of notification to request bargaining. The Union will normally have eight (8) workdays to provide written proposal.

c. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

d. Upon timely request by the Union, bargaining will commence within eight (8) working days, unless otherwise agreed upon by the Parties.

e. The Employer shall have eight (8) working days from the date of receipt of Union initiated proposed change to conditions of employment to forward written proposals to the Union. Bargaining will commence within eight (8) working days, unless otherwise agreed upon by the parties. All bargaining will be governed by the ground rules agreed upon by the Parties.

**Section 3.** It is recognized that this Agreement is not all-inclusive. The fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and the exchange of views or to negotiate.

**Section 4.** Amendments to this Agreement may be required due to changes in applicable laws, Executive Orders and regulations or policies of appropriate authority (Government-wide rules or regulations). In such an event, the parties will meet within thirty (30) calendar days after receipt of the required change. The parties will meet to negotiate new language to satisfy the mandatory requirements.

**Section 5.** The timeframes in this article may be extended in individual situations by mutual agreement of the parties. Requests for extensions from either party must be made in advance of the deadline.

## **ARTICLE VIII - VOLUNTARY ALLOTMENT OF UNION DUES**

**Section 1.** Union dues will be deducted by the Employer from the Employee's biweekly pay, when an Employee voluntarily authorizes a deduction by executing SF 1187, Request for Payroll Deduction for Labor Organization Dues; and, the Union submits the form to the servicing Defense Finance and Accounting Service (DFAS) Office.

**Section 2.** Deductions will begin the first full pay period that commences after receipt of the completed form by the servicing DFAS Office.

**Section 3.** The Union will notify the servicing DFAS Office when the dues structure changes. The change will be effected at the beginning of the first full pay period after receipt of such notice. Only one (1) such change will be made in any period of 12 consecutive months.

**Section 4.** Upon disbursement for each pay-period, the servicing DFAS Office will certify for payment the net amount withheld and forward funds by electronic fund transfer/direct deposit to the financial institution and account designated by the Union along with an alpha listing of names.

**Section 5.** The servicing DFAS Office will terminate an allotment:

- a. At the end of the pay period following notification of loss of exclusive recognition by the Union;
- b. At the end of the pay period, or during which, an Employee is separated or moves on a permanent basis to a position not included within the unit of recognition; and
- c. At the first complete pay period after written notification is received from the Union that an Employee is no longer a member in good standing in the Union.

**Section 6.** Employees may obtain a SF 1188 from the Union or the local Customer Service Representative. The servicing DFAS Office will terminate an allotment upon the receipt of a properly completed SF 1188. The SF 1188 must be submitted prior to the beginning of the first pay period, one calendar year after the Employee's dues have been withheld. Any subsequent revocation will be effective on the first pay period beginning on or after September 1, provided the revocation is received in the payroll CSR Office prior to September 1.

## **ARTICLE IX - USE OF FACILITIES**

**Section 1.** Depot facilities will be made available upon request for Union meetings after the close of the day shift. The Union will be responsible for the security and the cleaning of the facilities.

**Section 2.** The Employer agrees to provide:

- a. Adequate space, office furnishings, and appropriate equipment (including reasonable access to a copy machine) in the Union Office, including utility services, cleaning services and maintenance.
- b. Adequate telephone service with local depot calling.

**Section 3.** Space on official bulletin boards shall be made available for the Union. Space provided will be sufficient to accommodate two (2) 8 1/2" x 11" size documents. Information posted by the Union will not violate any law or regulation, or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards. The Union will maintain its designated bulletin board space in a neat and orderly manner, and will insure that material is kept current.

**Section 4.** Representatives of the Union will be authorized reasonable access to telephones of the Employer in the conduct of authorized representational activities (for on-post and local calls).

**Section 5.** The Employer agrees to provide the Union, upon request, a copy of the Position Control, a TDA and a Manpower Status Report by Organization.

**Section 6.** Internal Mail Service. The Employer's internal mail services will be available for use by the Union for communications between the Union and the Employer, and between the Union and its official representatives.

**Section 7.** The Employer agrees that the Union may submit items of general interest to its members for inclusion into the Depot Bulletin. The Employer will allow distribution of Newsletter via email to all RRAD members.

**Section 8.** The Employer will make transportation available to the Union in the Ammunition Area.

**Section 9.** Union Representatives may use the depot taxi service in fulfilling their representational functions.

## **ARTICLE X - HOURS OF WORK AND BASIC WORK WEEK AND SHIFT OPERATIONS**

**Section 1.** Tour of duty means the hours of a day and the days of an administrative workweek. Administrative workweek means seven consecutive days extending from 0001 hours, Sunday, to 2400 hours the following Saturday.

**Section 2.** The regular tour of duty, normally, will consist of four consecutive 10-hour workdays, Monday through Thursday or five consecutive 8-hour workdays, Monday through Friday. All tours of duty will be established and changed IAW applicable laws and regulations. Except for bonafide emergencies, no change of established tours of duty or hours of work for an organizational unit will be made without prior negotiation with the Union.

**Section 3.** The regular tour of duty, wherever possible, will provide for three consecutive days off for Employees on a 4-day-10-hour tour of duty and two consecutive days off for Employees on a 5-day-8-hour tour of duty. Normally, Sunday will not be a scheduled workday within the regular tour of duty.

**Section 4.** When the daily tour of duty begins on one calendar day and extends into the next calendar day, the day on which the tour begins will identify the tour for that day. For example, a tour of duty beginning 2000 hours Friday and ending 0430 hours Saturday, is identified as the Friday tour of duty.

**Section 5.** A scheduled lunch period (excluding paid lunch periods), when Employees are entirely free of duty connected with the job, will commence around the mid-point of the shift, except in infrequent cases where an Employee may be required to complete an important task or to provide coverage at the work site.

**Section 6.** When job requirements necessitate more than one shift, assignment to the first, second or third shift will be made to qualified Employees through their preference and seniority. The seniority of an Employee will be based on his/her service computation date. Competition for shifts will be between Employees of the same job number. Where the use of the lower organizational level does not provide for Employees performing the same duties to compete for shift assignment, the area of competition will be extended to include the next higher level, up to the division.

a. Employees will remain on the shift to which they are assigned on the date this agreement becomes effective until the next scheduled canvass for shift preference. The canvass will be made in November after the contract is approved and once a year thereafter. The canvass will be implemented at the beginning of the first pay period on or after 1 January.

b. It is recognized that there will be situations where an Employee should be permitted a shift assignment other than the one to which assigned. Preferential shift assignments will be limited to medical problems of the Employee or a family member of their household, for a period not to exceed 60 days. In

such cases, medical certification will be required. An Employee is expected to make arrangements within 60 days, as necessary, to permit return to the regularly assigned shift. The Employee will justify, through channels, to the Division Chief the hardship situation requiring the Employee to work another shift. The Employer will permit the Union to review the request and make its recommendations within three (3) workdays. The Employer will be the approval authority for such requests.

c. Preferential shift assignments will be given to permit attendance at National Guard or Reservist meetings and training. To be eligible for such preference, the Employee will provide a statement signed by his/her unit commander indicating training dates, whether weekly or monthly, as well as summer training dates. Employees whose tour of duty includes Saturday work and who are required to train on Saturday will be scheduled for Saturday work for the remaining Saturdays in each month. The Employer will review each case and determine the tour of duty to be established depending on the needs of the organization and the individual Employee. Job swaps for shift preference will be considered by the Employer.

d. An Employee recruited on a temporary or term time-limited appointment will be placed on the shift for which appointed. After being on the job for six months, an Employee recruited on one of these appointments will compete for shift preference by seniority in shift preference canvasses.

**Section 7.** Irregular tours of duty (tours other than the ones defined in Section 2) will be staffed as follows:

a. Employees of the same job number, normally within the same organizational unit, may volunteer for the irregular tour. "Volunteer," means an Employee acting for themselves only, in any matter covered by this Agreement. This definition will be used throughout this agreement. If there are more volunteers than needed, requests will be honored on a high seniority basis.

b. If volunteers do not cover staffing requirements, Employees of the same job number, normally within the same organizational unit, will be selected in inverse seniority order.

**Section 8.** It is agreed that when making assignments for shifts or irregular tours based on service computation date, ties in seniority will be broken by considering the last four digits of the Employees' Social Security Number. The smallest number will be the starting point, "highest seniority." This procedure will be used throughout this agreement.

**Section 9.** Employees will be granted 15-minute rest periods (two breaks) each day normally near the midpoint of each half shift. The Employer will provide a reasonable amount of personal cleaning time before the beginning of the lunch period and at the close of the workday.

## **ARTICLE XI – OVERTIME**

**Section 1.** Overtime is defined and computed IAW applicable laws and regulations.

**Section 2.** Overtime assignments will be equitably distributed on a rotational basis among the Employees who are assigned the same job number and have the necessary qualifications within the immediate organizational unit. Separate overtime rosters will be maintained for full and part-time Employees.

