



LABOR MANAGEMENT AGREEMENT

CORPUS CHRISTI ARMY DEPOT

AND

**AMERICAN FEDERATION
OF
GOVERNMENT EMPLOYEES**

AFL-CIO LOCAL 2142



2007

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PREAMBLE

Pursuant to the policy set forth in Public Law 95-454 (Civil Service Reform Act), and subject to all applicable laws, regulations, and other legal authorities which may be relevant, the following articles constitute an agreement between the Corpus Christi Army Depot, Corpus Christi, Texas, hereafter referred to as the Employer, and the American Federation of Government Employees, AFL-CIO, Local 2142, hereafter referred to as the Union.

Whereas the Congress finds that -

Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them -

- a. Safeguards the public interest,
- b. Contributes to the effective conduct of public business, and
- c. Facilitates and encourages the amicable settlements of disputes between employees and their Employers involving conditions of employment; and

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

Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

Whereas, the well-being of employees and efficient administration of the government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

Whereas, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

Whereas, subject to law and the paramount requirements of public service, effective labor-management relations within the federal service require a clear statement of the respective rights and obligations of labor organization and agency management.

Now, therefore, with the foregoing in mind, the Union and the Employer, in order to advance the mission of CCAD and well-being of CCAD employees, enter into this Agreement which, together with any amendments or modifications agreed to, shall constitute the sole negotiated agreement between the Employer and the Union.

It is the purpose of this Agreement to prescribe certain rights and obligations of the employees and of the Employer, and to establish procedures that are designed to meet the special requirements and needs of the Employer. The provisions of the Agreement should be interpreted in a manner consistent with the requirements of an effective and efficient Employer.

ARTICLE 1
RECOGNITION AND UNIT COVERAGE

SECTION 1. The Employer recognizes the Union as the exclusive bargaining representative of all employees in the Unit as defined in Section 2 of this Article. The Union recognizes the responsibility of representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership with respect to grievances, personnel policies, practices, procedures and other matters affecting their conditions of employment.

SECTION 2. The recognized Unit is:

a. All non-supervisory Wage Grade employees employed in the Corpus Christi Army Depot, Corpus Christi, Texas, and in the Test Measurement Diagnostic Equipment (TMDE).

b. All nonprofessional GS employees employed by the Corpus Christi Army Depot, the AMC Research Development & Engineering CMD (REDEC), and the Test Measurement Diagnostic Equipment (TMDE), at Corpus Christi, Texas.

c. All professional employees employed by the Corpus Christi Army Depot and the AMC Research Development & Engineering CMD (REDEC), at Corpus Christi, Texas.

SECTION 3. The following personnel are not included in the Unit:

All those employees covered by exclusive recognition with other organizations within the Depot, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, supervisors as defined in Public Law 95-454, and temporary employees whose appointments do not exceed seven hundred (700) hours.

SECTION 4. If not expressly stated in any particular provision of this Agreement, it is understood that all employee rights and benefits are limited to the bargaining unit.

ARTICLE 2
RESTRICTIONS OF LAW, REGULATIONS, AND
EXECUTIVE ORDERS

It is agreed and understood by the Employer and the Union that, in the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of the appropriate authorities, or authorized by the terms of a controlling agreement at the higher agency level.

ARTICLE 3
RIGHTS OF THE EMPLOYER

SECTION 1. Management's rights will be in accordance with the provisions of Section 7106 of the Federal Service Labor-Management Relations Statute as follows:

a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws--

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

(b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted:

(c) with respect to filling positions, to make selections for appointments from--

(i) among properly ranked and certified candidates for promotions; or

(ii) any other appropriate source; and

(d) to take whatever actions may be necessary to carry out the agency mission during emergencies.

b. Nothing in this section shall preclude any agency and any labor organization from negotiating-

(1) At the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

SECTION 2. The right to make reasonable rules and regulations shall be considered an acknowledged function of the Employer. In making rules and regulations relating to personnel policy, procedures, practices and matters of working conditions, the Employer shall be governed by the obligations imposed by Public Law 95-454 (Civil Service Reform Act) and responsibilities outlined in this Agreement.

ARTICLE 4 RIGHTS OF EMPLOYEES

SECTION 1. Employees have the right, freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from such activity. The right of such employees shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer agrees to take action by once-a-year Depot-wide announcement to assure that employees are apprised of their rights under this Section.

SECTION 2. Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deductions.

SECTION 3. It is understood and agreed that neither Management nor the Union shall interfere with, restrain, or coerce an employee in the exercise of his rights as assured by Public Law 95-454.

SECTION 4. Each employee is entitled to know who his supervisor is and shall have direct access to his supervisor at a time convenient to both the employee and supervisor. Designation of alternate supervisor shall be posted in a conspicuous place in the shop/office at all times. In the absence of the supervisor, the work leader (if one is assigned to the work center) will become the alternate supervisor. In the absence of the work leader, a journeyman, from a list of volunteers, will become the alternate work leader.

SECTION 5. Under normal circumstances, employees shall not be required to report to more than one supervisor. In the event that an employee receives an order or directive from a higher ranking manager than his immediate supervisor, and if it conflicts with a direction or order which the immediate supervisor had issued earlier and his supervisor or his alternate are not readily available within the immediate area, the employee will follow the directive or order of the higher ranking manager and notify or explain to his supervisor at a later time.

SECTION 6: Employees have the right to bring matters of personal concern to the attention of appropriate Management officials or representatives in

accordance with applicable laws, regulations, or policies. Employees may choose either a personal representative or Union representative in a statutory appeal action. Employees have the right to represent themselves or request union representation for a grievance processed under this Agreement. This right may be exercised without regard to Union affiliation, except for statutory appeals (i.e. EEO, MSPB, OPM and OWCP), which the Union will not process for non-members.

SECTION 7. Employees shall have access to organizations or personnel in accordance with this Article. The parties agree to encourage employees to present their work-related problems to the lowest level of supervision, which can effectively deal with the problem. Employees may communicate with the following organizations or personnel after they have obtained permission from their respective supervisors and at a time when they can be released by their supervisor. Appointments will be made by the employee's immediate supervisor or by the employee with the supervisor's consent:

- a. Civilian Personnel Advisory Center;
- b. Equal Employment Opportunity Office;

- c. Legal Office;
- d. Administrative offices, such as payroll, travel, etc.;
- e. A supervisor or management official of higher rank in the employee's organization;
- f. Wellness Center; or
- g. Union Office.

SECTION 8. Employees may contact the union office during duty/non-duty hours to ask questions, get information, or request an appointment. It is agreed that the time of any appointment to be held during the employee's tour of duty must be approved by the employee's supervisor.

SECTION 9. The supervisor retains the right to release employees whenever workload permits; however, every attempt will be made to do so at the earliest possible time/date. Employees will provide the destination, date and time of departure, and time of return to the supervisor when requesting permission to leave the immediate work area. The supervisor/alternate supervisor will personally maintain a checkout sheet for this purpose.

SECTION 10. Employees will conduct their private life in such a manner that it does not adversely reflect upon the Employer or adversely affect the employee's performance. Within this context the Employer affirms the right of the employee to conduct his or her private life to include individual life style as he or she deems fit.

ARTICLE 5 UNION RIGHTS

SECTION 1. Representatives of the Union shall be free of restraint, interference, coercion, or discrimination on exercising their rights, to serve as representatives for the purpose of collective bargaining, handling grievances or other appropriate matters, furthering effective labor-management relationships, or acting in accordance with applicable regulations and this Agreement on behalf of an employee or group of employees within the bargaining unit.

SECTION 2.

a. During non-duty hours, it is agreed that employees may conduct internal Union business such as soliciting membership, collecting dues, electing officers, and posting and distributing literature within the Employer's facilities and AFGE designated bulletin boards. It is also agreed that union-officials may utilize the union office during non-duty hours to conduct both internal and external union business. Official notification to the Security Office must be made as soon as the need arises for the use of the union office during other than normal (day shift) hours.

b. At the request of the Union, the Employer will furnish an alphabetical and work center list of names, position titles, grades, and salaries of all employees in the-bargaining unit once a year or when major organizational changes occur.

SECTION 3. The Employer will give the Union an opportunity to participate in the new employee orientations relating to the Union's role at CCAD. The contents of any such presentation must have prior approval of the Employer.

SECTION 4. The Employer will provide the union a listing of all new hires to include the employee's name, effective date, title, series, grade and assigned work center.

SECTION 5. Upon written request to the Labor Relations Office or designee, the union representative will be provided all relevant and necessary information that will enable him/her to realistically assess the strengths or weaknesses of the case and to determine the appropriate course of action. The representative of record will be notified if any delays are foreseen in order to adjust the filing dates.

ARTICLE 6 UNION OBLIGATIONS

SECTION 1. The Union accepts the responsibility for and agrees to represent in good faith the interest of all employees in the Unit without discrimination and without regard to membership in the Union.

SECTION 2. As provided by Public Law 95-454 (Civil Service Reform Act), the Union will not call or engage in a strike, work stoppage, or slowdown, in the depot, in a labor-management dispute involving this Union, or condone any such activity by failing to take affirmative action to prevent or stop it.

SECTION 3. Union representatives will, when reviewing or submitting complaints, grievances, or problems encountered, make every reasonable effort to ascertain, document, and present the true facts relating to the situation in order to facilitate appropriate and timely resolution or action.

SECTION 4. The Union will present problems or Union complaints to the lowest level of management having authority to take corrective action. The Union will not refer problems to outside agencies until they have made every reasonable effort to resolve problems at the depot level.

SECTION 5. The Union will furnish the Employer's Chief, Civilian Personnel Advisory Center, a current copy of its Constitution and Bylaws and any changes thereto.

SECTION 6. The Union, in recognition of its responsibilities under Public Law 95-454 as exclusive representative of the employees in the Unit of recognition, assumes a joint obligation with the Employer for the maintenance of a strong competitive position in the aircraft industry, realizing that attainment of this goal is necessary in order to provide maximum opportunities for continuing employment and good working conditions.

SECTION 7. The Parties agree that their representatives will consistently strive to improve communications between employees and supervisors, and to promote efficiency and increase the morale of employees.

ARTICLE 7
UNION REPRESENTATION/OFFICIAL TIME

SECTION 1. The Employer agrees to recognize the elected officers of the local and appointed union stewards. The Union will be responsible for notifying the Employer, in writing, of all changes in its ranks of Officers and Stewards. The notification will be made to the Chief, Civilian Personnel Advisory Center or the designated representative. The Chief, Civilian Personnel Advisory Center or designee will give official notification to the applicable organizational elements as soon as possible.

SECTION 2. Union representatives and/or employees shall be afforded a reasonable amount of official time to exercise labor-management activities as required by this Agreement, Public Law 95-454, and Federal Regulations governing employees of the Unit. The Agency recognizes three full-time representatives, President, 1st Vice President and Chief Steward. All other representatives (officers and stewards) will be granted official time not to exceed 25 percent of the direct labor productive factor as determined by the depot. **The official time allocation for representational purposes will be a total of 11,000 hours (includes the 1,000 which may be used at President's discretion) each fiscal year. The Union President at his discretion may use 1,000 of those**

hours to grant official time to representatives (officers and stewards) that may exceed the 25 percent of the direct labor productive factor. Should an annualized saving occur during any fiscal year, the hours may be carried over for use in the next fiscal year. The carry over of the annualized savings also applies to the 1,000 hours that is for use at the President's discretion. No official time will be used for other than the recognized unit as stipulated in Article 1, Section 2. At such time as 75% of the hours have been used, the Union President will meet with the Commander to review the use of official time. If additional hours are requested, the Union President will justify the need to the Commander. If the request is denied, the Union President may pursue mediation (Federal Mediation and Conciliation Service) services or invoke arbitration proceedings. Any additional hours granted by the Commander may not be carried over. The Employer will provide the Union with a monthly accounting of the amount of time used during the previous month **At such time that the Union President exercises his discretion and begins the use of the 1,000 hours, it will be noted in the monthly report.** If the union does not submit a disagreement (in writing) within five (5) workdays following receipt, the accounting shall be considered accurate through that period of time.

SECTION 3. The Union agrees to encourage Union representatives in the Units to engage only in activities, which are authorized by this Agreement or appropriate regulation. The Commander retains the right to determine the amount of time individual representatives may spend in exercising their function as representatives of the Union. The Commander reserves the right to determine the amount of time an employee may spend away from his job in pursuing a grievance or complaint, or for discussing authorized business pertinent to his employment with the Employer or the appropriate Union representative. The Employer agrees to discuss with the President of the Union specific cases where the Employer believes any of the representatives may be using more than a reasonable amount of time in pursuing the representation function.

SECTION 4. Requesting Official Time and Time Reporting:

a. Each Representative shall be required to inform the supervisor of the need to provide Union representation. To the maximum extent possible day shift representatives will represent day shift employees and 2nd and 3rd night shift representatives will represent 2nd and 3rd night shift employees. Arrangements will

be made by the CPAC to process 2nd and 3rd shift employee grievances, etc. when notified by the Union. Release for this purpose will be determined by workload requirements in the representative's work center and the amount of time requested to represent. Prior to departing the work-site, each Union representative shall obtain permission and provide his supervisor/alternate supervisor with the following information in writing on CCAD Form 690-510-E, which will be maintained by the supervisor.

- (1) Destination,
- (2) Person(s) to be contacted,
- (3) Subject of representation,
- (4) Date and time of departure, and
- (5) Estimated time of return.

b. In the event the Union representative cannot be released when requested, the supervisor will arrange a release at the earliest possible time. Upon return, the Union representative will check in with his supervisor and/or alternate supervisor. All Union representatives are expected to conform to their assigned work center tour of duty and are required to

report to the work site at the beginning and prior to the end of the workday unless prior arrangements have been made with the supervisor.

c. It is understood that any use of official time under this Article is for the purpose of on-depot representation. If the need arises to perform any official representational time off-depot, prior notification will be given to the Civilian Personnel Advisory Center as soon as the need is known.

SECTION 5. When Union representatives are approached by employees requesting representation on a grievance or disciplinary action, or any other matter that effects conditions of employment, after a short discussion, the employee will be informed to return to his duties. The Union Representative will arrange appointments for employees when the Union has been officially designated in writing as the representative. The supervisor will be given notice prior to any appointment. In any case, in contacting the employee, the Union representative will first obtain permission from the employee's supervisor.

SECTION 6. The Employer and the Union agree to resolve their respective problems or complaints at the lowest level possible. The Employer and the Union

agree that the Stewards, or Union Officials in the work area shall be allowed to make recommendations regarding employees' concerns on personnel policies, practices, and working conditions affecting the employees. Supervisors have the responsibility to confer on the recommendations. When the recommendations are beyond the scope of his authority, he will refer them to the appropriate management official. Supervisors will also follow the same line of communication when situations arise within their respective areas that require discussion with the Union. If the Steward, or the Union Official in the work area is presented with a problem or situation that he is unable to handle, he will refer the matter to the Chief Steward, or in his absence, his designee.

SECTION 7. The Employer agrees that no recognized Officer, Chief Steward, or Stewards of the Union shall be transferred, detailed or assigned from one work shift and/or from one building location to another or assigned to another area without prior notification to the Union. (In the case of the Chief Steward, notification will be made to the President of the Union. In the case of a Steward, notification will be made to the Chief Steward.) At the request of the Union, the Employer agrees to explain the reasons for the transfer, reassignment, or shift change of any recognized

Officer, Chief Steward, or Stewards covered under this Agreement.