**Section 3.** Overtime rosters will be established when two or more Employees are on the same job number and maintained current by the Employer for each organizational unit, on a form mutually agreed upon by the Union and the Employer. Overtime rosters may be maintained on computers. Rosters in effect upon approval of this agreement will continue until 1 January. New rosters will be established 1 January of each successive year of this agreement, with all Employees listed on the roster having zero hours.

**Section 4.**

a. The Employer agrees to utilize a “sign-up” list to determine availability for overtime work. Employees desiring to work overtime will indicate by 1200 hours Wednesday their availability for overtime work for the weekend. Employees indicating non-availability will not be contacted further in the event overtime is to be worked. Failure to sign or initial the availability roster will be accepted as “not available.” Employees may elect to have the supervisor/leader/ designee or shop steward initial on the availability roster for them. If reached on the overtime roster, they will be charged with the amount of overtime they would have been offered. An Employee indicating availability who goes on leave before being contacted for a definite offer will call (supervisor/leader/ designee or shop steward) back by 1400 hours on Wednesday to accept the offer. Employees who indicate agreement to work overtime IAW this contract are expected to report for work at the scheduled time. An Employee who is offered overtime and is off work must contact their supervisor/leader/designee or shop steward within one hour of close-of-business (COB) on the last workday before the overtime is worked for verification that the overtime is

still scheduled. If overtime is cancelled between the Employee's call and COB, and if the Employee is not notified, the Employer will pay the Employee for two (2) hours of overtime. In case of insufficient volunteers, the Employer has the right to re-canvass employees on duty.

b. The first offering of overtime will be based on the seniority of the Employee(s) who indicated availability. In the event an offer of overtime is declined, the Employee will be credited with the amount of overtime offered. When an Employee is scheduled for a specific amount of overtime but less time is worked (through no fault of the Employee), the actual amount worked will be credited to the overtime roster, and to those Employees who may have declined the overtime assignment. When an assignment is extended beyond that scheduled, the amount worked will be credited; however, those who declined will be charged the hours that were scheduled to be worked. In the event an Employee fails, for any personal reason (sickness, etc.), to complete an overtime assignment in the amount scheduled, the amount scheduled will be credited to the Employee.

c. Except where continuity of work is essential, offers of overtime which fall on an Employee's regular days off will be made for single days (e.g., Friday, Saturday or Sunday) if overtime is required. Offers of overtime to be performed before and/or after the scheduled workday will be made as a single offer.

d. An Employee away from his regularly assigned position (detail, temporary promotion, leave, etc.) will be credited with overtime that would have been offered had the Employee been on duty in their permanently assigned position. The Employee temporarily assigned outside their area will be offered overtime in competition with Employees in the area where assigned. If volunteers are not sufficient to meet an overtime requirement within an organizational unit from which an Employee is detailed (except temporary promotion), the Employee, on assignment to other organizational units will be offered overtime prior to going outside the organizational unit.

e. When it becomes necessary to go outside of the immediate organizational unit to meet overtime requirements, offers of overtime will be to qualified Employees from the overtime roster in the organization selected by the Employer to provide the additional personnel.

f. An Employee who cannot perform the full scope of duties will be assigned a set of duties. Employees on set of duties will be on a separate roster.

**Section 5.** Overtime rosters and availability sheets will be available on oral or written request by an Employee or by steward. Upon request, the Union will be provided a copy of the overtime roster and availability sheets.

**Section 6.** Special Projects and Familiarity.

a. When the requirements for a special project are not completed and the project requires continuity of incumbency, preference will be given to those Employees who are assigned to the project. The Employer will consult with the Union President or appropriate Vice-President before working Employees overtime on a special project. Overtime worked on special projects will be credited to the employees home cost center's roster.

b. When familiarity of a work operation is needed for productivity and cost effectiveness, overtime offers will be made to Employees who are assigned to support the operation. The Employer will consult with the Union President or appropriate Vice-President before working Employees overtime on a familiarity of work operation project. This provision will not deny Employees equally qualified to compete for overtime offers, but will apply when training or orientation to the work operation would delay the work and result in decreased efficiency or increased costs. The Employer will consult with the Union and opportunities for training to achieve familiarity will be rotated equitably.

**Section 7.**

a. Except in an emergency, the Employer agrees to provide the Employee at least two (2) hours notice before directing the Employee to work overtime. The Employer agrees to give due consideration to the Employee's personal circumstances, subject to the paramount requirement of fulfilling the mission of the Employer. The Employer is not expected to place telephone calls to Employees, who are not on duty, to make offers of overtime work, except as provided in paragraph b below.

b. When situations occur that requires the Employer to make telephone calls to Employees that are not on duty, the callback list will be used.

**Section 8.** Prior to assigning overtime, the Employer will inform the Union President or his designee of the number of Employees to be worked on overtime.

**Section 9.**

a. The Employer will make a reasonable effort to secure the needed skills before directing Employees to work overtime. When the skills are available in other organizations within the Division, those Employees will be canvassed before Employees are directed to work the overtime.

b. Employees will not be directed to work overtime outside their organizational unit unless all Employees of the same job number in the organizational unit where the work is to be performed are scheduled to work (except Employees excused for a justifiable reason). The roster will be annotated to reflect the reason an Employee is by-passed or excused from directed overtime.

c. When directing Employees to work, Employees with the least amount of overtime actually worked will be assigned the overtime.

**Section 10.** When an Employee is called back to work, any unscheduled overtime work performed will be considered at least two (2) hours in duration.

**Section 11.** The Employer will make a reasonable effort to secure rides for Employees who do not have transportation to their homes because of required overtime for which they had no opportunity to plan. A telephone call will be authorized to notify the Employee's family that they are scheduled to work beyond the scheduled duty time.

**Section 12.** Overtime and/or holiday work to be performed on the weekend will be offered to the Employee who regularly works the shift on which the overtime is to be performed, before going to other shifts to offer the overtime/holiday work.

**Section 13.** For planning purposes, the Employer may advise Employees in advance of anticipated overtime or holiday work requirements.

**Section 14.** An illness or an emergency which prevents an Employee from reporting for duty to perform overtime or holiday work will be reported to the supervisor within two (2) hours after the beginning of the shift. The same requirements to justify an absence during the regular tour of duty will apply.

**Section 15.** General Schedule and Wage Employees, eligible for compensatory time off in lieu of overtime pay, may request to receive compensatory time off in lieu of overtime pay IAW applicable laws and regulations.

**Section 16.** When workload permits, the Employer will allow Employees who earn compensatory time instead of overtime to use their compensatory time at the earliest time convenient to them, ordinarily within twenty-six pay periods from the pay period in which earned. Compensatory time off shall be granted before annual leave is approved. If annual leave would otherwise be forfeited, the annual leave will be granted before compensatory time off.

**Section 17.** It is agreed that all parties (Employer, Union, and Employees) have the responsibility in ensuring overtime rosters are correct. Each Employee will be responsible to notify their supervisor and the appropriate Union representative of any error in the selection for overtime prior to the overtime being worked. This will afford both the Union and the Employer an opportunity to correct the error prior to the overtime being worked. In cases when an oversight or error has been made and not discovered until after the overtime was worked, Alternative Dispute Resolution (ADR) techniques will be encourage by the Parties.

**Section 18.** When a new Employee enters a Cost Center, the new Employee will be added to roster high offered and low worked.

**Section 19.** When an Employee returns from a temporary promotion or detail, that Employee will maintain his/her number of hours actually worked prior to leaving the Cost Center. In the event the low number of hours worked is more than the Employee actually worked, the Employee will be placed on the roster with the high offer and low worked.

## **ARTICLE XII - ANNUAL LEAVE**

**Section 1.** Employees will earn and be granted annual leave IAW applicable laws and regulations. Annual leave will be charged in 15-minute increments.

**Section 2.** The Employer should request annual leave schedules, using a Vacation Schedule form, from Employees by 15 January. At least 50% of use/lose annual leave should be scheduled at this time. The

Employee's needs and desires will be considered by the Employer. Seniority will be used when all requests for annual leave cannot be approved. Other annual leave will be on a first come, first serve basis.

**Section 3.** Normally, regular days off immediately preceding and following scheduled vacation periods will be treated as part of the vacation schedule, to permit Employees to include these days in their vacation plans.

**Section 4.** It is agreed that no Employee will be called back from leave unless an emergency designated by the Employer arises and no other Employee of the same classification and grade within the organizational unit is reasonably available to perform the required duties.

**Section 5.** The Employer will cancel scheduled annual leave only when an Employee's services are required to meet workload requirements.