SECTION 8. It is agreed that no Union Officers or Stewards shall be denied any right or privilege otherwise entitled to them because of their serving as a Union representative.

SECTION 9. National Union representatives and other Union staff members not employed by the Depot or Local 2142 may meet with Local Union representatives to discuss appropriate matters and may participate in meetings between the Local Union and Management at the depot. They shall be admitted to the depot for these purposes provided they are properly identified. A Union business representative or a representative of the National Union who has regular authorized business in the Command may apply to the Employer for a temporary pass admitting him to the Command over a specified period of time. Such temporary passes will be issued on an individual basis consistent with applicable security regulations and may be revoked by the Employer at any time with just cause. The Chief, Civilian Personnel Advisory Center or his designated representative will be advised in advance of such visits and the reasons thereof.

ARTICLE 8 UNION TRAINING

SECTION 1. If otherwise in a duty status and as workload permits, recognized Union officials may be granted official time to attend training sessions when, in the opinion of the Employer, such training would benefit the Labor Management Relationship and the Employer's best interest would be served by the employee's attendance. No more than 1600 hours of official time will be granted during the fiscal year for training purposes. It is understood that any costs for the training will be borne by the Union. When the Employer invites the union to attend training of mutual benefit, the cost will be incurred by the Employer. The request for official time will be submitted in writing to the Chief, Civilian Personnel Advisory Center on behalf of the employees by the Union. The request should normally be submitted 30 days in advance, however, it is understood that circumstances may require a shorter notice period. At a minimum, the request should contain:

- (a) Official office title employee holds in the Union,
- (b) Purpose of the training and why it is needed,

(c) Copy of the agenda of the training session,

(d) Number of hours requested, and

(e) Dates for which each employee is to attend the session.

After completion of the training, the Union will provide the Labor Relations Office a listing of employees who actually attended the training and the number of hours of official time used by each along with certificates of completion or any other proof of attendance within three working days of completion of the training. Failure to do so will result in the time being charged to annual leave or leave without pay as designated by the employee.

SECTION 2. The Union will be allowed one (1) hour per month of training time for its elected Officers and Stewards. The purpose of the training time is to discuss matters of mutual concern and to update Stewards on changes to Army regulations or Depot policy. This time may be used in two (2) 30-minute segments before or after the lunch period and will be charged to official time. It is understood that this training will normally be held on-depot unless the Union has made appropriate arrangements through the Civilian Personnel Advisory Center to utilize an off-depot facility.

ARTICLE 9
TOUR OF DUTY
(BASIC WORKWEEK AND HOURS OF WORK)

SECTION 1. The basic workweek will consist of five (5) consecutive 8-hour days normally Monday through Friday, except for those employees whose services are determined by the Employer to warrant other basic workweeks. The basic workweek, (scheduled days) and hours of work (scheduled shift hours) within each day for each regular shift are promulgated by the depot in accordance with applicable regulations. There will be three starting times, 0600 – 1430; 0630 – 1500; and 0700 to 1530. The selected start time in each individual work center will be determined by **mission requirements and** the majority of the employees in the organization (majority vote over 50%). Supporting organizations, i.e., production control, parts management, quality inspectors, etc., will vote with the work center they support. It is understood that where a 2nd or 3rd shift operation already exists, the first shift's start time will impact the starting time for the 2nd and 3rd shifts.

SECTION 2. In the event that an employee needs a temporary change in their established tour of duty because of personal hardship circumstances (i.e., child care, day care, elder care, personal/family

medical), the employee will submit a written request with justification to include supporting evidence to the immediate supervisor. This information must be sufficient to enable verification of the information. An employee with a personal medical problem will provide a statement from a certified physician indicating the reason and duration of the need for a different start time to the immediate supervisor. In the event of disapproval the employee will be notified within three workdays from the date of request. Should the employee be dissatisfied with the disapproval, he may request the Division Chief or designee to review the decision. The Division Chief or designee will notify the employee of the decision within three workdays from the date of request. If the request is again disapproved, the employee may file a grievance in accordance with Article 20. It is understood that these requests should be for a temporary period of time and the employee must make appropriate arrangements to return to the organization's start time.

SECTION 3. Both the Employer and the Union understand and agree that due to changing conditions of the business of the Employer, it is impossible to permanently fix regular days of work, tours, and shifts. Therefore, pursuant to the right reserved in Public Law

95-454, the Employer shall establish tours of duty and/or shift operations as necessary for efficient operations and for accomplishment of assigned missions. In the event of any changes, additions, or deletions to the basic workweek, tours, or shifts, the Employer will not effect such changes until appropriate notification has been given to the President of the Union or his designee. Tour of duty changes for training or TDY as indicated in Sections 7 and 8 of this article, will not require notification. No such changes shall be made for the sole purpose of avoiding overtime, night differential, or holiday pay unless the tour/shift will be established or changed at least one (1) week in advance, and announced in writing. When it is not possible to give such notice, the Employer will follow applicable regulations.

SECTION 4. A non-paid duty-free 30 minute lunch period will be scheduled when one, two, and three shift operations are in effect. The 0600 start time will observe the lunch period from 1100 – 1130 hours. The 0630 and 0700 start times will observe the lunch period from 1130 - 1200. Where three 8-hour shifts are in operation (i.e. Security Guards), and an overlapping of shifts to permit time off for lunch is not possible, a lunch period of 20 minutes or less may be counted as time worked for which compensation is allowed. Where the on-the-job lunch period is in effect, employees must spend the time in close proximity to their work stations.

SECTION 5. The Employer may require an employee to change or forego his normal scheduled lunch period if the employee's work assignment requires the employee's constant attention or availability on the job. When it is necessary to require a change in the lunch period, the appropriate supervisor shall provide a rescheduled, non-paid lunch period consistent with work requirements. In the event the Employer requires an employee to forego his lunch period, the employee may be released after completing eight (8) hours of work, or may be required to complete the regular shift. If the employee is required to forego his lunch period and work all of his work shift, including the lunch period, all time worked by the employee in excess of eight (8) hours in a day will be considered as overtime.

SECTION 6. Management may authorize a rest break for a period up to, but not exceeding fifteen (15) minutes for each continuous four (4) hours of work. Morning break will be observed for all employees at 0800 to 0815 hours and the afternoon break period will be from 1245 to 1300 hours. It is understood that the rest period will not immediately precede nor be a continuation of the lunch period. This rest period will be on a preset scheduled basis established by Management. Employees who are working outside of their permanent work site shall take their break at the

temporary work site or a nearby break area. Preset rest periods will not apply while employees are involved in administrative functions, such as visits to the dispensary, CPAC, attending meetings and/or hearings. Accordingly, upon return to the shop after completion of one of these functions, and when a pre-scheduled break has already occurred, an alternate break time will not be authorized. With the approval of Management, intermittent rest periods, on a nonscheduled basis may be taken by employees in a given work center such that the total of the fifteen (15) minutes per four (4) hours continuous work or thirty (30) minutes per day are not exceeded. Employees who are authorized intermittent breaks in lieu of preset scheduled breaks will not take the fifteen minute preset breaks. Neither the preset or intermittent breaks will preclude an employee from consuming refreshments at their work site or desk as long as it does not interfere with their work. The constraints or restrictions to prescribed periodic breaks for employees working in a hazardous duty environment, as defined and identified by Management, do not preclude additional breaks where such breaks are deemed essential for reasons of health and safety.

SECTION 7. When changing the days of the employee's basic workweek or hours of work, the Employer will make such changes consistent with

Federal laws and government-wide rules and regulations. The Employer agrees to give the maximum possible notice to affected employees before making such changes and to make a reasonable effort to effect tour of duty or hours of work changes on the first day of the affected employee's basic workweek.

SECTION 8. Upon changes in the days of the employee's basic workweek or hours of work, the Employer will notify the Union prior to the change.

SECTION 9. Selection Criteria for Tour and Shift Changes. Whenever a different tour or shift will be established within an organization, the staffing procedures for establishing the initial roster are as follows:

a. Volunteers will be selected first. If more employees volunteer than are needed, the most senior employee (by service computation date) will take the first change unless this procedure would preclude the accomplishment of the mission.

b. If a sufficient number of volunteers cannot be obtained, assignment will be made on the basis of least seniority (by service computation date). The employee with the least seniority will be selected.

c. After commencement of the established tour or shift, subsequent rotations will be staffed by qualified volunteers first. When fewer employees volunteer than are needed, non-volunteers will be selected from the roster. Employees completing the assignment will be placed at the bottom of the roster, least senior first. Volunteers desiring to stay on the assignment may remain, providing no one else will want to take his place and at Management's discretion provided the decision is not arbitrary or capricious.

d. The supervisor will keep records indicating time spent on the alternate tour/shift. The rotation records will be maintained for a period of two years. Rotation for tour of duty changes (days of the week) or shift (hours of work) will be for two (2) pay periods. Any exception to the rotation cycle will be discussed with the Union President or his designee.

SECTION 10. Exemption from shift/tour rotation.

a. If an employee requests that he/she be relieved from a tour of duty/shift work rotation because of personal hardship circumstances, the employee will submit a written request with justification, which should include supporting evidence, to the immediate supervisor. This information must be sufficient to enable verification of the information. An employee

with a personal medical problem will provide a statement from a certified physician indicating the reason and duration of the exemption. When the duration of the exemption expires, the employee will be eligible for the rotation requirement.

b. Whenever an application for adjustment of shift/tour rotation is submitted by an employee, in order to establish a firm academic schedule in furtherance of educational endeavors or to qualify an employee for career advancement within the depot, the first-line supervisor may approve a request. If the request is granted, the employee must furnish a supporting statement as determined by the immediate supervisor from the registrar or other comparable official of the academic institution in which enrolled. If the employee fails to furnish the supporting statement within fourteen (14) days after enrolling or withdraws from the academic institution, the exemption and assignment considerations will be revoked. An employee may submit a request for an additional semester, provided at the time of the request, the employee presents a satisfactory completion of the previous semester's requirements.

c. In the event of disapproval under any of the above conditions, the employee will be informed in writing within three (3) workdays.

SECTION 11. Minor deviations from the basic shifts for purposes of staggering traffic and other considerations are not considered different shifts.

ARTICLE 10 OVERTIME

SECTION 1. The Employer reserves the right to order, require and assign overtime. Both the Union and the Employer recognize that the assignment of overtime will be based upon mission and workload requirements.

SECTION 2. The Employer agrees that overtime assignments to employees will be distributed fairly and equitably among the available employees of the work center in which the overtime is to be worked according to job classification, skills, assigned projects, or in those situations where the application of this principle will adversely affect the capability of the work center. It is recognized that certain factors, such as leave, continuity on the job of short duration, or skill requirements, may cause a temporary imbalance in the equitable distribution of overtime.

SECTION 3. Compensatory Time-Off.

a. Wage grade employees can request compensatory time-off instead of overtime pay under either Title 5 or the FLSA for an equal amount of time (hour for hour) spent in irregular or occasional

overtime work. The law prohibits mandatory compensatory time-off for wage grade employees. Once earned, compensatory time-off should be used as soon as possible, but must be used no later than the end of the 26th pay period after it was earned. Compensatory time not used during the established time period will be paid at the overtime rate at which it was earned. Compensatory time earned will be annotated on the CCAD Form 5094E (Monthly) or 5095E (Bi-Weekly) as hours worked.

b. It is the employee's right to make the decision about whether to request compensatory time off or to be paid overtime. The employer is prohibited from requiring a wage grade employee to be compensated for overtime work with an equivalent amount of compensatory time off from the employee's tour of duty. The employer will not interfere with the employee's right to make this decision.

SECTION 4. Notification Requirements. The Employer will make every effort to give notice as soon as the overtime requirement is known. Notification for weekend overtime will be given by close of business (COB) on the day before the last workday of the workweek. When notification by this time is not possible, overtime offered and worked or declined will be annotated on the CCAD Form 5094E or 5095E as

hours worked or declined with a (L) to indicate late notification. Periodic review of the Overtime Logs will be conducted by either party to ensure management has complied with the requirement to notify employees of overtime as soon as possible. If deemed necessary, action will be taken to resolve the late notifications. The Employer reserves the right to modify overtime requirements as necessary. Employees absent during the normal workweek on unscheduled leave will not qualify for overtime unless the Employer determines that workload requirements and/or special circumstances warrant waiver of this requirement. Special circumstances includes leave taken for an emergency situation or an unusual situation. The employee will describe the emergency or unusual situation on the OPM Form 71. An emergency is defined as an unforeseen circumstance that requires immediate attention. If the employee is not offered overtime due to unscheduled leave, the 5094E or 5095E will be annotated, but not charged, with a "US" and the number of overtime hours that would have been worked.

SECTION 5. Selection Procedures.

a. First consideration for overtime will be given to those employees who are working on the specific tasks for which job continuity is required. Job

continuity is defined as assignments that would be delayed or not completed if interrupted by a change of personnel.

b. Second consideration for overtime will be given to volunteers within the work center by job classification and grade who possess the required knowledge and skills. This includes employees assigned (officially or unofficially) out of the work center for 30 calendar days or less. However, if overtime is limited and only a few employees will be required to work, the supervisor will refer to the roster and offer overtime to those employees with the least amount of overtime as shown on the roster. The need to ask all employees is not required with limited overtime.

(1) If more employees volunteer than are needed, the supervisor will refer to the overtime roster and make selections in the appropriate job classification from the volunteers according to the employee with the least amount of overtime offered and/or worked. When the overtime requirement is for more than one day and the job continuity is not impacted, the Employer and the Union agree that the employee may be allowed to commit to work only one day and the other day(s) will be offered to another employee. Any days offered and declined will be charged as declined on the overtime log, 5094E or 5095E form.

(2) If an insufficient number of employees volunteer, at the supervisor's discretion, he may ask for qualified volunteers from a supervisor in the immediate area within the Division first, and as necessary, from other Divisions. Any supervisor asked to provide employees for overtime in another shop will use the provisions under 5b(1) in selecting those employees. Supervisors will not solicit nor accept offers directly from individual employees outside of their work center for overtime assignments. Employees will not solicit overtime from another work center.

(3) When the voluntary procedures outlined in 5b(1)&(2) do not satisfy the overtime requirement, the employee who possess the required knowledge and skills within the immediate work center with the least amount of overtime as shown on the roster may be directed to work the overtime.

c. Employees temporarily assigned (officially or unofficially) to a shop for 30 calendar days or less will be considered for overtime in their home shop. However, the employee can be considered for overtime in the shop to which they are temporarily assigned if:

(1) Permanently assigned employees of the same position and grade have been considered, or

(2) If the temporarily assigned employee has been engaged in a project that will incur overtime and possess the required knowledge and skills to ensure the most efficient utilization of overtime. If these criteria are met, he may be given first consideration in accordance with Section 5a.

d. All overtime/comp time worked under the provisions of Section 5a, b, & c will be charged to the employee's home shop overtime log.

e. A new employee, an employee re-entering the shop after a temporary assignment, absence, leave, or termination of a light/restricted duty of more than 30 calendar days, will be credited with the average overtime in his immediate shop within the same position and grade. Averaging will also be applied when employees are promoted to a new grade within the same shop.

f. An employee will be immediately averaged in with other employees of the same position and grade when a temporary assignment extends beyond 30 calendar days, or if it is known from the onset that a

temporary assignment will be longer than 30 days. During this time, the employee(s) will be considered for overtime in the shop of the temporary assignment and not the home shop, unless this would preclude the accomplishment of the mission. Although the temporarily assigned employee is averaged in to the existing shop overtime roster, it is understood that the employee must possess the required knowledge and skills to ensure the most efficient utilization of overtime. When the temporary assignment is completed, the employee will return to his home shop and be averaged in with employees who occupy the same position.

g. Light/Restricted Duty. Employees in a light or restricted duty status will be considered for overtime based on the ability of the employee to perform the required duties necessary for mission and workload requirements. The parties agree that if the work performed by an employee on light/restricted duty status during the regular workweek is also needed to be performed on overtime, the employee will be considered for the overtime. It is understood that the Employer is not obligated to create work for a light/restricted duty employee for fair and equitable distribution of overtime. Light/restricted duty employees unable to be scheduled for overtime for more than 30 calendar days will be averaged in when the restriction ends.

h. Leave and Overtime. Management will exercise prudent judgment so that the use of annual leave/LWOP is held to a minimum during the same period in which overtime/comp time is worked. It is understood that no employee has an expressed right to return to work from a leave status for the purpose of working overtime/comp time.

SECTION 6. Overtime Excusal. Once scheduled to work overtime/comp time, employees are required to report to work as scheduled unless excused by the supervisor.

a. Employees who, because of illness, an unforeseen emergency, or an unusual circumstance cannot report for work on a scheduled overtime/comp time day must explain their absence as soon as possible but not later than the first hour of the overtime/comp time day.

b. When an employee arrives late for scheduled overtime/comp time, but not later than the first hour of the shift, he will explain his absence to the supervisor upon arrival. Employees delayed beyond the first hour are required to notify the supervisor as soon as possible, but no later than the first hour of the overtime/comp time that he will be late for the assignment. The Supervisor will determine if the employee's services are still required and will inform the employee.

SECTION 7. Each supervisor and/or work center shall establish and maintain a CCAD Form 5094E or 5095E (whichever is appropriate) of each employee's overtime (worked or offered and declined) and comp time worked on a fiscal year (1 October to 30 September) basis. The overtime logs will be averaged down at the beginning of each fiscal year by using the procedures listed below. Both parties agree that averaging down is necessary to keep the numbers on the overtime log down to a more manageable number. The supervisor will retain the previous year's record for an additional year. The representative or employee may review the record upon request.

a. The overtime record of the employee with the least amount of overtime will be lowered to zero.

b. The overtime record of all other employees within the same work center will be lowered by the same number required to reduce the first employee's record to zero.

SECTION 8. Logging Overtime.

a. Overtime can only be charged against an employee if:

(1) He worked it.

(2) He is absent without approved leave (AWOL).

(3) He was asked and declined overtime within the prescribed time period.

(4) Overtime was worked while in a TDY status.

b. Military reservists performing their monthly weekend drill or the two week annual tour will not be charged with overtime offered and declined.

c. Hours indicated with a (L) will not be counted as hours declined.

SECTION 9. The Employer agrees that when an employee is required to return to his place of employment from home for unscheduled overtime, he is entitled to at least two (2) hours pay at the overtime rate.

SECTION 10. When the overtime work which requires familiarization training becomes sufficiently repetitious to imbalance the equitable distribution of

overtime in the work center and the trade skill involved, the Employer will consider training additional employees or other appropriate arrangements to equalize the distribution.

SECTION 11. An employee will be given a 15-minute break prior to starting a four (4) hour overtime/comp time period, after completion of a regular eight (8)-hour shift.

SECTION 12. The Union agrees to limit time away from the job of Union Officers, Chief Steward, and Stewards during overtime/comp time hours to those most urgent items of the Employer, Union, or employee business originating during the overtime/comp time hours, which cannot be deferred to the next non-overtime day.

SECTION 13. When the Employer violates this article by illegally depriving an employee overtime work, the employee will be compensated or paid for the overtime the same as if he had worked it, as a resolution or partial resolution to a grievance. In order for compensation to be granted, the provisions of the Back Pay Act must be met.

ARTICLE 11 LEAVE

SECTION 1. Annual Leave.

a. The Employer and the Union agree to follow the applicable leave regulations. It is recognized that the decision to grant or deny leave rests with the supervisor. The supervisor, or in his absence, the Acting Supervisor, may grant requests by employees for annual leave when the granting of the request would not interfere with production, workload, emergencies, etc. Decisions on granting leave will be fair and equitable and will not be made in a capricious or arbitrary manner.

b. Accrual of annual leave, in accordance with applicable laws, is a right of the individual employee. Although the timing and its usage is a privilege and subject to coordination with approval of the Employer, an employee's request for annual leave will normally be granted, subject to the needs of the Employer and when the request is submitted with reasonable advance notice.

c. In exercising the prerogative of timing of the annual leave usage, the Employer will make every reasonable attempt to satisfy the desires of each

employee in accordance with the procedures outlined below. Each employee will be responsible for cooperating with the Employer in scheduling vacation periods and requesting leave during periods when their services can best be spared. Employees are encouraged to conserve their earned annual leave but are not required to have accumulated excess leave over 240 hours in order for annual leave to be granted. Requests for leave will be submitted on an OPM Form 71 and returned to the employee approved or disapproved, with a copy retained by the Employer. When a request is disapproved, the reason for disapproval will be entered on the form.

(1) Excess Leave/vacation periods of not less than one full week and not more than four weeks duration will be scheduled by the last workday in February of each calendar year. Within two weeks, vacation lists will be compiled and employees notified. The employee with the most seniority, as determined by the service computation date, will be given vacation preference. When conflicts arise, the employee most recently having that vacation period in the past year will receive last consideration. Once an employee has made his decision, he will be permitted to change his selection only if no other employee's choice is disturbed or if another employee agrees to a trade. All

vacation periods requested after the last workday in February will be approved on a first receipt basis.

(2) Any leave of less than one full week's duration used in conjunction with a Federal holiday will be scheduled no later than fourteen (14) calendar days before the holiday week. Where conflicts arise, the employee most recently having leave in and around the last holiday will receive last consideration. If a conflict still exists after application of the above, the requests for leave will be approved on a first receipt basis of the OPM Form 71, Application for Leave. Therefore, the OPM Form 71's must be logged in with the date and time of receipt. Employees will be notified of approval/disapproval no later than seven (7) calendar days after receipt of the request.

(3) Personal leave not covered under Section 1c(1) and (2) above and not of an emergency nature will be scheduled no later than one full workday prior to the absence.

(4) When an employee's unforeseen emergency develops after the end of the previous workday and before the beginning of the next work shift, approval of the use of annual leave may not be presumed by the employee. An emergency is defined as an unforeseen circumstance that requires immediate

attention. Except when circumstances beyond the control of the employee do not permit, the employee must contact the supervisor or alternate in his absence either personally or by telephone as soon as possible but not later than the first two hours of the regular work shift, explaining the absence and requesting approval of the use of annual leave. Approval of such leave will be requested by the employee from his supervisor at the telephone number provided him by the supervisor. If no one is available to approve the leave, the employee will leave a telephone number where he can be contacted. It is understood that it is still the employee's responsibility to ensure contact is made within the day with his supervisor or alternate in his absence so that approval of leave can be considered.

d. When emergency conditions or completion of important workload missions require maximum attendance and employees are required to forego their previously scheduled vacations, such employees will be permitted to reschedule their vacations. The Employer will make every effort to accommodate the rescheduled vacation period. When it is necessary to withdraw approval of vacation leave, the supervisor will notify the employee as soon as possible prior to the employee's scheduled vacation period. Withdrawal during the 30-day period immediately preceding an employee's scheduled vacation will only be made for

compelling workload reasons. Should the employee be dissatisfied with the cancellation, he may request a review of the decision with the Division Chief or his designee. The Employer will ensure that adequate arrangements are made for use of annual leave to prevent forfeiture of any leave at the end of the leave year. For those employees incurring an injury or illness for which previously scheduled excess annual leave cannot be rescheduled, the restoration of forfeited annual leave will be handled on a case-by-case basis and will immediately be referred to the Civilian Personnel Advisory Center.

e. The Employer may approve annual leave or leave without pay for employees designated by the Union to attend District/National conventions, seminars, or conferences.

SECTION 2. Compensatory Time.

a. The approval of compensatory time off shall be subject to the same considerations that exist for the use of annual leave. If the employee has compensatory time to be used, it shall be the employee's decision whether to use Compensatory time off or annual leave. The employee also has the right to use a combination of annual leave and compensatory time off.

b. Compensatory time off must be used by the end of the 26th pay period after the pay period in which it was earned. Compensatory time not used during the established time period shall be paid at the overtime rate at which it was earned.

SECTION 3. Sick Leave.

a. The Employer and Union agree to follow the applicable leave regulations. Sick leave is an employee's earned benefit when the criteria for its use is met. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve sick leave so it will be available to them in cases of extended illness.

b. Sick leave requests shall be approved in accordance with the procedures set forth in 5 CFR 630.401, when the employee:

(1) Receives medical, dental, or optical examination or treatment;

(2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth;

(3) Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;

(4) Provides care for a family member with a serious health condition

(5) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member; or

(6) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his presence on the job because of a communicable disease.

(7) Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

c. Granting sick leave is an administrative responsibility of the appropriate supervisor in accordance with controlling regulations. Employees

are required to submit acceptable certificates from their physician supporting sick leave requests when they are absent on sick leave for a continuous period in excess of three days. A medical certificate or other administratively acceptable evidence is also required for absences in excess of three workdays for leave taken under **Section 3b(3), (4), (5) and (7)**. A medical statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, treatment, and to the period of disability while the patient was receiving treatment will be acceptable evidence for the supervisor to determine whether an employee was incapacitated for duty. The supervisor may refer questions regarding appropriateness or adequacy of a medical certificate to the Medical Officer in the Occupational Health Clinic.

(1) Sick leave will be requested on an OPM Form 71 as soon as the requirement is known for scheduled visits to doctors, dentists, obstetricians, and for the purpose of securing diagnostic examinations and x-rays. Sick leave for these appointments shall be granted for the amount of hours necessary, depending on the time and location of the appointment. Sick leave can be granted for travel time to and from the appointment when the employee departs from and returns to the depot. If the appointment ends so late in the day that returning to

work would preclude any productive effort on the part of the employee, the supervisor may grant sick leave from the departure to the end of the shift. At the supervisor's discretion, he may require the employee to furnish the name of the doctor to be visited. Whenever possible, employees are encouraged to schedule appointments on non-duty days or in the latter part of the workday. When an employee requests unscheduled sick leave to visit a dentist, doctor, obstetrician, etc., he will present a medical certificate to his supervisor upon his return to work.

(2) Each employee is responsible for notifying his immediate supervisor or alternate in his absence when he is prevented from reporting for work because of incapacitating illness or injury. Employees must contact the supervisor or alternate in his absence either personally or by telephone as soon as possible but not later than the first two hours after the start of the employee's regular tour of duty on the first day of his absence and on each succeeding day unless it is of a known duration or an anticipated day of recovery is communicated with the supervisor. If no one is available to approve the leave, the employee will leave a telephone number where he can be contacted. It is understood that it is still the employee's responsibility to ensure contact is made within the day with the supervisor or alternate in his absence so that approval of leave can be considered. If due to injury or illness,

the employee is so incapacitated that he cannot get to a telephone to personally request sick leave, a family member may contact the supervisor for him. For absences of extended duration, the employee must contact his supervisor at least every seventh calendar day to report his continued absence and anticipated recovery date. When an employee furnishes his supervisor a statement issued by a qualified physician establishing the duration of absence and anticipated date of return to duty, the requirement may be waived.

d. The Employer may impose a requirement on an individual that all absences regardless of duration or reasons of illness be supported by an acceptable physician's statement when there is reason to believe that sick leave privileges are being abused to include questionable use or misuse of sick leave or a specific incident of abuse. The records reviewed in determining the above will not go beyond the previous 12-month period. The corrective measures listed below will be followed in order:

(1) The Employer will review with the employee his past sick leave usage. Sick leave guides, goals, or balance of hours will not serve as the sole basis for the review session. If the employee justifies his sick leave usage, no further action will be

taken. A memorandum will be made of this review session and a copy furnished the employee.

(2) If appropriate, after the review session, the employee will be given an opportunity to improve his sick leave usage before a sick leave control letter is issued. The intent is that an improvement period be allowed between the review session and the issuance of a sick leave control letter.

(3) If there is no improvement in the sick leave usage, the employee will be issued a sick leave control letter. The sick leave control letter will be reviewed after ninety (90) calendar days with the employee concerned and a Shop Steward if the employee requests, to determine if a continuation of the requirement is necessary. The Employer reserves the right to make the final determination of the necessity for continuation of this requirement. The Employer's decision is subject to review through the grievance procedure.

e. Advance sick leave up to 240 hours may be made only in clearly established cases of serious disability or ailment when the exigency of the situation warrants, and there is reasonable assurance the employee will be able and willing to return to duty and

intends to do so for a period sufficient to repay the number of hours advanced. A serious disability or ailment must be supported by an acceptable certificate from a licensed practicing physician or other recognized practitioner. Advance sick leave may not be approved if the employee has established a pattern of questionable sick leave use.

f. When an employee is assigned a temporary restricted work classification by the physician in the Occupational Health Clinic, the Employer will consider placing the employee on an available job within the prescribed restrictions. Should no such job be available for the duration of the restriction, the employee may request to use sick or annual leave, if available, leave without pay, or apply for injury compensation as provided by law, if said injury was work related.

g. No employee who has sustained a disabling injury will be required to perform his normal duties until he is declared physically capable of performing those duties by the physician in the Occupational Health Clinic.

h. The Employer will not publicly post individual or shop sick leave records, for the purpose

of any competition which could have the effect of discouraging the proper use of sick leave.

i. When an employee is referred to the OHC by his supervisor due to injury or illness, the OHC will make a medical recommendation as to whether the employee is able to continue the workday or should be released to see his personal physician.

j. When the OHC refers an employee to see his personal physician, he will:

(1) Return to his work center for release from duty by his supervisor or alternate in his absence. If due to injury or illness, the employee is so incapacitated that he cannot return to his work center to secure his work area, he and/or the OHC will call and notify the supervisor or alternate in his absence.

(2) Upon his return, his supervisor will send him through the OHC for release back to duty.

(3) If the absence is in excess of three (3) days, he will be required to furnish a medical certificate.

(4) If the release occurs after the first four hours of the shift,

the day will not count. Any release prior to that time will be considered the first day of absence. Any communication required with an employee's personal physician will be accomplished through the Occupational Health Clinic by the officer in charge or a designated individual by the OHC.

SECTION 4. Sick Leave to Care for Family Members

a. The sick leave provisions outlined in Section 3, allow all covered full-time employees to use a total of up to 104 hours (13 days) of sick leave each year for family care or bereavement purposes.

b. Expanded Sick Leave for Family Care Purposes – Under Office of Personnel regulations, an employee may use a total of up to 480 hours (12 weeks) of sick leave each year to care for a family member with a serious health condition. If an employee previously has used any portion of the 104 hours (13 days) of sick leave for general family care or bereavement purposes in a year (Section 4a above), that amount must be subtracted from the 480 hour entitlement.