**Section 6.** The Employer will approve unscheduled annual leave requests when:

- a. The Employer is contacted within two (2) hours of the beginning of the work shift;
- b. The reason for the absence is not known in time to schedule the leave; and,
- c. The Employee's services can be spared without seriously impacting workload accomplishments.

All reasonable efforts will be made to approve the Employee's absence for emergency situations such as death or critical illness in the immediate family or personal business requiring prompt attention.

**Section 7.** Employees may request and be granted advanced annual leave IAW applicable laws and regulations.

## **ARTICLE XIII - SICK LEAVE**

**Section 1.** Sick leave shall be earned and used IAW applicable laws and regulations.

**Section 2.** Sick leave may be used when the Employee:

- a. Receives medical, dental, or optical examination or treatment;

b. Is incapacitated for the performance of duties by sickness, injury, pregnancy and confinement;

c. Is required to give care and attendance to a member of their immediate family who is afflicted with a contagious disease; or,

d. When the Employee's presence on the job would jeopardize the health of others, because of exposure to a contagious disease.

**Section 3.** Under the Family Friendly Leave Act (FFLA), Employees may use sick leave to care for a family member as a result of illness, injury, pregnancy, childbirth, or medical, dental or optical examination or treatment, or for travel and attendance at the funeral or memorial service of a family member, including pre-funeral gatherings/ceremonies.

a. Employees may use up to forty (40) hours of sick leave per leave year for family care and bereavement purposes. Employees may also use up to sixty-four additional hours per leave year for these purposes (for a total of 104 hours), provided the amount of sick leave remaining in their sick leave account would not fall below eighty (80) hours.

b. Family members under this Act are defined as a spouse, or the spouse's parents; children (including adopted children), and their spouses; parents, brothers and sisters and their spouses; and any individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship.

c. An Employee who is caring for a family member with a serious health condition may use up to 480 hours of sick leave in a leave year IAW 630.401(c)(1), Code of Federal Regulations (CFR).

d. An Employee may be entitled up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for certain family and medical needs, as specified in Section 630.1203(a) of Code of Federal Regulations (CFR).

**Section 4.** An Employee must request sick leave (including Family Friendly) and obtain approval from their supervisor, acting supervisor, or next level supervisor within two (2) hours of the beginning of the work shift. If the Employee is unable to request sick leave, the Employer will accept a call from the Employee's designee. Sick leave for treatment and examination should be scheduled in advance with consideration given to minimizing usage.

**Section 5.** Sick leave/Family Friendly of three (3) workdays or less will require Employee certification. Sick leave in excess of three (3) consecutive workdays will require the Employee to furnish medical certification upon his return to duty that is administratively acceptable to the Employer (original form and signature, Etc). Sick leave for bereavement purposes will require self-certification by the Employee that is administratively acceptable

**Section 6.** When the supervisor has reason to believe that sick leave is being abused, he/she can verbally advise the Employee of the reason for suspicion (e.g. annual leave requested and denied and Employee calls in for sick leave) and that medical certification is required upon the Employee's return to duty.

**Section 7.** When the supervisor has reasons to believe that the use of sick leave has been abused based on excessive utilization of a frequent, short-term nature, the supervisor may counsel the Employee and subsequently place the Employee under a Letter of Instruction (LOI) for leave use. The number of sick leave hours used will not in themselves establish abuse. A letter of instruction will be reviewed every six-(6) months and removed, if no longer needed. A LOI is not a disciplinary action. If a disciplinary action for an attendance related offense is not taken during the six-month period of LOI, the LOI will be rescinded. If discipline is taken, the LOI will be extended for six additional months.

**Section 8.** The Employer will advance, to eligible Employees, sick leave not to exceed 240 hours in established deserving cases of serious disability or ailment. Such leave will be granted IAW applicable regulation under the following conditions:

- a. The Employee furnishes written evidence from a physician or practitioner that the Employee is expected to return to duty on a permanent basis.
- b. The Employee has exhausted all accumulated sick leave and any unscheduled or restored annual leave that the Employee might otherwise forfeit during the leave year.
- c. The Employee has not established a pattern of excessive sick leave utilization as covered above.
- d. There is no evidence indicating the Employee will not remain employed after his/her return to duty long enough to repay the advance of sick leave.

## ARTICLE XIV – ADMINISTRATIVE LEAVE

**Section 1.** Excused absence not to exceed five (5) hours will be granted to donate blood.

**Section 2.** Adverse Weather.

a. The closing of an activity for a brief period is within the administrative authority of the Employer. During any period of shutdown, management will apply the appropriate regulatory guidelines for either charging leave or excusing Employees without charge to leave when emergency conditions arise.

b. Excused absence (administrative leave) may be granted to avoid hardship for employees who are authorized to leave after official notice of dismissal, but before official departure time, for the period remaining until official departure time. When an employee leaves after receiving official word of the pending dismissal but before the time set for dismissal (with supervisory approval) in a situation not involving a hardship, annual leave, credit hours, compensatory time earned, or LWOP may be charged as appropriate for the period remaining until the employee's official departure time, i.e., the authorized dismissal time.

c. When the Employer decides during non-duty hours to operate on a reduced basis or close the activity due to adverse weather conditions, the Employer will disseminate the information to local radio and TV stations immediately after the decision is made.

**Section 3.** In the interest of fulfilling its community obligations, the Employer, normally, agrees to grant administrative leave to those Employees engaged in voluntary community service such as, but not limited to rescue and protections work, fire fighting services, EMT, etc.

**Section 4.** Employees are expected to report to work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to appropriate supervisor. Supervisors may excuse tardiness and brief absences from duty of less than one (1) hour if Employee gives adequate reasons. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or LWOP at the Employees request and supervisors approval or AWOL as determined by supervisor. Annual leave should be charged if the Employee has any.

**Section 5.** The Employer will provide appropriate relief to Employees affected by hot and/or cold working conditions IAW ACGIH (American Conference of Government Industrial Hygiene Manual).

**Section 6.** Absences for court duty will be granted IAW applicable regulations. When called to perform court duty, the Employee will promptly notify his supervisor. Upon completion of such service the Employee will present the supervisor evidence of time served.

**Section 7.** Excused absences for voting purposes will be granted IAW existing laws and regulations.

## **ARTICLE XV - LEAVE OF ABSENCE.**

**Section 1.** Leave without pay (LWOP) will be granted IAW applicable law and regulations.

**Section 2.** The Employer recognizes that Employees may be elected or appointed as a delegate to a Union Convention or other such function. In this regard, the Employer will authorize annual leave or LWOP subject to the mission requirements of the Employer.

**Section 3.** The Employer, normally, agrees to grant a leave of absence for up to a two-year period whenever advance notice is given, when the Union member has been elected or appointed to a National Union position. The Leave of absence may be extended for additional periods at the request of the Employee.

**Section 4.** Employees returning to duty from approved leaves of absences will be granted such rights, privileges, and seniority to which they may be entitled at that time IAW applicable statutes and regulations.

## **ARTICLE XVI - EQUAL EMPLOYMENT OPPORTUNITY**

Employees who believe they have been discriminated against may pursue their dissatisfaction through the EEO Complaint Procedures or the negotiated grievance procedure, but not both. The Employee shall be deemed to have exercised his/her option to raise the matter under either a statutory procedure, or the

negotiated procedure at such time as the Employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing under the negotiated grievance procedure, whichever comes first. A grievant may appeal to EEOC the final decision on a grievance when an issue of employment discrimination was raised in the negotiated grievance procedure.

## **ARTICLE XVII - EMPLOYEE ASSISTANCE PROGRAM**

**Section 1.** The Employer and the Union recognize the need to assist Employees whose job performances are adversely affected by medical, behavioral, and emotional problems. The Union supports the Employer's Employee Counseling Services Program as a means for providing information, education, and other appropriate assistance or referral services for Employee problems.

**Section 2.** The Employer and the Union jointly recognize the importance of the prevention and rehabilitation aspects of alcohol and drug abuse problems. The Union supports the Alcohol and Drug Abuse Prevention and Control Program as a means to restore Employees to effective duty.

**Section 3.** An Employee acknowledging an alcohol or drug abuse problem, which affects job performance or conduct, will be given the opportunity to avail themselves of program resources and reasonable time to obtain assistance/rehabilitation on the depot. Satisfactory progress toward rehabilitation will be given favorable consideration when disciplinary/adverse actions are being considered IAW law and applicable regulations.

**Section 4.** Records created in relation to an Employee's alcohol or drug problems will be regarded as confidential. Information from these records will be released to the Employee's Union representative upon written authorization from the Employee.

**Section 5.** An Employee may seek assistance and counseling on alcohol or drug problems without jeopardizing job or promotional opportunities, as provided by statute.