SECTION 5. Family and Medical Leave Act (FMLA)
5 CFR 630.1201.

a. Eligible employees may use up to 12 workweeks of unpaid leave during any 12-month period for the birth of a son or daughter (a child must be under 18 or incapable of self-support); placement of a son or daughter with the employee for adoption or foster care; the care of a spouse, son, daughter, or parent of the employee who has a serious health condition; and a serious health condition of the employee making them unable to perform the essential functions of his/her position.

b. Employees must provide notice of his intent to take FMLA leave not less than 30 days before leave is to begin. If the need for leave is not foreseeable, i.e., a medical emergency, and the employee cannot provide 30 calendar days notice of his/her need for the leave, the employee shall provide notice within a reasonable period of time appropriate to the circumstances involved IAW 5 CFR 630.1206. There is no provision for invoking FMLA retroactively. In addition, the employee must submit medical certification for FMLA leave taken to care for his spouse, son, daughter or parent who has a serious health condition or for the serious condition of the employee.

Note: For additional program guidance regarding

Sections 4 & 5, contact the Civilian Personnel Advisory Center. The above information is not intended to be all inclusive of employee rights and responsibilities.

SECTION 6. Leave Without Pay.

a. Employees may apply for leave without pay in accordance with applicable laws and directives.

b. Such leaves of absence without pay shall not exceed one (1) year for each application

c. Employees on approved leave of absence without pay will accrue all rights and privileges authorized by regulations. Employees may be granted leave without pay for a period of up to one (1) year to serve as a paid representative of AFGE in accordance with AR 690-990-2, Book 630 and governing regulations.

SECTION 7. Administrative Leave:

a. The Commander reserves the right to grant administrative leave where circumstances or emergency conditions warrant, in accordance with

applicable directives and/or regulations. In the case of a workforce release, the Commander or designated representative will inform the Union.

b. Blood Donations. As workload permits, employees who volunteer as blood donors, without compensation, to qualifying recipients will be excused from work without charge to leave for the time necessary to donate blood and recuperate. The maximum excused time will be four (4) hours per donation including recuperation and travel time. Four (4) donations per year can be made under this provision. Appointments will be made by the employee's immediate supervisor or by the employee with the supervisor's consent. The employee is required to submit his/her request on a OPM Form 71 as soon as possible but not later than twenty-four hours prior to the desired date. No appointments will be made on a Friday preceding a holiday, or any other workday that precedes a holiday. The four (4) hours of excused absence is applicable only when blood is actually donated. However, employees rejected as donors will be eligible for an excused absence limited to the time spent in traveling from and to the worksite and the time spent at the blood bank. Employees will provide documentation

from the Blood Bank to their immediate supervisor that indicates they donated blood.

c. Court leave.

(1) Court leave is the authorized absence, without charge to annual leave or loss of compensation, of an employee during a period of absence when he is summoned, in connection with a judicial proceeding, by a court or authority responsible for the conduct of that proceeding, to serve:

(a) As a Juror; or

(b) As a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party.

(2) An eligible employee under proper summons from a county, state, or federal court should be granted court leave to serve on a jury from the date stated in the summons to the date he is discharged by the court. An employee properly summoned by a State or Federal Court to serve on a jury which requires reporting to the Courthouse any time between 0800-1100 hours will not be required to report for duty prior to the court leave. An employee whose reporting requirement is after 1200 hours, will

be required to report to work at the beginning of their shift and may be excused from work at 1130 hours to allow the employee sufficient time to return home, clean up and change clothes, and travel to the Courthouse.

(3) Night (2nd & 3rd) shift employees called for jury duty will be excused from their regularly-scheduled night duties when the employee serves on a jury during the day without a charge to annual leave and with compensation at the night differential rate.

(4) Prior to this absence from duty, the employee will present the court order, subpoena, or summons to his supervisor for review as far in advance as possible, but not later than one week prior to the requirement. The employee is also required to submit satisfactory evidence of his attendance at court for performing the service which entitled him to court leave. A certification of jury service performed will be delivered to the appropriate supervisor for submission by the supervisor to the Finance and Accounting Office.

(5) If an employee is excused or discharged by the court for an indefinite period subject to recall by the court, or for a definite period in excess

of one (1) day, he will not be carried on court leave, but will be expected to report for duty or have his/her absence charged to appropriate leave. When an employee is excused or released by the court for any day or substantial portion of a day, he will be expected to report to duty, provided the return would not cause the employee hardship because of the distance from home, duty station, and the court. Ordinarily, when the employee is excused by the court, at a time which would allow him/her to arrive at his/her work site for three (3) hours work or more, he/she will report for duty or contact the supervisor and make other arrangements.

d. Registration and Voting. The Union and the Employer mutually agree to encourage all employees to exercise their right to vote. In cases where the time left in the workday does not permit the employee sufficient time to vote, early voting is expected and/or annual leave or leave without pay may be approved by the supervisor.

SECTION 8. Holidays.

a. Management reserves the right to order, require, and assign work on holidays. Work on holidays established by Federal Statutes or Executive Order will, insofar as consistent with efficiency and

operating needs as determined by the Employer, be kept to a minimum and when possible be observed as non-workdays.

b. Employees shall be entitled to holiday benefits, consistent with applicable regulations, in connection with all Federal holidays now prescribed by law or Executive Order and any that may be later added by law or Executive Order.

c. The Employer agrees that insofar as practicable, the President of the Union will be advised of any work requirement during a holiday.

d. In assigning employees to holiday work, the same requirements and consideration will be applied as assignments to overtime work.

e. The Employer agrees not to assign employees to work on a holiday solely to avoid overtime work that would otherwise be performed on a day outside the basic workweek.

f. Employees in a pay status will receive eight (8) hours pay at their regular hourly rate plus appropriate shift differential on all days defined as holidays that they are not required to work, except as

provided in applicable laws and regulations.

g. Employees working on a holiday observed within the basic workweek will receive their regular pay plus premium pay at a rate equal to their basic rate

of pay, plus appropriate night pay differential for each hour worked not to exceed eight (8) hours.

h. Employees working on a holiday outside the basic workweek will receive the same pay as they would normally receive on an overtime day.

ARTICLE 12 PROMOTIONS

SECTION 1. All employees who have an accepted resume on file at the Centralized Resumix Database will be considered for promotional opportunities at CCAD using the Resumix process. Under the Resumix process, open continuous announcements (OCA), individual job announcements and delegated examining unit announcements (DEU) will be used for recruiting jobs at CCAD. Employees must self-nominate for open continuous or individual job announcements to receive consideration. Employees applying under the DEU will be required to follow the instructions in the announcement to receive consideration. Employees may seek assistance in completing or updating a resume from the Administrative Officer of their organization or the Union. When competitive procedures are used to fill position vacancies, all selections will be made from a list of candidates, or any other appropriate source. Non-selected applicants will be notified in writing of their non-selection.

SECTION 2. The CPAC will send out a notice via email to all supervisors and the Union on Tuesday and Thursday of each week that will notify

employees what vacancies are currently being recruited. The email will list the title, pay plan, series, and grade of the vacancy; if the vacancy is being filled temporary or permanent; if shift work will be required; and the Division Office. In addition, any new open continuous announcements, individual vacancy announcements, and DEU announcements will be sent to the workforce. The list will be printed and made available to employees. The employee will be responsible to query ANSWER to find out their status, i.e., referred, not referred, not qualified, etc.

SECTION 3. Once an employee queries the centralized database regarding their status they may use the following grievance procedure in order to provide them with an avenue of redress regarding the Resumix system, i.e., non-referral or no resume found on file (when proof of submission exists).

a. INFORMAL GRIEVANCE PROCEDURES:

(1) Employees can send inquiries regarding non-referral directly to the centralized

database at applicanthelp@cpsrxtp.belvoir.army.mil. This inquiry initially goes to the centralized site to answer general inquiries. If an employee is inquiring about a specific vacancy announcement, the centralized site will forward the inquiry to the CPOC where the vacancy announcement originated. The CPOC will respond electronically directly to the employee. If the employee does not have email access, the immediate supervisor will assist in this effort with use of his/her computer.

(2) The informal inquiry should be submitted as quickly as possible after the employee becomes aware of their status after checking ANSWER. If it is determined that the employee should be referred, the CPOC will immediately correct the situation. If no selection has been made, the employee will be added to the referral. If a selection has already been made, the employee will receive priority consideration for the next like vacancy (same pay-plan, series, grade, duties and nature of fill i.e. temporary or permanent). (Priority consideration means the candidate will be referred prior to other applicants for consideration for the vacancy; however, this does not mean that employee is guaranteed selection.)

**b. NEGOTIATED GRIEVANCE
PROCEDURE (NGP)**

(1) If no satisfactory settlement is reached during the informal grievance inquiry, the grievance will be addressed at Step 1. The grievance will be submitted in writing to the Chief of the Civilian Personnel Advisory Center (CPAC) or designee stating the specific issues(s) involved and the remedial action requested within four (4) working days from receipt of the informal grievance inquiry from the West CPOC. A copy of the employee's inquiry and the CPOC response will be attached to the grievance.

(2) When appropriate, the CPAC Chief will inform the CPOC of the receipt of a grievance and the circumstances surrounding the grievance. This notification will allow the CPOC to begin preparing the pertinent background material for the installation's processing of the grievance. The CPAC Chief will arrange to meet with the employee and representative within four (4) working days after receipt of the grievance. A CPAC specialist may attend this meeting. A written decision will be rendered within six (6) working days of the grievance meeting. The Union representative will be contacted to pick up the written decision for delivery to the employee and acknowledge receipt. An original and one copy will be provided.

(3) If no satisfactory settlement is reached, the aggrieved employee shall submit the grievance in writing to the Commander, stating the specific issue(s) involved and the remedial action requested within (4) working days from receipt of the decision from the CPAC Chief. The Commander or his designee will arrange within four (4) working days to meet with the aggrieved employee, the representative, and a CPAC Specialist. A written decision will be rendered within eight (8) working days of the grievance meeting. The Union representative will be contacted to pick up the written decision for delivery to the employee and acknowledge receipt. An original and one copy will be provided.

(4) Where a deciding official feels a remedy to the grievance is warranted, and that remedy requires action by the CPOC, the terms of the proposed remedy must be discussed with the CPOC. The same is true when the proposed remedy would not require action by the CPOC but would have the effect of changing or overruling a CPOC action. If there is a dispute regarding a proposed remedy and agreement cannot be reached between the installation deciding official and the CPOC, the installation commander will make the final decision. The installation commander may delegate this authority to other individuals at the

installation. The CPOC will then process the matter as decided by the commander/designee, provided the decision does not violate law or regulation. Legal/regulatory dispute issues will be elevated to the MACOM for resolution.

(5) If a grievance is raised to arbitration, the grievant's installation will be responsible for presenting the agency's case with CPOC employees available as witnesses and/or providing other assistance, where appropriate.

SECTION 4. There will be no discrimination in promotion or selection for promotion because of membership in the Union.

SECTION 5. The Employer will make every effort to fill higher graded positions through the merit promotion system, if it is known that a vacancy exists. The Employer may rotate employees of the Unit for short periods of time to the duties of an established higher rated position in the Unit as outlined in Article 13, Sections 2 & 4.

SECTION 6. Once an employee has been referred for consideration, the grievance procedure outlined in Article 20 may be used to address any concerns

regarding the selection process. Mere failure to be selected for promotion when proper procedures are used is not a basis for a formal complaint.

SECTION 7. Definitions of violations.

a. Procedural violations. A procedural violation occurs when a placement action does not conform to the requirements of the Merit Promotion and Related Placement Plan.

b. Regulatory violation. A regulatory violation occurs when the selected employee did not meet legal requirements or OPM regulatory requirements at the time of the placement., i.e., not meeting time-in-grade requirements, or not meeting minimum OPM qualification requirements.

c. Program violation. A program violation occurs when the Department of the Army guidelines do not conform to OPM requirements, or the Merit Promotion and Related Army guidelines do not conform to Department of the Army guidelines, i.e., inappropriate merit promotion program requirements. Actions based on discrimination, favoritism, or nepotism are also regulatory violations.

SECTION 8. When a resolution of a complaint results in an employee being given special consideration for the next or similar job, upon request, a reason will be given to the employee if not selected for that promotion.

ARTICLE 13 DETAILS/LOANS/TEMPORARY PROMOTIONS

SECTION 1. A detail is a temporary assignment of a bargaining unit employee to a different position or set of duties. A loan is a temporary assignment of an employee to a different work center while working under the same job description. Details/loans to positions or work assignments will be based on a bona fide need and will be in accordance with governing laws and regulations.

SECTION 2. Details are intended only for meeting temporary needs of the Agency's work programs when necessary services cannot be obtained by other desirable or practicable means. The Employer is responsible for keeping details within the shortest practicable time limit and assuring that the details do not compromise the open-competitive principle of the merit system or the principles of job evaluation. Except for brief periods, employees should not be detailed to perform work of a higher or lower grade level unless there are compelling reasons for doing so. If it is known at the onset that a detail to a higher grade will exceed 90 days, a temporary promotion will be made at the time provided the employee meets OPM qualification requirements for promotion to the position. A detail to a higher grade which extends

beyond 90 days will be converted to a temporary promotion on the 91st day provided the employee meets OPM qualification requirements for promotion to the position. If a temporary promotion to a higher grade or a combination of a detail and temporary promotion to a higher grade is made for more than 120 days, it will be made under competitive promotion procedures. Should the requirements of the Agency necessitate an employee being detailed to a lower grade position, this will in no way adversely affect the employee's salary or classification.

SECTION 3. An employee detailed to a different position or set of duties for more than thirty (30) days shall be given a job description or statement of duties/tasks to be performed. Employees who are being detailed will be notified of the reasons for the detail, the expected duration of the detail, and the nature of the duties to be performed. Details in excess of thirty (30) days will be reported on Standard Form 52 (Request for Personnel Action), or other appropriate form and maintained as a permanent record in the Official Personnel Folder. Such reporting is not required for loans. The employee will be provided a copy of the SF-52 within 30 days of the process date.

SECTION 4. The Employer agrees that employees within a trade classification of each shop will be given

an opportunity to qualify for advancement by distributing work assignments, details, and loans fairly and equitably taking into consideration the proficiency and skill of each employee. Menial or dirty tasks, or work which is generally recognized as undesirable within the duties described in the employee's job description will be assigned to employees of the shop on a fair and equitable basis.

SECTION 5. It is recognized that changes in workload and mission often necessitate the use of loans and/or details to meet workload requirements. When it becomes necessary to loan and or detail an employee from one work center to another, selection will be determined within the appropriate job classification (title, series, grade). Volunteers will be solicited first, and if a sufficient number of volunteers cannot be obtained, assignment will be made on the basis of least senior employee as indicated by service computation date. Management may exempt an employee(s) from being loaned/detailed only when compelling work requirements necessitate such action.

SECTION 6. When the need arises to detail/loan employees, a roster will be established in the work center listing all employees who are permanently assigned to that organization. The initial roster will

be established by listing employee names in groups by title, series, and grade and then descending order of seniority within each group. Once a loan/detail assignment has been completed, that employee will be placed at the bottom of the roster within their grade series. Future detail/loan assignments will be made on a rotational basis. A detail of an employee due to a positive drug test will not count for purposes of the roster.