## **ARTICLE XVIII - SAFETY AND INDUSTRIAL HYGIENE**

**Section 1.** The Employer will exert every effort to provide and maintain safe working conditions and industrial health protection for the Employees, using applicable rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all Employees to work in a safe manner and to use prescribed personal protective equipment.

**Section 2.** It is agreed that comfort and aid to injured individuals will be of prime concern to the Employer and the Union. The Employer will provide proper emergency medical support (first aid) for Employees on work status at Red River Army Depot to the extent feasible.

**Section 3.** As provided in Army Safety Regulations, the Employer will investigate reported safety hazards and inform the responsible parties to initiate corrections immediately.

**Section 4.** The steward will call to the attention of the Employer, conditions in a work area that tend to become a hazard to the health or safety of the Employee.

**Section 5.** No Employee will be required to work alone at any work site that has been determined hazardous by the Safety Office and where such determination has been published in current regulations.

**Section 6.** The Employer agrees to provide suitable standard protective clothing, equipment, and safety devices for Employees when required. This includes safety glasses (screening and examinations IAW DA policies) and safety shoes or boots, as appropriate. Rain slickers will be provided for Employees whose regular duties require them to work outside. Rubber boots will be provided for Employees who must stand in water to perform their assigned duties. Required emergency facilities, such as eye wash equipment, shower facilities, and equipment boards will be available and be visually displayed per applicable safety regulations and CFR 1910, 151C.

**Section 7.** The Employer will provide First Aid training and CPR training to a reasonable number of Employees throughout the depot.

**Section 8.** CPR Disposable Airways (2 each) will be provided to Employees who complete CPR training for use at the work-site. Supervisors will be provided one for use at the work-site.

**Section 9.** The Employer will provide safe and adequate transportation for all Employees who are required to use government vehicles.

**Section 10.** Locker space will be furnished to all Employees, by the Employer, at or reasonably near the work site. Inspections and/or searches of government property used by Employees (lockers, desk, toolbox, etc.) will be consistent with the Internal Security Practices of the Army and Law Enforcement Agencies and be based on applicable laws and regulations.

**Section 11.** Employees will not be held responsible for tools that are not locked up after the shift, if instructed by the supervisor that the oncoming shift must utilize the same tools. In addition, locker space or a suitable container will be supplied to secure tools and equipment that are signed for by the individual Employee.

**Section 12.** Clean and adequate eating facilities will be furnished by the Employer as close to the work site as possible and reasonable, for the utilization of the Employee during the lunch period and break periods. Where practicable, the Employer will provide a refrigerator, microwave oven, ice machine or access to ice, and vending services in break areas.

**Section 13.** The Employer agrees to provide adequate, clean toilet facilities as near to work sites as reasonable.

**Section 14.** Drinking water will be available, by the Employer, in all work areas.

**Section 15.** The parties recognize the temperature conditions in and around work areas can have a direct bearing on Employee comfort, morale, health and safety in determining the stress that temperature extremes may place on individual Employees. The personal comfort and the health of the Employee will be taken into consideration as well as related factors such as wind, chill factor, air flow, the work to be performed, and similar considerations. When the temperature in a particular work area or site exceeds recognized standards for the type of work being performed, the Employer will take precautionary measures to reduce the risk to the Employees exposed. Such measures will include the reduction of work being performed, increased frequency or duration of rest periods, etc. This section will apply to both heat and cold exposure situations.

**Section 16.** Whenever Employees are required to perform duties, which involve real or potential hazards, the Employer will provide adequate training to the Employees. An Employee should not be required to work on a job or machine with which he or she is unfamiliar until the Employer has provided adequate training and instructions to safely perform the job. Such training should include instructions in the proper work methods to be used and the proper use of protective equipment.

**Section 17.** Upon request, the Union will be provided copies of SOPs and job safety breakdown sheets for jobs in the unit.

**Section 18.** When Employees are required to work in restricted/isolated areas (e.g. ammunition) and there is not access to a telephone or a vehicle equipped with a radio, the Employer agrees that at least one portable radio or cellular telephone will be provided that work crew.

**Section 19.** When there is a reasonable cause to believe an assignment would involve an unsafe working condition, the Employee may request a determination be made by the appropriate safety and/or health personnel, who will conduct an investigation. If imminent danger is detected, the situation will be corrected before the work is performed.

## **ARTICLE XIX - WORKER'S COMPENSATION**

**Section 1.** When an Employee suffers a work-related injury or illness, they will promptly notify their supervisor who will advise them of the right to benefits under the Federal Employees Compensation Act.

**Section 2.** The Directorate of Personnel will review the claim for completion, provide advice and assistance to supervisors and employees on claim submission, furnish specific information to employees regarding filing procedures and types of benefits available, assure prompt and timely submission of claims to OWCP, and assist with obtaining status of claims.

**Section 3.** An Employee will be permitted to review any document relating to their claim which the OWCP has authorized the Benefits Office at the Depot to make available IAW local and federal regulations. It is agreed that the Employee may be represented by the Union in any compensation case.

**Section 4.** Employees and supervisors will be informed of any changes in the Federal Employees Compensation Act.

**Section 5.** When an Employee sustains a work-related injury, they will be carried in a duty status for the remainder of that workday IAW appropriate regulations (excluding overtime).

**Section 6.** The Employer will take appropriate actions to expedite paperwork associated with Worker's Compensation claims.

## **ARTICLE XX - WAGE SURVEYS**

The parties agree that coordinated wage surveys will be conducted IAW applicable regulations.

## **ARTICLE XXI - ENVIRONMENTAL DIFFERENTIAL PAY**

**Section 1.** The Employer and the Union will have as their objective the elimination or reduction to the lowest possible level of all hazards, physical hardships, and working conditions of an unusual nature. When such action does not eliminate or reduce the unusual nature of the situation, an environmental differential will be paid, if it meets the criteria in existing regulations.

**Section 2.** When the Union determines a local work situation not previously covered warrants coverage, it will notify the Directorate of Personnel of the title, location of the position(s), and the nature of the exposure. The Employer will issue a written decision on the matter within eight (8) workdays of the receipt of the Union's position. Within twelve (12) workdays of the Employer's position, the Union may request to negotiate.

**Section 3.** When the Employer determines that a local work situation that is presently receiving the differential, is such that it should be excluded from coverage, the Employer will notify the Union of the title and location of the position(s) and the justification for exclusion from coverage. At the request of the Union, the parties will meet for the purpose of negotiating on the issue. The Union's request for a meeting will be submitted to the Directorate of Personnel within twelve (12) workdays of receipt of the Employer's notification. The Directorate of Personnel will issue a written decision on the matter within eight (8) workdays of the meeting. If this decision is not acceptable to the Union, the matter becomes grievable.

**Section 4.** When the Union or Employer considers that there is a need to establish additional categories to 5 CFR Part 532, Subpart E, Section 511, they will discuss the proposal for the purpose of jointly preparing a request to establish the new category. If the parties cannot agree upon a joint request, either or both may prepare individual replies for transmittal by the Employer through Department of Army channels to the Office of Personnel Management for approval/disapproval. The Union will be provided a complete copy of the transmittal.

**Section 5.** Assignments to perform hazardous duty will be equitably distributed within the organizational unit where hazardous work is being performed. Environmental (hazard) pay rosters will be maintained by the supervisor and made available to an Employee or steward.

**Section 6.** GS/WG Employees will receive hazardous duty pay for irregular or intermittent hazardous duty pursuant to applicable regulations. Environmental Differential Pay (EDP) will be paid to Wage Grade Employees IAW Title 5, CFR, Part 532, Subpart E, Appendix A. Hazard Duty Pay (HDP) will be paid to GS Employees IAW with Title 5, CFR, Part 550, Subpart I, Appendix A.

**Section 7.** Environmental Differential Pay and/or Hazard Duty Pay will be paid to Employees who are exposed to airborne concentrations of asbestos if there is a significant risk of exposure to airborne concentrations of asbestos fibers in excess of the permissible exposure limits (PELS), for asbestos provided in Title 29, CFR, Part 1910 or 1926 and when the risk of exposure is directly connected with the performance of assigned duties. Employees who are exposed to other types of chemical or toxic hazards shall be paid EDP or HDP, if exposed to the hazard in excess of the permissible exposure limits set by the Occupational Safety and Health Administration.

**Section 8.** It is agreed that back pay pursuant to this provision shall be paid in accordance with the Back Pay Act not to exceed a six-year period.

## **ARTICLE XXII - JOB DESCRIPTION AND CLASSIFICATION**

**Section 1.** The Parties agree that the accurate classification of duties and responsibilities assigned to Employees is necessary to assure appropriate compensation. The Employer agrees to exercise its classification authority IAW applicable laws, rules and regulations.

**Section 2.** The phrase “performs other duties as assigned” is included in the description to refer to those duties which are not major duties of the position, but which are reasonably related to those major duties and are performed on an occasional basis. The Employer agrees that Employees will not routinely be assigned work that does not relate to the major duties of their position without amending the position description.

**Section 3.** Each Employee will be afforded the opportunity to discuss with the Employer their position description to determine if the description is accurate. During these discussions the Employee may request a Union Representative to accompany them. Employees will be furnished a copy of all changed position descriptions. Grievances regarding unresolved matters in this context will begin at Step 3 of the negotiated procedures.

**Section 4.** The Employer agrees to inform Employees of the Office of Personnel Management procedures for appealing the title, series, or grade of their officially assigned position description when requested. When an Employee believes that the grade or classification of their position is incorrect, they may request in writing a review of the classification through supervisory channels. The Employee may appeal IAW regulatory procedures. When necessary to explain the basis for classification, the Employer will normally meet with the Employee within 30 days of request. The Employee may designate a representative to assist in presentation of the appeal. The representative will be permitted to attend all meetings, and will be provided a copy of all correspondence that is furnished the Employee in connection with the appeal.

**Section 5.** Upon request, the Employer will furnish the Union a listing of competitive levels of all job classifications with the unit.

## **ARTICLE XXIII - PERFORMANCE EVALUATION/AWARDS**

**Section 1.** Performance evaluation will be administered IAW Agency Regulations and Employer's policy.

**Section 2.** Recognition and awards will consist of honorary, monetary, and time-off IAW applicable regulations and Employer's policy. A list of bargaining unit members, who receive awards, will be provided to the Union, upon request.

## ARTICLE XXIV - TRAINING AND DEVELOPMENT

**Section 1.** The parties agree that the training and development of Employees is a matter of primary importance. The Employer will strive to develop and achieve training policies and procedures to insure the fair and equitable selection of Employees for participation in training and development programs subject to mission requirements and funds availability. This may involve different types of training such as refresher training, technical training, training in new or shortage-of-skills categories and on-the-job training.

**Section 2.** The Employer and the Union will meet upon written notice of either party to consider the formalized training or retraining of Employees. The Employer agrees to make every effort, including retraining, to minimize RIF actions resulting from the introduction of new equipment and processes.

**Section 3.** Employees may request a discussion with the Directorate of Personnel to determine available courses and training that may assist them in their self-development. This will also include the right to be fully advised as to any Government paid, partly or otherwise, college or high school formal training and schooling to which they may be entitled. The Employer agrees to extend every reasonable consideration to provide financial assistance to Employees attending work-related mission essential courses on their own time consistent with applicable training regulations.

**Section 4.** The Employer will determine/provide formal training needs and encourage Employees to:

- a. Keep abreast of changes occurring in their field, craft, trade, profession or occupation.
- b. Participate in the development activities in order to perform more effectively in current and future assignments. The development activities may include job rotation, on-the-job training, and classroom training.
- c. Realize that not all training and development are directly related to their jobs and they have a responsibility for self-development and for informing their supervisors of their accomplishments. They will also be advised of the requirement to personally have entries made in their Official Personnel Files (OPF) as to all training and accomplishments. This will not be restricted to their qualifications, but will include any and all activities of a civic nature and hobbies they may participate in or do.

**Section 5.** The parties agree that Employees should utilize and share with fellow Employees new skills acquired through training.

**Section 6.** Normally all job-related training will be rotated in a fair and equitable manner.

**Section 7.** The Employer agrees to record training accomplishments in the Employee's Official Personnel Folder (OPF) and Employee Record Folder (commonly referred to as "80 Card"). This does not relieve Employees of their responsibility to ensure that their OPF's are current and complete, reflecting total employment experience, training and education.

**Section 8.** The Employer agrees to conduct a training session within three (3) months after the effective date of this Agreement, which will include all management officials who directly or indirectly supervise unit Employees, and all officers and representatives of the Union. This training will enhance labor/management relations and insure that all personnel involved are aware of the current labor relation's policies and provisions of this Agreement. Representatives of the Union and Employer will conduct the training.

**Section 9.** When positions requiring new techniques or abilities are established, the Employer will publicize job-training opportunities in these areas and inform Employees how to apply for this training. The parties agree to stress to Employees the need for self-improvement and training to increase efficiency and output. With respect to any training given for preparing an individual for promotion, or where special training is required for promotion, the recipient of such training will be selected on a competitive basis.

**Section 10.** The Employer will provide necessary on-the-job orientation training to assist a newly assigned Employee.

**Section 11.** The Employer agrees to recommend approval of enrollment of Employees in job-related correspondence courses at the expense of the Employer. Failure to successfully complete such courses may result in repayment and/or denial of any future courses.

## **ARTICLE XXV - DETAILS AND TEMPORARY PROMOTIONS**

**Section 1.** A detail is a temporary assignment of an Employee to a position or duties other than their permanent position. A detail may be at an equal, higher, or lower grade level than the Employee's official grade, for a specific period of time. Details to higher grades will not exceed 120 calendar days in a 12-month period, unless made under competitive procedures. Details to the same or lower grade can be made in increments of 120 calendar days and can be extended in increments of 120 calendar days up to one year, unless the depot is in a reduction-in-force (RIF).

**Section 2.** A temporary assignment to the same job number, as the Employee's permanent position is not a detail. However, the selection and treatment of overtime for an Employee working outside his/her permanent cost center will follow the Articles for selection (for details) and for offering, crediting and working overtime.

**Section 3.** Selection for details to the same or lower grade will be made from volunteers, if available, or by inverse seniority within the immediate organizational unit by classification and grade. Selection will be made in seniority order when there are more volunteers than needed. Once an Employee is detailed by inverse seniority order, he or she will be exempt from further details during the leave year, unless all in the cost center are detailed out or all have been detailed out individually.

**Section 4.** Details will be terminated upon expiration or sooner, when necessary. Details may be extended IAW regulatory time frames. Details not terminated are extended. When two or more Employees are detailed to the same organizational unit, termination of the detail will be by volunteers (most senior and then by least senior).

**Section 5.** Details in excess of 30 calendar days will be documented by a Request for Personnel Action (SF-52). Details of thirty (30) calendar days or less can be documented by supplemental experience, submitted by the Employee to CPAC/CPOC for inclusion in the Employee's OPF.

**Section 6.** Non-competitive temporary assignments to higher-graded positions (details or temporary promotions) will normally be accomplished to the extent practical on a rotational basis from among Employees in the normal line of progression, at the next lower level in the organizational unit.

**Section 7.** When an Employee is non-competitively (NTE 120 days) assigned to a properly classified vacant position at a higher grade, for a period exceeding thirty (30) calendar days, the assignment must be made by a temporary promotion, unless, the Employee does not meet qualification requirements, or the Employer is restricted from filling positions because of external factors.

## **ARTICLE XXVI - PROMOTION AND PLACEMENT**

**Section 1.** A promotion is the change of an Employee to a higher grade, when both the old and the new positions are under the General Schedule, or they are under the same type graded Wage Schedule, or to a position with a higher rate of pay when both the old and new positions are under different pay method categories.

**Section 2.** The Union and the Employer agree that the purposes of the local merit Promotion Plan is to insure that Employees are given full and fair consideration for advancement and to insure selection from among eligible candidates. It is further agreed that these procedures must be administered in such a way as to develop maximum Employee confidence and to achieve the purposes of the plan as simply and as efficiently as possible.

**Section 3.** Any Employee who has dissatisfaction with in-service placement and training and development situations may file a grievance. Non-selection for promotion from among the certified candidates referred to the supervisor for selection is not a valid basis for a grievance. The aggrieved Employee who was not selected or his/her duly designated representative is entitled upon request to the Employer the name(s) of the individual(s) selected.

**Section 4.**

a. The Employer will make reasonable efforts to ensure each Employee is aware of vacancy announcements.

b. Announcements will normally be open for fourteen (14) calendar days, beginning each Wednesday.

c. Rating criteria will conform to established standards and regulations, using only factors directly related to job performance.

**Section 5.**

a. The Office of Personnel Management (OPM) minimum qualification standards will be the sole basis for determining basic eligibility except where the appropriate office of the OPM has approved or authorized a minimum qualification standard or exception to the agency.

b. Qualification standards will not be changed after they have been published in a vacancy announcement unless an inappropriate standard has been issued through error or the OPM issues a revised standard.

c. Valid special job related requirements (including known travel requirements) may be established and must:

(1) be of a nature, which clearly enhances performance; and

(2) be printed on the job vacancy announcement.

d. Employees are responsible for seeking assistance from their supervisors/representatives or the Civilian Personnel Advisory Center (CPAC) in planning development to qualify for positions in which they are interested.

e. Each of the Employees considered for a position will be advised of the results of consideration by the Employer. The notification to ineligible candidates will be made at the earliest practicable date following the rating of their applications. Notification to qualified candidates will be made following the selection of an Employee from the Referral and Selection Register.