SECTION 7. In the event it is proposed to extend a detail beyond one hundred twenty (120) calendar days, the Employer will notify the employee. If more than one employee has been on the 120 day detail and all employees will not be extended, the provisions of Section 5 will determine which employees continue the detail. If the employee has objections to the extension, such objections will be made known to the Employer at the time of notification. The Employer will give consideration to the employee's concern. The employee will be provided with one (1) copy of the SF 52 covering the extension period.

SECTION 8. In making a detail/loan assignment in accordance with the above procedures, the Employer will give full and fair consideration to all employees concerning their personal hardship and health.

ARTICLE 14 REASSIGNMENT

SECTION 1. When the Employer determines that a reassignment is required, the following procedures will apply except in situations governed by regulation, i.e., Reduction In Force (RIF), Reorganization, and Realignment:

a. Qualified volunteers will be solicited first. If more than one employee volunteers, the volunteer with the most seniority by service computation date (SCD) will be reassigned.

b. If no qualified volunteers, then placement will be made by involuntary reassignment. The employee with the least amount of seniority by SCD will be reassigned.

c. In the case of excess personnel, when there is only one excess employee who is eligible and qualified for reassignment, that employee will be reassigned. "Eligible" refers to employee status (i.e., part-time or full-time). A part-time employee will not be reassigned to a full-time position and vice versa. "Qualified" refers to an employee meeting OPM minimum qualification standards.

d. When more than one excess employee is eligible and qualified for reassignment, the provisions of sub-sections a. and/or b. will be applied.

SECTION 2. When an employee is involuntarily reassigned, he will be given a reasonable period to become familiar and proficient in the new position. When an employee is assigned to a different type of aircraft or to perform a different function, the employee will be provided proper training.

ARTICLE 15
JOB DESCRIPTIONS AND EVALUATIONS

SECTION 1. The primary purpose of the job description is for classification and pay purposes. It also serves as a tool for organizing work, for informing employees of the major duties and responsibilities they are expected to perform, and supervisory relationships. Employees shall perform work within their job descriptions the majority of the time.

SECTION 2. The duties listed in job description are not set forth for purpose of limiting assignment of work. They are not to be construed as a complete list of the many duties normally to be performed under a job title or those to be performed temporarily outside an employee's normal line of work.

SECTION 3. The phrase "other duties as assigned" shall not be used as the basis for the assignment of duties unrelated to the principal duties of an employee's position, except on a temporary basis.

SECTION 4. The Supervisor will discuss with the appropriate employee(s) and the Chief Steward or his designee any proposed changes in major duties of the jobs prior to requesting classification action. When the classification of an employee's position description is

changed, it will be discussed with him and the Chief Steward or his designee.

SECTION 5. Any time an employee believes there are inconsistencies in the major duties of his job description, he may discuss the matter with the supervisor. The supervisor will give consideration to any comments provided by the employee.

SECTION 6. All employees have the right to request a review of what they consider to be inequities in their existing job classification. If the employee's inquiry involves both the correctness of the job description and the accuracy of the title, job series, pay plan or grade, the issue regarding the job description will be resolved first. The employee or his representative will have access to the job description and evaluation report, if available, by logging into FASCLASS at <http://cpsfc.belvoir.army.mil/fasclass/inbox/>, and other pertinent information directly related to the classification of the position. An employee who feels that his officially assigned position is incorrectly classified may file a formal appeal. DOD Civilian Personnel Management Service (CPMS) has assumed responsibility for deciding position classification appeals for general schedule (GS) and wage grade (WG) employees filed within DA.

a. WG employees must first appeal to DOD and then can appeal to the Office of Personnel Management (OPM).

b. GS employees may appeal directly to OPM, however, OPM's decision is final; or GS employees may appeal to DOD and then OPM.

SECTION 7. Each employee is entitled to Union representation or assistance in accordance with Article 4, Section 6 in discussing the job description or grade with the Employer-

SECTION 8. The Employer agrees to provide each employee with a copy of his current job description which can be requested from the Administrative Officer of the organization. A job description may also be obtained by accessing FASCLASS @ <http://cpsfc.belvoir.army.mil/fasclass/inbox/>.

SECTION 9. The Employer will provide the Union with a copy of any existing or current job description in the Unit upon the Union's verbal or written request.

SECTION 10. The Union may at any time initiate recommendations for change in job standards for a particular category of positions. Appropriate representatives of the Employer and Union will meet to

discuss the facts pertaining to the recommendations. Any formal recommendations of this nature shall be submitted in writing and shall include full justification for the recommended change.

SECTION 11. The Employer will inform the Union when OPM will be gathering data to develop or change existing classification standards if the agency has been notified of that information.

SECTION 12. Work leaders and team leaders will perform their leader and journeyman tasks in accordance with sound job classification principles.

ARTICLE 16
PERFORMANCE APPRAISALS

SECTION 1. The CCAD Performance Appraisal System will be fair, objective, equitable, and in conformance with all applicable laws and regulations.

SECTION 2. Performance standards/objectives.

a. Performance standards/objectives will be established in accordance with 5 USC 4302 and appropriate rules and regulations. Performance standards/objectives will be applied fairly, equitably and objectively.

b. When standards/objectives are established or revised, they will be discussed with employees.

SECTION 3. Performance Appraisals.

a. Performance appraisals will be thoroughly discussed with the employee in private. The Employee will be encouraged to freely state his/her views. Performance appraisals will be based on adequate observation and knowledge of all job-related factors affecting the employee's performance.

b. During the rating period, unit employees will be appraised on their overall performance and informed of their progress towards achieving performance requirements. As a minimum, a prearranged conference will be held for this purpose at the midpoint of the annual rating period. Conferences will be held as often as needed to keep employees informed of their progress.

c. At the end of the annual rating period, the supervisor's evaluation may make allowances for factors beyond the control of the employee that prohibited the employee from achieving a specific performance level.

SECTION 4. The time spent by Union Officers and Stewards in representing employees will not adversely affect the performance evaluation of the employees functioning in these positions. Employees serving in these positions will be evaluated only on the time spent on the job.

SECTION 5. If remedial action for unacceptable performance is necessary, that action should be progressively applied as follows:

a. Management should attempt through counseling, increased supervisory assistance and training to improve an employee's performance.

b. If the above management efforts have been unsuccessful in improving employee performance, reasonable efforts should be made to reassign the employee to a more suitable position.

c. If reassignment is not possible, demotion should be considered before removal from the service.

SECTION 6. Employees shall have the right to grieve their overall performance rating, either personally or with their Union representative, in accordance with the negotiated grievance procedure.

SECTION 7. Administration of the Total Army Performance Evaluation System (TAPES) currently in effect at CCAD, will be administered in accordance with existing regulations. Additional guidance can be obtained in AR 690-400, Chapter 4302.

ARTICLE 17 RECORDS

SECTION 1. The Official Personnel Folder prescribed by the Office of Personnel Management is an official repository for records affecting an employee's status and service during his entire government employment. Employees may request review of their Official Personnel Folders by contacting the Civilian Personnel Advisory Center. The folder provides the basic source of factual data about the employee's employment history, and this is used by the Civilian Personnel Operations Center in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services. In addition, folders may be reviewed by, or used to furnish information to supervisors, managers, and other officials whose duties require access to such folders.

SECTION 2. It is agreed that any record in the Official Personnel Folder, which has not been disclosed to the employee will not be used as a basis for a disciplinary action. Except as provided by Office of Personnel Management regulations, no material of a derogatory nature, which might reflect adversely upon the employee's character or government career will be placed in the Official Personnel Folder without the employee's knowledge.

SECTION 3. It is agreed that where the Office of Personnel Management or other agency policy does not permit disclosure of a record, file, or document to an employee and/or his representative, the employee or his representative will, upon request, be informed of the proper procedure for attempting to gain access.

SECTION 4. Only those documents authorized by Office of Personnel Management regulations or other appropriate Federal or Army regulations will be maintained in the employee Official Personnel Folder.

SECTION 5. It is agreed that, to the extent it is not contrary to Office of Personnel Management regulations, each employee, and/or designated representative who has been so authorized in writing by the employee, shall, upon request and as workload permits, be permitted to review any document appearing in his Official Personnel Folder. An employee will be provided an initial copy of a document at no cost if he requests. Costs may be assessed for additional copies in accordance with the Privacy Act. It is understood that such review shall take place in the presence of a Civilian Personnel Advisory Center (CPAC) representative having custody of the file.

SECTION 6. When counseling relating to informal corrective actions occurs, a record of the counseling session will be documented on a Memorandum for Record (MFR) and signed by the supervisor. The employee will initial that he/she received a copy of the MFR. The employee's initial does not indicate agreement with the memorandum. If the employee refuses to initial, the supervisor will annotate the refusal on the memorandum and initial and date the entry. The supervisor will then provide a copy to the employee. Memorandums that have existed for a period of one (1) year will be destroyed or any time earlier at the Supervisor's discretion.

ARTICLE 18
UNION-MANAGEMENT MEETINGS

SECTION 1. Meetings may be held between the appropriate management level and the appropriate representatives of the union as the need arises at a mutually agreed date and time. Such meetings will be held to discuss matters of general concern to employees in the Unit.

SECTION 2. Scheduled meetings may be held as the need arises between the Officers of Local 2142 and the Commander or his designated representative. The party requesting the meeting will verbally inform the other party of the agenda. The topics for the meetings will normally be matters of general concern to employees in the Unit.

ARTICLE 19
DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. For clarification purposes, the following is agreed to:

a. “Adverse Actions” are defined as removals, suspensions for more than 14 days, reductions in grade or pay, and furlough without pay for 30 days or less.

b. “Disciplinary Actions” are defined as suspensions of 14 days or less and letters of reprimand.

c. “Informal corrective actions” are defined as oral warnings, oral reprimands, counseling, or closer supervision of the employee.

SECTION 2. Adverse and disciplinary actions will be for just causes only, and will be administered consistently and in accordance with legal requirements and regulations. Formal disciplinary or adverse actions should not be taken when a situation can be corrected by informal corrective measures. Disciplinary actions will be directed toward improving employees’ work habits, conduct, attitude, and efficiency. Such actions should be no more severe than the violations warrant. Consideration should be given to whether the offense is minor, flagrant, or a repeated one.

SECTION 3. The employee has the responsibility to follow supervisory instructions as promptly and ably as possible. The supervisor has the responsibility to create and promote conditions conducive to high morale and to keep the employees as fully informed as possible of governing laws, regulations and changes thereto. When actions are taken, whether formal or informal, the employee will have the right to private discussions with the supervisor, offer his/her explanation, and consult with his/her Union representative on the problem.

SECTION 4. The following procedures will be followed when issuing adverse and disciplinary actions:

1. **ADVERSE ACTIONS.**

a. An employee against whom an adverse action is proposed as described in Section 1 above will be provided a written 30 calendar day advance notice which will inform him of the following:

(1) The reasons for the proposed action.

(2) The right to review the material relied upon.

(3) The right to reply orally and/or in writing to the Deciding Official within fifteen (15) calendar days of receipt of the proposal.

(4) The right to be represented by a representative of his choice.

(5) The right to use a reasonable amount of official time to review the material, prepare and present his reply.

b. The employee will be provided a written decision as soon as possible after his reply is received, or if no reply is received, after the reply period has elapsed. The decision letter will inform the employee of the following:

(1) The right to grieve or appeal the action taken.

(2) The right to be represented by a representative of his choice.

2. DISCIPLINARY ACTIONS.

Suspensions of 14 days or less.

a. An employee against whom a suspension is proposed as described in b(1) above will be provided a written 10 calendar day advance notice which will inform him of the following:

(1) The reasons for the proposed action.

(2) The right to review the material relied upon.

(3) The right to reply orally and/or in writing to the Deciding Official within five (5) working days of receipt of the proposal.

(4) The right to be represented by the Union.

(5) The right to use a reasonable amount of official time to review the material, prepare and present his reply.

b. The employee will be provided a written decision as soon as possible after his reply is received, or if no reply is received, after the reply period has elapsed. The decision letter will inform the employee of the following:

(1) The right to grieve the action taken.

(2) The right to be represented by the Union.

3. **LETTERS OF REPRIMAND.**

a. An employee against whom a Letter of Reprimand is issued will be advised of the following:

(1) The reasons for the Letter of Reprimand.

(2) The right to review the material relied upon in reaching the decision to issue the Letter of Reprimand.

(3) The right to be represented by the Union.

(4) The right to grieve the Letter of Reprimand.

(5) The right to use a reasonable amount of official time to review the material, prepare and present his grievance.

SECTION 5. The employer agrees to furnish the employee an extra copy of all proposed disciplinary or adverse actions and decisions. The employee's choice of representative or change in representative, must be designated in writing. If a Union representative has been involved, when delivering a letter of reprimand or a proposed/decision letter to an employee, a Union representative will be present. No discussion of the matter will be made during the delivery process and the employee will acknowledge receipt. If the employee refuses to acknowledge receipt, the supervisor will annotate the refusal, initial and date, and give the letter to the employee.

SECTION 6. Notice of right to request Union representation.

a. In accordance with the statute, employees have the right to request Union representation at an examination by a representative of the Agency in connection with an investigation, if the employee believes the examination may result in disciplinary action. Section 7114(a) of the statute states that:

“(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at--

(B) Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if--

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

(ii) the employee requests representation.”

b. When an employee requests Union representation, the questioning official may not continue the questioning of the employee without providing the Union an opportunity to be represented or the questioning may be discontinued. When an employee or the Union representative requests consultation prior to an investigatory interview, time will be allotted for such conference so that the representative can become familiar and accurately elicit facts relating to the issue. The amount of time granted will depend on such factors as the amount of notice given prior to the investigatory interview and the complexity of the issues.

SECTION 7. Grievances and Appeals:

a. Grievances over letters of reprimand,

disciplinary/adverse action decisions will be initiated at the final step of the grievance procedure within eight (8) working days from the effective date of action as set forth in Article 20. If a grievance over a letter of reprimand or disciplinary action contains allegations of prohibited discrimination, an employee has a choice of filing a grievance in accordance with the negotiated procedure or filing an Equal Employment Opportunity complaint, but does not have the authority to file both.

b. Statutory appeals over adverse action decisions will be initiated as follows:

(1) MSPB - within thirty (30) calendar days.

(2) EEO - within forty-five (45) calendar days.

c. As set forth in Article 20, only one of the three avenues (grievance, MSPB, or EEO) may be used.

ARTICLE 20
GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

SECTION 2. A grievance means a complaint by an employee, the Union, or the Employer concerning-

- a. Alleged violations of this agreement; or
- b. Any claimed violation, misunderstanding, or misapplication of law, rule, or regulation affecting conditions of employment.

SECTION 3. This negotiated procedure shall not include grievances concerning-

- a. Alleged violations concerning prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal for national security reasons;

d. Any examination, certification, or appointment;

e. The classification of any position, which does not result in the reduction in grade or pay of an employee;

f. Suspension or letters of reprimand regarding employees serving a probationary/trial period, or a temporary appointment during the first 6 months of employment;

g. Separation regarding probationary and temporary employees;

h. The initial issuance of the sick leave control memorandum under Article 11 Section 3d; or

i. An adverse action as a result of Reduction In Force.