**Section 6.** Promotion actions will not be based on personal relationships or other personal favoritism or patronage. No official may, in recommending or selecting candidates for promotion or in operating the promotion program, show or give preference to any candidate based upon factors not pertinent to the candidates' qualifications for performing work of a higher level, including personal friendships or political connections.

**Section 7.**

a. Selection will be made from among the certified candidates available from an approved source. Interviews will be consistently conducted as appropriate. All pertinent data regarding each candidate will be considered.

b. Upon request the Employer will counsel unsuccessful applicants who are directly supervised by him/her for the purpose of defining in what area, if any, the Employee should improve himself/herself in order to increase chances of promotion.

**Section 8.** Employees will normally report to a new position on the first workday following the effective date of a promotion.

**Section 9.** Records necessary for proper consideration of a grievance concerning in-service placement will be made available to the grievant, subject to compliance with the Privacy Act.

**Section 10.** An Employee may file for consideration for vacancies at the same or lower grade he is currently occupying.

**Section 11.** When the Union requests a review of a selected Employee's qualifications, the OPF will be checked. A selection not effected will be held in abeyance until the check is completed. The Employee has the option to supplement his/her experience and forward the supplemental information for inclusion into his OPF at the time of filing his application.

**Section 12.** Applicants will be required to adhere to instructions on promotion forms.

**Section 13.** New hires/transferees selected for positions in the Unit will possess established qualification requirements for the positions to which assigned.

**Section 14.** Management is authorized to select members for promotion or placement from any approved source IAW applicable laws, rules and regulations covering selections from that source to include this agreement. Examples are: R-Program, Priority Placement Program, Special Consideration, Non-competitive re-promotions and/or promotion, Re-Employment Priority List, etc.

**Section 15.** Grievances concerning alleged violations of the Merit Promotion System must be filed at Step 3 of the Negotiated Grievance Procedure.

## **ARTICLE XXVII - PLACEMENT, REHIRING AND PROMOTION OF EMPLOYEES AFFECTED BY RIF OR INTERNAL WORKFORCE ADJUSTMENT**

**Section 1.** The Employer and the Union jointly recognize the desirability of maintaining employment stability. It is also recognized that occasions may arise where adjustment of the workforce may be necessary through such means as reduction-in-force.

**Section 2.** The Employer agrees to notify the Union at the first available opportunity of pending reduction-in-force actions and workforce adjustments, at which time the Union may negotiate the impact and implementation of such.

**Section 3.** The Employer agrees to undertake reasonable options to avoid or minimize a reduction-in-force by such measures as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition, and by reassignment of surplus Employees to vacant positions authorized for staffing and for which they are qualified. The Employer agrees to notify the Union in advance of implementation of officially approved reductions-in-force affecting the unit. The Employer agrees to provide the Union with the following:

- a. A listing of positions within the unit that are abolished.
- b. A listing of depot vacancies authorized for staffing during a RIF or workforce adjustment.
- c. The approximate date of the action.

**Section 4.** The Employer agrees that at a time of a reduction-in-force, information of a general nature concerning Employee assignment rights will be provided Employees.

**Section 5.** The Employer agrees that an Employee affected in a workforce adjustment will be given the opportunity to meet with a representative of the local RIF Committee and review information to which

they are entitled, pertaining to their placement under RIF procedures. The Union will be authorized to have a member on the RIF Committee when Employees within the Unit are to be affected.

**Section 6.** Excluding Employees of tenant activities, the competitive area for a reduction-in-force will be Red River Army Depot.

**Section 7.** Reduction-in-force notices and notice periods will be governed by appropriate regulations. Employees will be retained in a work and pay status, so far as availability of work and funds will permit.

**Section 8.** Appeals resulting from reduction-in-force actions may be filed with the MSPB within thirty (30) calendar days from the effective date of the reduction-in-force action.

**Section 9.** An Employee assigned or detailed to a different position will be provided reasonable on-the-job orientation to the new assignment.

**Section 10.** An internal workforce adjustment/alignment exists when there is one or more excess filled positions in an organization resulting in Employees being reassigned.

**Section 11.** Internal workforce adjustments will be implemented at the immediate organizational unit, as follows:

- a. Neither reduction-in-force nor adverse action procedures will be used to effect placement.
- b. Surplus Employees will be identified from lists of excess positions furnished by management. Employees will be identified in inverse seniority order without regard to performance appraisal or veterans preference. Ties will be broken according to the last four digits of their social security number.
- c. Volunteers will be solicited from the surplus Employees to determine the order of placement. When several volunteers qualify for the same position, the most senior volunteer will be placed first. If there are no volunteers, placement will be in inverse seniority order.
- d. The first effort will be to place surplus Employees into vacancies within their directorates.
- e. The Surplus Placement Committee will act for the Commander in directing the placement of surplus Employees by reviewing all vacancies and checking them against an internal stopper (surplus)

list. All placements must be cleared by the committee prior to filling by other means. The Union will have a representative in this committee.

f. Employees who have been/are physically disqualified for their positions will be given priority consideration for placement before other surplus Employees.

g. SWCPOC will determine basic qualifications.

h. Job engineering will be considered by the Surplus Placement Committee to accomplish placement actions.

**Section 12.** Reduction in Force (RIF).

a. A Reduction-in-Force will be accomplished IAW applicable laws, rules and regulations.

b. The Employer agrees to identify a projected date to issue RIF notices and to advise the Union of this date.

c. The Employer agrees to provide the Union with the number of bargaining-unit positions it plans to abolish from the competitive area.

d. The Employer agrees to request /Voluntary Separation Incentive Pay (VSIP) in an attempt to minimize the impact of a RIF and Voluntary Early Retirement Authority (VERA), if VSIP does not completely minimize the impact. Should authorization for VSIP/VERA be granted, the Union will be notified and given an opportunity to bargain over implementation.

e. Subject to the provisions of 5 USC 7114(b)(4), the Employer agrees to provide the Union with copies of related economic impact studies, all EEO-related studies/analyses related to the RIF, and a copy of the initial retention register to be used to conduct the RIF, as soon as each is finalized.

f. The Employer agrees to remind Employees at the time RIF planning is announced that their Official Personnel File should be current to assure their employment history is accurately documented.

g. The Employer agrees that Employees will be released from their competitive level IAW applicable laws, rules, and regulations.

h. The Employer agrees to offer reemployment/re-promotion to Employees involuntarily separated/changed-to-lower-grade IAW applicable laws, rules, and regulations.

**Section 13.** Outplacement.

a. In the event a RIF becomes necessary, the Employer agrees to attempt to minimize involuntary separations by the implementation of an aggressive Outplacement Program. Such outplacement efforts will be implemented as soon as practicable after the need for a RIF becomes apparent. Examples of possible outplacement efforts include the Army Career and Alumni Program (ACAP) seminars and services, a Job Fair, the Voluntary Separation Incentive Program and the Voluntary Early Retirement Authority.

b. Employees in receipt of Notices of Proposed Separation-RIF or Change to Lower Grade-RIF will be registered in all applicable OPM, DOD, and DA programs designed to assist in the placement of Employees. Applicable regulations of each of these programs will apply.

c. The Employer agrees to timely notify state and local government agencies in order to obtain all available assistance in the placement and retraining of Employees.

**Section 14.** Furloughs of more than thirty (30) consecutive days, or twenty-two (22) nonconsecutive workdays, will be implemented IAW OPM Regulations governing RIF. The Employer agrees to provide the Union with advance notification of any planned furlough.

**Section 15.** Furloughs thirty (30) consecutive days or less.

a. Furloughs thirty (30) consecutive days or less will be implemented IAW 5 CFR, Part 752. The Employer agrees to provide the Union with advance notification of any planned furlough. The Employer will identify by position, mission-essential personnel.

b. Employees identified, as "non-mission-essential" will be issued a notice for anticipated or required, furloughs of thirty (30) days or less.

c. During furloughs of thirty (30) days or less based on a sudden emergency requiring curtailment of the Employer's activities to include an absence of appropriations by Congress, the following procedures will be followed:

(1) The normal thirty- (30) day advance notice period and opportunity to answer are suspended.

(2) The Union and Employees will be notified as far in advance as practicable of such an emergency furlough.

(3) Employees, who have lost wages and/or annual leave as a result of the absence of appropriations by Congress, shall receive back pay and/or restoration of annual leave to the extent not prohibited by Law.

## **ARTICLE XXVIII - TEMPORARY DUTY TRAVEL (TDY)**

**Section 1.** TDY is defined as a temporary duty assignment outside the commuting area of Red River Army Depot.

**Section 2.** The Employer will assign offers of TDY on an equitable and rotational basis among Employees who are assigned to the same job number and have the necessary qualifications within the immediate organizational unit.

**Section 3.** TDY rosters will be established and maintained current by the Employer for each organizational unit, on a form mutually agreed upon by the Union and the Employer. A new roster will be established on 1 January after effective date of this contract and continue for the life of the agreement.

a. First offering of TDY will be based on the seniority of the Employee on the roster. In the event an offer of TDY is declined, the Employee will be credited with the amount of TDY offered.

b. Offers of TDY will be based on the number of days TDY.

c. When it becomes necessary to go outside the immediate organizational unit to meet TDY requirements, offers of TDY will be from the TDY roster in the organization selected by the Employer to provide the additional personnel.

d. An Employee on TDY in their regularly assigned position when another trip is offered, will be canvassed if their name is reached on the roster, and the Employee will be available when the upcoming trip departs.

e. On TDY trips that are projected to exceed 90 days in length, the first canvass will be for the entire length of the trip. If there are insufficient volunteers, consideration will be given to the needs of the Employees, and the trip will be divided into a more manageable duration (preferably at the mid-point), so that these needs can be met.

**Section 4.** TDY rosters will be available by oral/written request made by Employee or his/her representative.

**Section 5.** Employer will inform the Union of the number of Employees to be assigned TDY, prior to canvas instructions being sent to responsible organization.

**Section 6.** An Employee can decline an offer of TDY. However, Employees that are directed to go will go unless a hardship has been concurred in by the Union and approved by the Employer. Employees who have had disciplinary actions, concerning their leave or conduct, taken against them, will not be offered trips, unless approved by the Commander.

a. Requests for hardship must be submitted in writing with justification by the Employee through the Union to the Employer. If approved, it will normally only cover a one-time 60-day period to provide time for the Employee to address and resolve the situation.

**Section 7.** When an insufficient number of Employees accept TDY offers, the Employer will direct the required number to accomplish the mission, by the least number of actual days out/worked on the roster and by utilizing employees with appropriate skills to accomplish the mission. Except in an emergency, employee will be provided at least seven (7) days notice, when directed to go TDY.

**Section 8.**

a. Normally, all Employees offered TDY trip will have the required skills to accomplish the mission at site (excluding assignments TDY for training).

b. Employees will not be directed to go TDY outside their organizational unit unless all Employees of the same job number in the organizational unit where the work is performed are on TDY (except Employees excused for a justifiable reason). The roster will be annotated to reflect the reason an Employee is by-passed or excused from going TDY.

c. When directing Employees to go TDY, Employees with the least amount of days TDY actually worked will be assigned the TDY. When directing Employees for TDY trips that are projected to exceed ninety (90) days, the trip will be divided into a manageable duration (preferable at midpoint).

**Section 9.** All Employees in a TDY status will be authorized all the benefits permitted by Law, JTR, Regulations, and policies, etc. Consideration will be given to the needs of the employee. Cost comparisons will be completed in order to assure most advantageous modes of travel are utilized.

**Section 10.** In the event a TDY trip is extended for seven (7) days or less, the personnel on site will be required to finish the trip. Trips extended for eight or more days will be considered another trip, and will be canvassed accordingly.

**Section 11.** To the extent practical and on TDY trips exceeding 30 days, an Employee designated "Team Chief" will be temporarily promoted.

**Section 12.** Employees are responsible for advising their supervisor of the types of vacancies (by series, title and grade) for which applications for promotion should be filed in their behalf while they are absent from duty. The notification can be submitted to the supervisors on a form to be included in the TDY packet that is provided to employees prior to their departure.

**Section 13.** Logistical Support Element (LSE) positions are selected trained and deployed IAW the Employer's policy and an exception to normal TDY.

**Section 14.** IAW Section 610.123 of Title 5 Code of Federal Regulations (CFR), Insofar as practical, travel during non-duty hours shall not be required of an Employee. When it is essential that this be required and the Employee may not be paid overtime under Section 550.112(e) of this Chapter, the official concerned shall record his reasons for ordering travel at those hours and shall, upon request, furnish a copy of his statement to the Employee concerned. Disagreement over an Employee's entitlement to compensation while traveling during non-duty hours and the reason provided for travel during non-duty hours will be resolved using the negotiated grievance procedure.

**Section 15.** On OCONUS trips that exceed 14 hours travel, Employees will be granted a rest stop mid-way, or receive a rest period upon arrival at TDY site, consistent with mission requirements.

**Section 16.** When a new Employee enters a Cost Center, the new Employee will be added to roster high offered and low worked.

**Section 17.** When an Employee returns from a temporary promotion or detail, that Employee will maintain his/her number of days actually worked prior to leaving the Cost Center. In the event the low number of days worked is more than the Employee actually worked, the Employee will be placed on the roster with the high offer and low worked.

## **ARTICLE XXIX- DISCIPLINARY AND ADVERSE ACTIONS**

**Section 1.** A disciplinary action is an action taken by the Employer to correct an Employee's conduct. Disciplinary Actions include oral reprimands, written reprimands, suspensions, reassignments, reduction-in-grades and removals. Disciplinary actions against all Employees must be based on just cause, be consistent with applicable laws and regulations, and must be fair and equitable.

**Section 2.** Constructive discipline is preventive in nature. Its objective is development, correction, and rehabilitation of the offending Employee. When constructive discipline is employed, the least stringent penalty capable of producing the desired correction should be used. The Union will encourage all Employees of the unit to abide by all rules, regulations, and this agreement. Punitive discipline will be employed only when necessary, as governed by the appropriate regulations on Employee conduct and discipline.

**Section 3.** The Employee may request Union representation at all examinations by agency representatives, which the Employee believes could lead to disciplinary action against them. If a representative is requested, the meeting will not be held until the Employee's representative is present.

**Section 4.** If some type of corrective action is necessary, the Employer will consider the Employee's federal employment history, provocation, mitigating circumstances, and the seriousness of the offense. The seriousness of the offense for misconduct should be weighed against the standards of conduct for Federal Employees.

**Section 5.** In the event an Employee is presented a written notice of proposed disciplinary or adverse action, the Employee will be afforded, and made aware of, their rights to representation. The Employee

and their representative will be given the opportunity, on official time, if otherwise in a duty status, to review all evidence to the charges and reply to those charges, orally or in writing, no later than eight (8) working days after the notice is received by the Employee. The Employee's reply may be oral, in writing, or both. When an oral reply is made, the principal points of the reply are recorded in a Memorandum of Record (MFR) by the Employer. The MFR will be furnished to the Employee and their representative by the deciding official in advance of the written final decision.

**Section 6.** Grievance/Appeal Rights. If a decision is unacceptable, the Employee will be advised of the grievance and or appeal rights.

**Section 7.** The period of consideration for informal disciplinary offenses is normally two (2) years. In the absence of a repeat offense, the entries in the Employee Record Folder (commonly referred to as "80 Card"), and/or records (except Notification of Personnel Actions - Standard Form 50s) will be deleted after two years.

**Section 8.** Both Union and Employer will encourage the use of Alternative Dispute Resolution (ADR) techniques in disciplinary/adverse actions, when appropriate.

## **ARTICLE XXX - GRIEVANCE PROCEDURE**

**Section 1.** The parties recognize the importance of resolving complaints promptly, fairly, and in an orderly manner. To accomplish this, an effort will be made to settle grievances expeditiously and at the lowest level of resolution.

**Section 2.** A grievance is any complaint by:

- a. An Employee concerning appropriate matters relating to employment.
- b. The Union concerning appropriate matters relating to the employment of any Employee.
- c. Any Employee, the Union, or the Employer concerning:
  - (1) the effect or interpretation or a claim of breach of this Agreement, or

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 3.** The following subjects are excluded from the negotiated grievance procedure:

- a. Any claimed violations relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. Suspension or removal under 5 USC 7532.
- d. Any examination, certification, or appointment.
- e. Classification of a position which does not result in the reduction in grade or pay of an Employee.
- f. Discharge during probationary/trial period.
- g. Termination of a temporary Employee's appointment.
- h. Equal Employment Opportunity complaints, if first elected as the route of complaint by the Employee.
- i. Proposals of disciplinary/performance based actions or notices of an opportunity to improve performance.

**j. Matters appealable to the Merit Systems Protection Board (MSPB).**

**Section 4.** Grievances may be filed under the negotiated procedure by the Employer; by the Union, on its own behalf, or on the behalf of an Employee or group of Employees; or by an Employee or group of Employees on their own behalf. Only the Union may represent Employees in grievances under the negotiated grievance procedure if the Employee desires representation.

**Section 5.** The Employer agrees to provide data to the Union regarding grievances IAW 5 USC 7114(b)(4) and other applicable statutory provisions.