SECTION 4. This negotiated procedure shall be the exclusive procedure available to employees of the Unit and parties to the Agreement for resolving grievances, except as provided in Section 6 of this Article.

SECTION 5. Employees using this procedure will be represented by the Union except that employee(s) of

the Unit may seek adjustment of a grievance without intervention of the exclusive representative. Any such adjustment may not be inconsistent with the terms of this Agreement. The Chief Steward or designee will be given the opportunity to be present at all steps of the grievance process. The decision rendered at the second step shall be final and not subject to any further appeal. If the employee elects to act on his/her own behalf, the employee will be provided with the decision and a copy sent to the Union. Only the Union or the Employer may invoke arbitration.

SECTION 6. An employee affected by adverse action (removal, reduction in grade or suspension of over fourteen (14) days) may file an appeal under the statutory appellate procedure or a discrimination complaint under the EEO complaint procedure or a grievance under the negotiated grievance procedure (to include an allegation of discrimination) but only one of the three avenues may be used. If a grievance involving a letter of reprimand or disciplinary action (less than 14 days) contains allegations of prohibited discrimination, an employee has the choice of filing a grievance in accordance with the negotiated procedure or filing an Equal Employment Opportunity complaint, but does not have the authority to file both. For purposes of this section, an employee shall be deemed to have exercised his option only when the employee

files a timely notice of appeal under the appellate procedure, files a timely EEO formal written complaint, or files a timely grievance in writing under the negotiated grievance procedure.

SECTION 7. In the event either party should declare a grievance non-grievable, the original grievance may be considered amended to include that issue. Disputes of grievability/timeliness, not resolved at the local level, may be referred to arbitration in accordance with the article on Arbitration.

SECTION 8. Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis. The parties agree that every effort will be made to settle grievances at the lowest possible level. The Union agrees to encourage employees to personally attempt to communicate, resolve problems on a one on one basis with their immediate supervisors prior to requesting union representation. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Reasonable time during duty hours will be allowed for employees and

their representative to prepare and present grievances. All such time will be arranged through the employee's immediate supervisor.

SECTION 9. The following procedures will be adhered to in cases involving employee grievances:

a. Informal. An employee grievance shall first be taken up by the aggrieved employee or employees and the appropriate representative, if requested, with the immediate supervisor. An informal grievance meeting must be requested with the supervisor responsible within eight (8) working days of the incident giving rise to the grievance. The supervisor will then schedule a meeting within two (2) days of the request to meet with the employee and appropriate representative to investigate and discuss the complaint/issue in an attempt to reach possible resolution. At the conclusion of the meeting the supervisor and Union Representative will sign the informal grievance form acknowledging that a meeting was held. A copy of the form will be provided to the supervisor.

b. Step 1. If no satisfactory settlement is reached at the informal step the aggrieved employee shall submit the grievance in writing to the Division Chief. Grievances must be presented in writing within four (4) working days of the informal grievance

meeting. The written grievance will state the date of the incident, specific information concerning the complaint, and the remedial action sought. The Division Chief will meet with the employee(s) and representative within four (4) work-days after receipt of the grievance. In order to facilitate resolution and expedite the grievance investigation process, the immediate supervisor, Chief Steward and a CPAC Specialist shall attend the meeting. The intent of this process is to build an atmosphere of trust between Management and the Union and obtain all relevant information to make a sound and fair decision. Should the complaint be outside the purview of the supervisor, the grievance will be presented to the appropriate Employer representative having authority to grant resolution. A written decision will be rendered within six (6) working days of the grievance meeting. The representative or Chief Steward will be contacted to pick up the written decision for delivery to the employee and acknowledge receipt. An original and one copy will be provided.

c. Step 2. If no satisfactory settlement is reached at the first step, the aggrieved employee shall submit the grievance in writing to the Commander stating the specific issue(s) involved and the remedial action requested, within four (4) working days from

receipt of the first step decision. A courtesy copy will be submitted to the CPAC Office. The Commander or his designee will arrange within four (4) working days to meet with the aggrieved employee, the representative. The Division Chief, Chief Steward, and a CPAC Specialist shall attend the meeting. A written decision will be rendered within eight (8) working days of the grievance meeting. The representative or Chief Steward will be contacted to pick up the written decision for delivery to the employee and acknowledge receipt. An original and one copy will be provided.

SECTION 10. Time limits contained in this Article may be extended by mutual consent of the Union and the Employer. Failure of the Employer to observe the time limits for any step in the grievance procedure shall entitle the grievant to advance the grievance to the next step. Failure of the grievant to observe the time limits shall constitute the basis for termination of the grievance.

SECTION 11. Union Grievances. The Union has the right to file a grievance under this procedure in its own name. A non-employee grievance submitted by the Union will be submitted in writing to the Commander or his designated representative within fifteen (15)

working days of the event giving rise to the grievance to attempt resolution. The Commander or his designated representative will meet with the Union President within fifteen (15) working days after receipt of the grievance to attempt resolution of the grievance. A written decision from the Commander or his designated representative will be provided to the Union President within fifteen (15) working days of the meeting.

SECTION 12. Employer Grievances. A grievance against the Union will be submitted in writing by the Employer to the Union President within fifteen (15) working days of the event giving rise to the grievance. The Union President or his designated representative will meet with the Commander or his designated representative within fifteen (15) working days to attempt resolution of the grievance. A written decision from the Union President or designated representative will be provided to the Commander within fifteen (15) working days from the date of the meeting.

SECTION 13. If an employee resigns, dies or is separated by an action other than a removal, or withdraws his grievance before a decision is reached on a grievance being processed and no compensation issue is involved, action will be stopped and all interested parties will be notified that the case is being

closed without decision. If, however, the Union can indicate to the Employer that the grievance is representative of cases involving other employees of the Unit, the grievance will be processed through to a decision.

SECTION 14. To ensure adequate representation is provided to employees, the Employer will furnish upon request and to the extent not prohibited by law, all information which is reasonably available and necessary and relevant to the employee's representative.

ARTICLE 21 ARBITRATION

SECTION 1. If the parties hereto fail to reach a satisfactory settlement of any grievance processed in accordance with Article 20, such grievances may be referred to arbitration by the Union or the Employer provided the grievant serves written notice within sixteen (16) working days of receipt of the other party's final decision.

SECTION 2. The Union will submit their portion of the fees to request an arbitrator at the time of the request for arbitration or no later than five working days after the request for arbitration. Failure to provide the fee for the arbitration within the five working days, will render the issue closed and the right to submit the matter to arbitration and/or to an arbitrator shall be terminated. No further consideration will be given to the matter. The parties will request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within fifteen (15) working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

SECTION 3. The arbitrator's fee and expenses shall be borne equally by the Employer and the Union and shall not exceed that authorized by applicable regulations. In the event hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be borne equally by Employer and the Union. Further, the Employer and the Union shall share equally the expense for any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

SECTION 4. The arbitration hearing shall normally be held during the regular day shift hours of the normal basic workweek. Employees serving as Union representatives, grievants, and employee witnesses who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave; however, no overtime will be paid.

SECTION 5. The arbitrator will be requested to render his binding decision involving the interpretation or application of this Agreement as quickly as possible, but in any event, no later than thirty (30) calendar days after close of the hearing, unless the parties otherwise agree. It is agreed that the arbitrator shall not change,

modify, alter, delete, or add to the provisions of this Agreement as such right is reserved to the contracting parties only. It is further agreed that interpretations of published agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the agency, which are received from Department of the Army, subsequent to request, will be made available to the arbitrator for consideration in rendering his decision.

SECTION 6. Arbitrability questions shall be submitted to an arbitrator as a threshold issue. Arbitrability is defined as; timeliness of grievance filing at any step of the grievance procedure, timeliness of the request for arbitration, and those issues outlined in Article 20, Grievance Procedure, Section 3. The arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases, which would involve several days of hearings. The ruling of the arbitrator must first address the arbitrability question, and unless the arbitrator rules the issue(s) to be arbitrable, the merits will not be addressed in the decision.

ARTICLE 22
UNFAIR LABOR PRACTICE
(PRE-COMPLAINT PROCEDURE)

SECTION 1. The Parties recognize that misunderstandings occur which can be resolved locally through frank and open discussions. Therefore, the parties agree that prior to filing an Unfair Labor Practice (ULP) with the Authority, the charging party will notify the other party of the charges. The party receiving the notice, (the Commander or his designee; the President or his designee) will meet within four (4) workdays, after receipt of the notice, to discuss the charges.

SECTION 2. Within four (4) workdays following the discussion between the parties, the receiving party will render an oral decision to the party presenting the charges. If no decision is given, the charging party may file a formal ULP with the Authority upon the expiration of the four workdays. A copy of the formal ULP will be provided to the other party.

SECTION 3. Both parties agree that if either party fails or refuses to meet in accordance with the above procedures; the charging party may file a formal ULP.

SECTION 4. This procedure will not preclude discussion and agreement at anytime after the formal charge.

ARTICLE 23
TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 1. Formal training, inside and outside the depot, will be made available to employees in accordance with the needs of the Employer, the requirements of current regulations governing training and the availability of training funds. It is the policy of the Employer to assign training to employees in an equitable manner to assure a high level of worker competence throughout the depot. All mandatory training and/or training that incurs cost, regardless of length, and training of eight (8) clock hours or more will be recorded in the individual's automated training record. Employees are encouraged to submit an update to their Official Personnel Folder (OPF) to reflect any training received.

SECTION 2. The Employer and the Union agree that training and development of employees within the depot is a matter of primary concern to both parties and that procedures and policies shall be developed through employee-management cooperation, to seek the maximum training and development of all employees consistent with mission requirements, regulations and availability of training funds. Consistent with its needs, the Employer agrees to develop and maintain forward-looking and effective policies and procedures designed to achieve this purpose.

SECTION 3. The Employer agrees to inform the Union of any new training programs established within the depot. The Union will request to meet with the Employer as necessary for the purpose of reviewing the training programs established or considered necessary.

SECTION 4. When feasible and if consistent with the needs of the depot, the Employer may grant leave requested for educational and training purposes if the education or training to be acquired will be of value to the depot and if the services of the employee can be spared.

SECTION 5. Employees must apply in advance for tuition assistance prior to the class start date. Requests should be submitted at least 20 calendar days in advance, if possible, to allow action to be taken on their application. If disapproved, the reason for rejection will be provided in writing upon the request of the affected employee.

SECTION 6. Criteria for entry into training courses conducted by or under the control of the Skills Development Office will be based on the course entry requirements and the level of skills and knowledge possessed by the employee as determined by the Employer. Grade level only will not be used to restrict the entry into such training courses.

SECTION 7. Union Officers' and Stewards' time will be reported on the appropriate PCN and training OP Code for their assigned work centers for training in connection with Employer-sponsored or co-sponsored labor-management agreement orientation classes. All Union Officers and Shop Stewards will receive the same orientation as first-line supervisors as determined by management.

SECTION 8. The Employer will consider providing employee on-the-job cross-training within the same skills series to the maximum extent practicable, employing such techniques as interchanging employees when they share mutual desires and aptitude to receive training in each of their respective positions.

SECTION 9. In recognition of the possible impact of technological developments upon the workforce, the Employer agrees to confer with the Union on appropriate formalized training or retraining of employees in the development of new skills required by introduction of significantly new equipment, processes and workload changes. The Employer agrees to confer with the Union on such developments beginning at the planning stages. When training is determined to be necessary for new job and skills, the parties agree to make every reasonable effort to utilize existing employees.

SECTION 10. When specific training is required for promotion, selection for the training will be made under competitive procedures.

SECTION 11. When an employee becomes medically disabled for his position, the Employer will consider placing an employee to another established position for which he meets the qualifications. Retraining will be considered when practicable according to applicable regulations.

SECTION 12. Both on-depot and off-depot job related training will be scheduled to conform with the five-day workweek as much as practical. It is understood that as long as the staggered starting times remain in effect, adjustments to an employee's hours of work may be required for an 8-hour training class. If it is discovered that a training class for scheduled off-depot training does not conform to the employee's current tour of duty (days of the work week) or hours of work (scheduled shift hours), the employee's tour and hours of work will be changed to accommodate the training schedule. Employees requiring a tour of duty/shift change to attend training classes will be notified of the change prior to the training.

SECTION 13. When an employee is scheduled to attend a training class, the employee will not be required to report to their normal duty station unless they are able to perform at least one hour of work either before or after the class.

ARTICLE 24 TRAVEL

SECTION 1. When an employee is in a temporary duty (TDY) status, determination as to the appropriate tour of duty/hours of work will be made on a case-by-case basis. The most reasonable alternative will depend upon the facts and circumstances of each case. Employees will be informed of their tour of duty at the TDY point prior to departing on travel. Employee's travel will be scheduled within the basic workweek when practical.

SECTION 2. Necessary travel should be arranged in accordance with regulations to meet operational requirements and the schedules of common carriers.

SECTION 3. When an employee is directed by the Employer to work temporarily at other than his regular duty station, the employee will be provided with transportation by the Employer and/or the employee will be reimbursed for travel expenses as authorized by Joint Travel Regulations.

SECTION 4. Generally, employees who are nonexempt under the Fair Labor Standards Act (FLSA) may be paid overtime while in a travel status under the following conditions. Authorized travel time outside

the regular work hours is considered “hours of work” for pay purposes under FLSA if an employee performs work while traveling (including travel as a driver of a vehicle); travels as a passenger to a temporary duty station and returns the same day; or travels as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the regular working hours. “Regular Working Hours” means the days and hours of the employee’s regularly scheduled administrative workweek. Also, an employee who travels from home before the regular workday begins and returns home at the end of the workday is engaged in normal “home to work” travel, and such travel is not considered hours of work. When an employee travels directly from home to a temporary duty location outside the limits of his/her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from the hours of work and is not payable under FLSA. Overtime entitlements while in a travel status will be in accordance with the provisions of the Fair Labor Standards Act (FLSA) or Title 5 of the U.S. Code.

SECTION 5. When the use of a privately owned automobile is authorized or approved primarily for the

convenience of the traveler, mileage reimbursement and per diem allowance will be limited to constructive costs of common carrier transportation and related per diem as determined in the Joint Travel Regulations. Travel time limits, to include any overtime earned will also be determined in accordance with the JTR/FLSA.

SECTION 6. Employees on temporary duty away from their designated post of duty shall not be required to utilize government quarters when adequate quarters are not available, as determined by the Commander or his designated representative of the TDY location, under the provisions of applicable Department of Defense Joint Travel Regulations. Reimbursement for lodging expenses will not be made unless a statement of non-availability is obtained from the Commander or designee at the TDY location. Quarters shall be reserved prior to departure for the duration of the employee(s) TDY period. During the TDY period, if an employee is displaced from Government facilities, he shall not be required to revert from private facilities back to Government facilities for the remainder of his stay.

SECTION 7. Should the employee, upon arrival, find that the facilities and quarters are not adequate under applicable DOD Joint Travel Regulations, he will notify the order-issuing authority, and request assistance.

SECTION 8. Upon determination by the Employer that temporary duty assignments are required to the extent that rotation lists are deemed necessary, the following procedure will apply:

a. The employee will be screened in relation to their job classification for job expertise, for reliability, for dependability, physical condition, and personal characteristics. Employees will be selected using the criteria above. These employees will be listed on a rotational roster alphabetically, by title, series, and grade and be available for review upon request from the employee.

b. Employees will be required to take the next assignment in accordance with their position on the rotational roster. Employees may be excused from an assignment when their reasons are considered valid and other qualified employees are available. Employees excused from an assignment will be placed at the bottom of the rotational roster within their grade series.

c. Management retains the right to deviate from strict rotation when a situation arises that requires special experience to expedite the repair or other extraordinary circumstances.

SECTION 9. Subject to the provisions of applicable law and regulations, the Employer may pay travel and per diem expenses for a Union Representative, complainant and necessary witnesses as determined by the presiding official on official business. The Employer under applicable law retains the right to determine if the primary interest of the government test is met before any such travel and per diem expenses may be authorized.

ARTICLE 25 REDUCTION IN FORCE

SECTION 1. When the Employer determines that the use of reduction-in-force procedures will be necessary, the Union will be notified. On finalization of implementation plans, the Union will be given immediate notice and a briefing on pending reduction-in-force plans. The Union may make its views and recommendations known at that time. Prior to any official depot announcement to employees concerning a RIF, the Employer will notify the Union of the announcement. Upon request, the Employer will conduct an orientation session for Union Officers and Stewards on RIF procedures and answer questions regarding these procedures.

SECTION 2. To minimize adverse impact upon employees, the Employer will consider accomplishing any necessary reductions in the work force through attrition. However, both the Employer and the Union recognize that reductions through attrition may not always be feasible because of constraints imposed by higher authority or skills imbalances, which may result from such action.

SECTION 3. When vacancies are utilized in a reduction-in-force, placements will be determined in

accordance with 5 CFR Part 351. When vacancies are used in RIF placements, the Union will be provided with a listing of the vacancies used.

SECTION 4. The Employer will provide information to assist employees to understand the reduction and why they are being affected. The Employer shall:

a. Inform employees of plans or requirements for a RIF.

b. Conduct special counseling sessions to advise employees on matters of concern to them such as the regulations governing RIF actions, why they are being affected, salary retention, severance pay, disposition of leave, positions being offered, if any, retirement eligibility, benefits, and appeal rights.

c. Provide guidance to employees who are eligible and desire to register under the Office of Personnel Management's Displaced Employee Program and/or the Interagency Placement Assistance Program (IPAP).

d. The Employer and the Union agree to establish a joint committee to plan and implement services for displaced workers utilizing all available placement/training resources.

SECTION 5. If an employee is affected by a reduction-in-force action, he and his representative, if any, shall have the right to review all records, which pertain to the action. This includes the retention registers for positions within the employee's grade limit assignment rights, i.e., retreating and bumping rights.

SECTION 6. Any career or career-conditional employee who is separated because of reduction-in-force will be placed on the Reemployment/Priority List, and such employees will be given special consideration for rehiring in positions for which qualified and available in accordance with applicable rules and regulations.

SECTION 7. Retained grade and pay eligibility will be determined in compliance with 5 CFR Part 536. Repromotion eligibility will be determined in compliance with DOD 1400-20-1-M. Reemployment eligibility will be determined in compliance with 5 CFR Part 351.

ARTICLE 26 REORGANIZATION

SECTION 1. The Employer shall notify the Union in advance of any reorganization as soon as possible so that changes in working conditions can be addressed in a timely manner.

SECTION 2. The Employer agrees, consistent with the right to direct the work force, to consider and to respond to individual employee inquiries concerning the employee's status in the implementation of any reorganization.

SECTION 3. In filling positions in connection with reorganizations, the Employer agrees to assure compliance with provisions of appropriate regulations and the provisions of this agreement.

SECTION 4. The Employer will provide the Union upon request:

- a. Authority by which the reorganization was directed.
- b. Explanation of reorganization.
- c. Copy of any and all directives concerning the reorganization.

ARTICLE 27 CONTRACTING

SECTION 1. It will be the policy of the Employer to consult with the Union five (5) days prior to conducting a management review and/or a cost study involving the Unit of recognition in those instances where the contracting out of the work is within the discretion of the Employer. When it becomes known that contracting out of work involving the Unit of recognition is ordered by higher headquarters, the Union will be informed. The Union will be afforded their rights relating to impact and implementation bargaining as prescribed in Section 7106(a)(2)(A)(B), and (b)(2) & (3) of the Statute.

SECTION 2.

a. Upon Congressional notification of a cost study, periodic briefings will be held between the Employer and the Union to provide the Union with appropriate information, providing the information is otherwise releasable. Determination as to the number of briefings to be held will be made at the time that the milestones are established for completion of the particular cost study.

b. Briefings will be held with affected Unit

employees for the purpose of providing information concerning management reviews and cost studies. The Union will be given an opportunity to attend such briefings.

c. Determination regarding the appropriateness of the release of information concerning management reviews and/or cost studies will be made on a case-by-case basis at the time of the request.

d. The Employer will include a Union Representative in the “walk through” by bidders of the function undergoing a cost study.

SECTION 3.

a. The Bargaining Unit employees will be counseled as appropriate of their rights, when it has been determined that Unit work is to be contracted out. These sessions may include:

- (1) Right of first refusals.
- (2) Internal placement and retraining, if necessary.
- (3) Reduction-In-Force procedures.

(4) Out-placement efforts through the Priority Placement Program.

b. The Employer agrees to minimize displacements resulting from contracting out of work by taking every possible, prudent action to retain career employees. Nothing in this notice shall be construed to limit management's reserved right.

SECTION 4. Referenced:

- a. OMB Circular A-76 with supplements.
- b. AR 5-20 with supplements.

ARTICLE 28 SAFETY AND HEALTH

SECTION 1. The Employer shall maintain an assertive and effective health and safety program, safe and healthy working conditions, and equipment and industrial health protection that are free of hazards that are causing or are likely to cause an accident, injury, or illness to the employee. The Safety and Health Program will be administered in accordance with Section 19 of the OSHA Act 1970, Executive Order 12196, 29 CFR 1960, 29 CFR 1910, CCADR 385-1 series, and all applicable laws, rules, regulations, and changes thereof which may apply.

SECTION 2. The Union and the Employer will encourage employees to work in accordance with safety and health regulations, wear the proper attire for the job being performed, and utilize the appropriate personal protective equipment (PPE) as determined by the PPE Risk Assessments. The Union and the Employer recognize their individual responsibilities to support and inform employees that disciplinary action for employees who knowingly and willingly violate approved safety and health regulations and policies will occur. The Employer and the Union have a right to bring to each other's attention and negotiate matters concerning safety and health problems. At the same

time, the provisions underscore the employee's responsibility for his or her own safety and the obligation to follow safety rules and practices for his or her protection and that of fellow employees.

SECTION 3.

a. Each Employee Safety Committee will be comprised of 50% management selected members and 50% union representatives. One alternate member for the Union and Management may be appointed for each installation Employee Safety Committee. Union representatives functioning as members on this committee will not be charged official time while performing those functions. The Employee Safety Committees will function in accordance with the Depot's current safety and health regulation and any applicable Memorandum of Agreements (MOAs). Copies of the regulation will be given to each committee chairperson.

b. Written minutes of each meeting shall be maintained and made available to each committee member.

c. Union representatives on committees will be as follows:

(1) Command Safety and Occupational Health Advisory Council will have the President or his designated representative and one other representative;

(2) Aviation Safety Committee will have the President or his designated representative and one other representative.

SECTION 4. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The Employee has the right to decline to perform his assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. However, in these instances, the employee must report the situation to his supervisor or the next level supervisor. The supervisor shall request an inspection of the condition by the depot Safety Management organization as well as contacting the designated Union representative. A Union representative shall be afforded the opportunity to be present at the time the inspection is made. If the Safety Management personnel decide the condition does not pose an

imminent danger, a written statement declaring the area or assignment to be within acceptable risk will be made except any incident requiring the response of the NAS Fire Department. It is also understood that at any time the management official finds there is an imminent danger, the employee will not be obligated to return to the particular assignment until the imminent danger situation does not exist.

SECTION 5. The depot's Safety and Occupational Health Program, will apply in this Agreement and will be used through the term of the Agreement. The Employer and the Union agree that negotiations will be conducted on any proposed changes to the existing regulation.

SECTION 6. FOD. The Union and the Employer will encourage employees to follow and support the depot's FOD Policy and regulations, to include shadow boxing of all tools, use FOD containers and hardware control procedures. The Union and the Employer recognize their responsibilities and the importance of a comprehensive FOD Program to prevent mishaps.

ARTICLE 29
FEDERAL EMPLOYEE'S COMPENSATION ACT

SECTION 1. Any employee who is injured or becomes ill in the performance of his duties may be entitled to benefits under the provisions of the Federal Employee's Compensation Act (FECA). The employee will receive full support from his supervisor(s) and the CCAD FECA Office in connection with reporting of injuries and illnesses. The FECA Office will advise the employee of benefits available in accordance with 20 CFR, Part 1, or current OWCP guidance; assist in the execution of necessary forms, and the administrative process in support of a claim. If the employee addresses a problem to the Union concerning his compensation claim, the Union will forward these problems to the FECA Office to attempt appropriate resolution of the problem. The FECA Office will advise employees annually of their rights and benefits under OWCP by providing them a Publication, CA-11.

SECTION 2. When an employee sustains a traumatic injury or occupational disease in the performance of his duties, the basic procedures are outlined below:

- a. Employee(s) will:

(1) Immediately after an injury, notify the supervisor of the injury.

(2) Complete a Form CA-1 for a traumatic injury, or CA-2 for occupational disease. For a traumatic injury, if the employee is unable to complete the CA-1, the supervisor or acting supervisor may complete the form on the employee's behalf.

b. Supervisor(s) will:

(1) Refer the employee to the Occupational Health Clinic (OHC) with CCAD Form **5066** for the initial evaluation.

(2) After completion of the CA-1, review the front of the form for correctness, complete the back of the form, and return the receipt attached to the CA-1 to the employee along with a copy of the CA-1 and the Publication, CA-11.

(3) Inform the employee of the right to elect continuation of regular pay (COP), annual, or sick leave if time loss will occur. The employee's time will be carried in accordance with his/her election except when the claim is being controverted under one of the following conditions.

(a) The disability is a result of an occupational disease or illness.

(b) The employee comes within the exclusions of 5 U.S.C. 8108 (1) (B) or (E) (which refer to persons serving without pay or normal pay, and to persons appointed to the staff of a former President);

(c) The employee is neither a citizen nor a resident of the United States, Canada, or the territory under the administration of the Panama Canal Commission (i.e., a foreign national employed outside these areas);

(d) The injury occurred off the employing agency's premises and the employee was not engaged in official "off-premises" duties.

(e) The employee caused the injury by his or her willful misconduct, or the employee intended to bring about his or her injury or death or that of another person, or the employee's intoxication was the proximate cause of the injury;

(f) The injury was not reported on a form approved by OWCP (usually Form CA-1) within 30 days of the injury.

(g) Work stoppage first occurred more than 45 days after the injury;

(h) The employee first reported the injury after employment was terminated;

(i) The employee is enrolled in the Civil Air Patrol, Peace Corps, Job Corps, Youth Conservation Corps, work study program, or other group covered by special legislation.

(4) Advise the employee of his or her responsibility to submit prima facie medical evidence of disability within 10 calendar days or risk termination of COP. The medical evidence must also contain a statement of when the employee can return to duty.

(5) Advise the employee whether COP will be controverted, and if so, whether pay will be terminated. The basis for the action must be explained to the employee. The reason for controverting a claim must always be shown on Form CA-1.

(6) Notify the Safety Office of the employee's injury.

(7) Employees with a traumatic on-the-job injury which requires immediate, emergency treatment, will be furnished a CA-16 by the FECA Office. Authorization for this type of treatment will be made within 4 hours of the injury.

SECTION 3. After the initial evaluation at OHC, the employee may seek further medical treatment from a physician or facility of his own choosing.

SECTION 4. If the employee's COP election is controverted for any of the nine reasons stated in Section 2b.(3), the Compensation Specialist will notify the employee's supervisor of the decision to controvert and the employee's right to seek Union Representation.

SECTION 5. It is agreed by both parties that this Article is not inclusive of all rights, benefits, and responsibilities. More detailed information can be obtained by contacting the CCAD FECA Office.

ARTICLE 30
ENVIRONMENTAL DIFFERENTIAL PAY
AND
HAZARDOUS DUTY PAY

SECTION 1. The Employer will make every effort possible to ensure that employees are not exposed to any hazardous situations while performing their duties. In accordance with section 5343©(4) of Title 5, United States Code, employees will be eligible for environmental differential when exposed to a working condition or hazard that falls within one of the categories approved by the Office of Personnel Management (OPM). Payment will only be made when the level of exposure exceeds the standard set by the Occupational Safety and Health Administration (OSHA) and/or the American Conference of Government Industrial Hygienists (ACGIH), whichever standard has the lowest exposure level in accordance with AR 40-5, paragraph 5-3(3). This also applies to all workplace hazards.

SECTION 2. In accordance with Section 5545(d) of Title 5, United States Code, employees will be eligible for hazardous duty when exposed to a working condition or hazard that falls within one of the categories approved by the Office of Personnel Management (OPM). Payment will only be made

when the level of exposure exceeds the standards set by the Occupational Safety and Health Administration (OSHA) and/or the American Conference of Government Industrial Hygienists (ACGIH), whichever standard has the lowest exposure level in accordance with AR 40-5, paragraph 5-3(3). This also applies to all workplace hazards.

SECTION 3. The Union will bring to the attention of the Employer situations which it feels should be investigated for possible Environmental Differential Pay (EDP) and/or Hazardous Duty Pay (HDP). Their concern will be addressed in writing and will include the location of the situation, nature of exposure, and other factors necessary for inclusion as a payable category. Work situations determined to be in compliance with the OSHA standards and/or the threshold limit values established by the ACGIH, are deemed to have practically eliminated the hazard and are not eligible for EDP. This includes situations where the hazard has been practically eliminated through use of personal protective equipment and engineering guidelines. Should a situation arise in which a qualifying hazard cannot be practically eliminated and an EDP is authorized by the Employer, payment shall be made in accordance with CFR 532.511, Subpart E, Appendix A. Should a situation

arise in which a qualifying hazard cannot be practically eliminated and an HDP is authorized by the Employer, payment shall be made in accordance with CFR 550.907, Subpart I, Appendix A.

SECTION 4. The Employer agrees to meet and confer with the Union prior to deleting or adding to the above situations governing the payment of EDP/HDP. Such discussions shall take place prior to the Employer implementing any such proposed changes or modifications.

SECTION 5. Established annual physical examinations in the Plating Shop will be continued.