**Section 6.** The following procedures and conditions are established for the processing of Employee grievances filed under this procedure:

a. Employee grievances will be processed in writing. The grievance will clearly state the nature of the dissatisfaction and the requested remedial action.

b. Grievances will normally be initiated at Step 1, but may be initiated at any Step by mutual agreement.

c. All time limits in the grievance procedure may be extended by mutual agreement between the parties and will be made a matter of record.

d. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or the Employee to advance the grievance to the next step. Failure of the Union or Employee to observe the stated or extended time limits shall constitute a withdrawal of the grievance.

e. Group grievances may be processed as an individual grievance, if it is determined that the issues and circumstances are substantively the same in all aspects. If a group grievance is processed, all grievants must be identified and are bound to process the grievance throughout the procedure as a group; the majority will make decisions. All grievants will be bound by the decisions of the majority.

**Section 7.** A grievance must be presented within eight (8) workdays of the incident that gave rise to the grievance or within eight (8) workdays of the date the grievant became aware of the incident. Failure to present a grievance within eight (8) workdays, or to have the time limits extended IAW Section 6c, disqualifies the dissatisfaction from being processed under this procedure.

a. Step 1. Grievances will be presented in writing on the grievance form by the grievant and/or their representative, if any, to the immediate supervisor or the lowest level management official with the authority to render a decision. The grievance will be discussed with the grievant and/or representative within five (5) workdays of receipt of the grievance form. A decision will be rendered on the grievance form within five (5) workdays of the meeting.

b. Step 2. If the decision at Step 1 is unacceptable, the grievance may be elevated to the appropriate level within five (5) workdays after receipt of the Step 1 decision. The appropriate level of supervision, or designated representative, will hold a Step 2 meeting within five (5) workdays of receipt of the

grievance form. The appropriate level or the designated representative will issue a decision in writing on the grievance form within five (5) workdays of the meeting.

c. Step 3. If the decision at Step 2 is unacceptable, the grievance may be elevated to the Commander, or designated representative (usually the Director), within five (5) workdays after the Step 2 decision, by forwarding the completed grievance form to the Directorate of Personnel. The Commander, or designated representative, will meet with the grievant and/or their representative within five (5) workdays of receipt of the grievance form and render a written decision regarding the grievance within five (5) workdays of the meeting. This decision is final unless the Union invokes arbitration.

**Section 8.** Grievances between the Employer and the Union over the interpretation or application of this Agreement will be presented to the Commander and the Union President

**Section 9.** The Parties agree to protect the confidentiality of all privileged information revealed during the Steps of the grievance procedure.

**Section 10.** Both Union and Employer will encourage the use of Alternative Dispute Resolution (ADR) techniques to resolve grievances, when appropriate.

## **ARTICLE XXXI – ARBITRATION**

**Section 1.** In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. The Employer or the Union may invoke arbitration. Arbitration must be invoked within fifteen (15) workdays of receipt of a final decision. Costs for list of arbitrators will be born by the party requesting arbitration or split if both parties jointly request a list.

**Section 2.** Prior to a request for a list of arbitrators, the Union will discuss the issue and concerns of the case with the Commander. This discussion will be within eight (8) workdays. After this discussion or eight days have past, the Union or Employer may request a list of qualified arbitrators from the Federal Mediation and Conciliation Service. The parties shall meet within eight (8) workdays after receipt of list of arbitrators, unless a delay is mutually agreed upon by both parties. The Union and Management will each strike one name from the list and repeat the procedure until only one name remains on list. The

remaining name will be the duly selected Arbitrator. A flip of coin will determine which party strikes first.

**Section 3.** The arbitrator's fees, Statutory legal fees, and related expenses (such as the fee for the arbitrator list) will be paid by the losing Party. Either party may withdraw the grievance prior to the actual convening of a hearing or submission of the case to the arbitrator. In such case, any fees or expenses will be paid by the withdrawing party. The Party, requesting the postponement will pay any fees or expenses incurred due to the postponement of the hearing.

**Section 4.** The arbitration hearing will be held during the regular day shift work hours of the basic workweek. The grievant, representative, and any Employee witness(s) who are members of the bargaining unit and otherwise in a duty status will be excused from duty without loss of pay or charge to annual leave to participate as required in the arbitration hearing. Employees whose attendance at a hearing conflicts with their scheduled tour of duty will be allowed to adjust their tour for the day(s) on which their presence is necessary at the hearing.

**Section 5.** The arbitrator will be requested by the Parties to render a decision as quickly as possible after the conclusion of the hearing. The date, which appears on the award, will be the date the award is mailed.

**Section 6.** The arbitrator may award attorney fees IAW current applicable rules and regulations.

## **ARTICLE XXXII - CONTRACTING OUT**

**Section 1.** It will be the policy of the Employer to communicate openly and fully with the Union regarding determination to initiate a study to contract out work which is presently performed by members of the bargaining unit. This will include providing to the union requested material, as appropriate, concerning a contracting out study and/or a decision to solicit bids for contract. Milestone charts related to review or feasibility studies for contracting out of work will be provided to the Union. Upon request, the Employer will meet and discuss with the Union as actions are taken IAW such charts. All contracting out decisions will be IAW laws, rules, regulations and executive orders. Upon request, the Union will have representatives participate in the contracting out study.

**Section 2.** The Employer agrees to take all possible actions to minimize the impact on Employees when a function is contracted out. Affected Employees will be reassigned and/or retrained to the maximum extent possible. Maximum retention of career Employees will be achieved by considering attrition patterns and restricting new hires.

## **ARTICLE XXXIII - PARKING**

**Section 1.** The Employer will provide for adequate parking facilities near work areas. Parking lots will be properly maintained and proper consideration given to safety factors.

**Section 2.** Parking, except for reserved spaces will be on a first come, first served basis. Reserved spaces will be authorized for:

- a. Government vehicles.
- b. Customers.
- d. Handicapped personnel, as approved by the Depot Medical Officer.

## **ARTICLE XXXIV - GENERAL PROVISIONS**

**Section 1.** **The Union will contact the Directorate of Personnel for any information needed from the Employer IAW Statute for information requested to conduct an investigation of possible grievance. The information will be provided within eight (8) workdays of the request.** The availability will be IAW laws, regulations, and security and confidentiality requirements on a need-to-know basis.

**Section 2.** Daily Bulletins will be accessible to Employees in the Unit.

**Section 3.** Official Personnel Folders (OPF's) will be maintained IAW applicable regulations. Every effort will be made by both Employees and the Employer to maintain these files in an up-to-date manner. Copies of documents in Employees file will be furnished to the Employee upon proper request, as provided by regulations.

**Section 4.** The Employee will be given an opportunity to initial each entry made into their Employee Record Folder (commonly referred to as "80 Card"), maintained by the Employer. Should an Employee decline to initial an entry, the shop steward will be asked to initial to indicate that the Employee was made aware of the entry.

**Section 5.** The Employer agrees that all Employees will be given fair and equitable treatment with regard to job assignments, including those that require performing menial or dirty tasks. It is further agreed that in no instance will an undesirable assignment be made as a penalty or reprisal, nor will prestigious jobs be assigned on the basis of favoritism.

**Section 6.** In the absence of the first-line supervisor, unless Employees have been otherwise instructed, the next level of supervision will be in charge.

**Section 7.** The Employer agrees to notify the Union in advance of the assignment of military personnel to positions or duties that adversely affect an Employee in the Unit. Such notices will include an explanation of the reasons for adversely affecting an Employee by the assignment of military personnel.

**Section 8.** Within Grade Increases will be granted or denied IAW applicable regulations.

**Section 9.** Upon the Union President's written request, and not more than two times during each calendar year, the Employer will furnish the Union a listing of unit Employees. Listings will include each Employee's name, grade, and organizational identifier.

**Section 10.** Supplemental checks will be issued IAW DFAS regulations.

**Section 11.** Nepotism cases will be handled IAW applicable rules and regulations.

**Section 12.** The Employer agrees to consult the Union before any Employee is allowed to perform work assignments at home.

## **ARTICLE XXXV - PUBLICATION OF THE AGREEMENT**

The Employer agrees to make available a copy of this Agreement for each Employee in the bargaining unit plus 100 additional copies to the Union office.

## **ARTICLE XXXVI - DURATION AND CHANGES**

**Section 1.** This Agreement will remain in full force and effect for a period of three (3) years from the date of its approval by the head of the Agency or from the 31<sup>st</sup> day after execution, whichever is sooner. This Agreement will automatically be renewed for a three-year period, unless written notice of a desire to renegotiate the agreements served by either party between the 105<sup>th</sup> and 60<sup>th</sup> day prior to expiration of the contract.

**Section 2.** This Agreement is subject to reopening:

a. By mutual consent of the parties concerned; or

b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

**Section 3.** When the re-negotiation of this Agreement is pending or in process, and the parties are unable to complete such re-negotiation by the termination date of the Agreement, the terms and conditions of this Agreement will continue in effect until a new Agreement is effected.