SECTION 6. The Employer will continue to pay EDP to employees whose work is performed in work situations described as follows:

<u>JOB IDENTIFICATION</u>	<u>NATURE OF DUTIES</u>
Aircraft Mechanic Aircraft Engine Mech Electronic Mechanic Aircraft Electrician	Troubleshooting airborne aircraft and engine discrepancies during test flight

PAYMENT

Under CFR 532.511, Subchapter E,
Appendix A, Part 1, Paragraph 1 & 2
Flying – High Hazard

JOB

IDENTIFICATION

NATURE OF DUTIES

Electronics Mechanic
Aircraft Electrician

Removal & Installation
of explosive propellant
Charges

PAYMENT

Under CFR 532-511, Subchapter E,
Appendix A, Part II, Paragraph 2,
Explosives & Incendiary

ARTICLE 31
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons; to prohibit discrimination because of race/color, age, sex, religion, national origin, political affiliations, physical handicap, marital status, or mental handicap; and to promote full realization of equal opportunity through a positive and continuing effort. The Union agrees to support the Employer in its continuing endeavors to enhance this program.

SECTION 2. The President of the Union or designee(s) may serve as a participating member on EEO committees. The Employer agrees to meet semiannually with the Union's EEO Committee to discuss the depot's EEO Program.

SECTION 3. When replacement or addition of EEO Counselors are required and at the request of the EEO Officer, the Union may provide a list of at least five (5) nominees of employees who would potentially serve as counselors. Individuals selected from the list of nominees shall receive appropriate training. The Union agrees to consult with the Employer, at the Employer's request, regarding the qualifications of the individuals nominated to serve as counselors.

SECTION 4. At the time of development of the Affirmative Employment Plan of Action, the views of the Union will be requested and given serious consideration. The Union agrees to participate, on the request of the EEO Officer, in discussions relating to improvement of employment and promotional opportunities for minority and women employees.

SECTION 5. When a Union representative/bargaining unit employee serves as an employee's personal representative performing EEO representational functions, he/she must request approval from his/her immediate supervisor for all use of duty time needed to perform these representational functions. The Union representative/bargaining unit employee must arrange in advance with his/her supervisor to use this duty time. The Supervisor will coordinate with the EEO Officer or designee to obtain the appropriate Op-Code for time keeping purposes. The EEO Officer or designee may provide a location for the use of the time in the EEO Office if available, if not available, a list of appropriate meeting/conference rooms will be provided to Union representative/bargaining unit employee for him/her to schedule a meeting time. When a Union representative is acting as a personal representative, the Union Hall can be used for preparation and presentation of EEO cases.

ARTICLE 32 WAGE SURVEYS

SECTION 1. The Employer agrees to notify the Union when instructions are received to make preliminary preparations for conducting either a full-scale wage survey or a wage change survey.

SECTION 2. The provisions of 5 USC and 5 CFR Part 532 or appropriate governing directives and regulations, will be followed in conducting full scale or wage change surveys for the Federal Wage System.

SECTION 3. Selection of Locality Wage Survey Committee Members will be made in accordance with appropriate governing directives and regulations.

SECTION 4. Union participation in wage surveys will be permitted to the maximum extent permitted by regulation. When the Local is designated as the qualifying labor organization with respect to functioning with management on wage surveys, one-half of the data collectors will be Unit Federal employees recommended by the committee member representing the Union. The Union will submit the names of at least two employees for appointment as data collectors/alternates for each position. Selections will be made jointly by the Employer and the Union.

SECTION 5. All information gathered by any member or data collector of the Locality Wage Survey Committee is the property of the United States Government and none of this information may be conveyed to any person not authorized to receive the information. Survey data is strictly confidential. Rates of individual companies will not, under any circumstances, be revealed to other companies, to other employee groups, or to any person not authorized to receive the rates.

SECTION 6. The employee will not be required to use his own POV. However, arrangements may be made among the team members as to the alternate use of the POV.

SECTION 7. The primary members and alternates of the Locality Wage Survey Committee will participate in all phases of the full-scale wage survey. In the Wage Change Survey, the alternate member will participate only in the absence of the primary member.

SECTION 8. In a Full Scale Wage Survey the primary member and alternate member designated by the Union, five labor data collectors, one alternate, and three local Union principal officers will attend the training conducted by Union National representatives. The time granted for this purpose will not exceed

eight hours per employee representing the Union and will be charged to Union training time IAW Article 8.

SECTION 9. In a Full Scale or Wage Change Survey, the tour of duty will not be changed unless by mutual consent of the Employer and the Union.

ARTICLE 33 TRAFFIC AND PARKING

SECTION 1. The Employer and the Union will encourage all employees to use car pools and public transportation to the greatest extent possible. Designated parking at Corpus Christi Army Depot (CCAD) is as outlined below:

a. Handicapped Parking as mandated by law. Open handicapped spaces for building accessibility will be identified in each parking lot and by a handicap sign and/or marking on the roadway. These spaces are available for handicapped employees/visitors throughout the depot.

b. Visitor parking can be made available in parking lot "AA" on Crecy Street across from Building 8.

c. Parking in spaces along the sidewalk in front of the Commander's Office will be reserved for those individuals designated by the Chief of Staff.

d. Security parking is in parking lot "AA" as identified and can be used for local and community law enforcement officials on official business at CCAD.

e. To facilitate bus parking on 4th street, the areas currently designated and posted will continue to be used for bus parking only.

f. For Force Protection reasons, Parking Lot A has controlled access .

SECTION 2. All other employees can use any open parking space of their choice for daily parking.

SECTION 3. The Employer will provide the Union **one (1) parking space in close proximity to Building 8 and two (2) in close proximity of the Union Office.**

ARTICLE 34
AMENDMENTS DURING THE TERM OF THE
AGREEMENT

SECTION 1. Changes of matters that are not included in the agreement.

a. During the term of this Agreement, the Employer shall provide the Union President, 1st Vice President and the Chief Steward with advance notice of new or changes in existing personnel policies or regulations and matters affecting the general working conditions of Unit employees.

b. Written notification will be given following these procedures:

(1) The Employer shall notify the Union President, 1st Vice President, and the Chief Steward in writing or by email prior to the planned implementation giving the Union ten (10) working days from the date of notification to request negotiations. The President or other Union representative will acknowledge receipt by dating and initialing the proposal when hand delivered or when sent by email, the sender will apply the “request read receipt” option. The President or designee will request negotiations in writing or email.

(2) If no request to bargain is received within ten (10) working days from the date of notification, the Employer may implement the change without further negotiation.

(3) Upon timely request by the President or designee, the Employer shall arrange a preset time agreeable to both parties to enter into good faith negotiations within five (5) working days in relation to the proposal.

(4) If impasse in negotiations is reached, the assistance of FMCS will be solicited prior to FSIP regulations being followed.

(5) The Employer shall not supplement or enforce any change except for non-discretionary changes prior to the completion of negotiations or, in the event of impasse, prior to a decision by the Federal Service Impasses Panel (FSIP) or other such appropriate authority as may be called upon to resolve the differences.

(6) If a DOD regulation mandates any change in any matters affecting conditions of employment on issues not specifically covered by this Agreement, the procedures set forth in paragraph b (1) through (6).

(7) All agreements, Memorandums of Understanding, and Memorandums of Agreement must be in writing and signed by the Commander or his designee and by the Union President and/or the 1st Vice President or their designee. Under no circumstances will oral agreements be binding.

SECTION 2. Changes of matters that are included in the Agreement.

a. By mutual consent of the parties, this Agreement may be opened for amendment. Mutual consent is not required for modification or amendment by future laws, regulations, and directives from higher headquarters. Any request for such amendment shall be in writing and must be accompanied by the amendment proposed. Within ten (10) working days after mutual consent to such request, representatives of the Employer and the Union will meet to negotiate the matter, and no changes other than those proposed shall be considered. Amendment shall be evidenced in writing, duly executed by both parties, and in all cases modification or amendment shall be subject to approval of the designated representatives of the Department of the Army.

b. The Employer shall not supplement or enforce any change except for non-discretionary

changes prior to the completion of negotiations or, in the event of impasse, prior to a decision by the Federal Service Impasses Panel (FSIP) or other such appropriate authority as may be called upon to resolve the differences.

SECTION 3. Consultations and discussions between the Employer and the Union will be conducted during regular working hours with reasonable time granted Union representatives without a charge to annual leave.

SECTION 4. Subject to security regulations, the Employer will discuss any condition and situation-affecting employees of the Unit, which management considers to be an emergency, and the actions necessitated by it with the President or designee.

SECTION 5. The primary point of contact between the Union and the Employer for the purpose of discussing questions that arise concerning the general administration or interpretation of this Agreement or other matters involved in day-to-day relations between the parties shall be: for the Union, the President or his authorized representative; for the Employer, the Chief, CPAC, or his designated representative.

SECTION 6. No paper, document, or communication issued by the Union to the Employer shall be deemed

valid unless it bears the signature of the local President or his designee, and/or the National President or his designee. This Provision excludes correspondence covering grievances.

SECTION 7. The Employer will pay travel and per diem for local Union Representatives if they are required to travel by the Employer.

ARTICLE 35
USE OF COMMAND FACILITIES

SECTION 1. The Employer agrees to furnish the Union with space for an office and furniture for the exclusive use of the Union. Any such furniture loaned to the Union will be hand sub-receipted by the Union President. The Union agrees to maintain such furniture and office space in satisfactory condition, normal wear expected. Janitorial services will be provided to the Union Office.

SECTION 2. The Union agrees that the office space will not be utilized by Unit employees or Union representatives to conduct internal Union business on official time. This includes activities relating to the internal business of a labor organization {including the solicitation of membership, elections of labor organization officials, collection of dues, preparation and distribution of any internal news bulletin or newspaper, and performance of administrative functions related to benefits offered by the Union}.

SECTION 3. Subject to applicable security regulations, the Employer agrees to make available appropriate facilities when practicable and available for

Union meetings outside of regular working hours. Request for use of such facilities must be made forty-eight (48) hours in advance. The Union agrees to perform normal housekeeping.

SECTION 4. Subject to the needs of the Employer, the Union may use existing reproduction facilities for quick copy service not to exceed ten (10) copies of any particular document on matters concerning the Union's representational function. Documents pertaining to internal Union business are prohibited.

SECTION 5. Access to Regulations. A supervisor will allow an employee reasonable time to review a copy of regulations in his possession or at the Reference and Research Library affecting personnel policies, practices, and working conditions. The supervisor will determine the appropriate time for the review without unjust delay.

SECTION 6. The Employer agrees to provide the Union Office (President, 1st Vice President and Chief Steward) email notification of current vacancies being recruited and memorandums distributed to first line supervisors, which pertain to matters of personnel policies, practices, and general working conditions that have been negotiated with the Union.

SECTION 7. Two copies of the Supervisor's Handbook and changes thereto will be provided the Union President and Chief Steward each time it is published.

SECTION 8. Any future move of the Union Office within CCAD and approved by CCAD Commander will be done on official time, with management providing any normal duties that might be needed to relocate without disturbing the functions of the Organization. This includes having telephone communications at all times, if possible.

SECTION 9. The Employer agrees to provide official bulletin boards in areas where employees work for the purpose of posting material directed and/or authorized by applicable regulations and this Agreement. The Union has the sole responsibility for the upkeep of their official bulletin boards, and failure to keep bulletin boards up-to-date and in order will result in removal from the premises. Prior to removal of any bulletin board, Management will notify the Union President or designee.

SECTION 10. The Employer may, on request, provide an information table on which the Union will place application blanks, newsletters and brochures for the

purpose of informing the work force in the Unit during non-duty hours. Any such table must be placed completely within the confines of the exclusive Unit and will be staffed by Union representatives only during non-duty hours. Location of the table and the period of time it will remain at any one site will be coordinated jointly between the Employer and the Union. The Union agrees that its President will sign a hand receipt for custody of such tables.

SECTION 11. Responsibility for Union literature posting and/or distributing.

a. The Union is responsible for the contents and distribution of literature prepared or distributed by the Union's Officers, Agents, or Stewards. This activity must take place during non-duty hours.

b. Union newspapers, newsletters, circulars, notices, etc., may be distributed by Union representatives in areas frequented by employees in the Unit. Distribution of literature will be made during non-duty hours of both the Union representatives making the distribution and employees receiving the literature.

SECTION 12. Mail System. The Union Office will have an assigned mail box in the CCAD Mail Room,

and will be included in the Staff Directory along with the Union telephone number.

SECTION 13. The Employer in conjunction with the Union will work toward the goal of providing e-mail to all officers and stewards in their immediate work area.

ARTICLE 36
VOLUNTARY WITHHOLDING OF UNION DUES

SECTION 1. Dues withholding privileges will be extended to the Local throughout the period of the basic labor-management agreement. Dues are defined as the regular periodic amount required to maintain a member in good standing with the Union.

SECTION 2. Employees eligible for dues withholding are those members of the Union in good standing who are employed in the Bargaining Unit (not including details) and whose net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment. Employees must have authorized no other allotments for payment of dues to another labor organization.

SECTION 3. Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, will be utilized to process allotments. SF 1187's may be obtained from the Union Office and submitted at any time. Processing will be accomplished in the following manner.

a. The Union will provide completed SF 1187's to the appropriate Finance and Accounting Office.

b. Allotments will be effective on the first day of the first full pay period beginning after receipt of the properly executed and/or corrected SF 1187 in the Finance and Accounting Office.

SECTION 4. Changes in Union dues and changes of addresses will be handled directly between the Union Treasurer and the servicing DFAS Payroll Office.

SECTION 5. Employees may submit a SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, to revoke their dues withholding anytime during the 30 days prior to their anniversary date. Anniversary date is the date the SF-1187 is signed and dated by the employee. SF 1188's may be obtained from the Finance and Accounting Office. However, a written request for revocation of an allotment, which is otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the form. It is the employee's responsibility to see that his written revocation is received in the Finance and Accounting Office on a timely basis. Revocation of allotments submitted by an employee will be effective on the first full pay period beginning on or after the anniversary date of the allotment.

a. The Finance and Accounting Office will date stamp the receipt date of each SF-1188 received and fax a copy to the Union within one workday of receipt. The revocation will be included in the remittance report sent to the Union.

b. The Union will notify the Finance and Accounting Office in writing within five (5) days when an employee ceases to be a member in good standing. The allotment for such employee will be terminated on the first full pay period after receipt of the notice.

c. Allotments will be automatically terminated at the start of the first full pay period when any of the following occur:

(1) Loss of exclusive recognition by the Union.

(2) Transfer of the employee outside of the Union's recognized bargaining unit. In the case of a temporary promotion outside of the bargaining unit, the dues allotment will be suspended during the period of temporary promotion and automatically resume upon the expiration of the temporary promotion.

(3) Separation of the employee for any reason, including death or retirement.

(4) Receipt by the Finance and Accounting Office giving notice that the employee has been expelled or has ceased to be a member in good standing of the Union.

(5) This Agreement is suspended by an appropriate authority outside DOD.

SECTION 6. The Finance and Accounting Office will electronically transfer dues withheld biweekly to credit the account of the American Federation of Government Employees, Local 2142. The Union will be furnished a copy of the Employee Organization Dues Report, which shall be mailed to the Union at Post Office Box 181268, Corpus Christi, Texas, 78480-1268. The report will contain the following information:

- a. Identification of the employee organization,
- b. Payroll period,
- c. Employer's name or number,
- d. Names of the employees by social security number.

e. Names of eligible employees from whom no deductions have been made, with a notation of the reason, i.e., LWOP, revocation of allotment, separation, transfer, etc.

ARTICLE 37
DURATION OF CONTRACT

SECTION 1. This Agreement shall remain in full force and effect for three (3) years from the date approved by higher headquarters. Thereafter, the agreement will remain in effect from year to year, unless written notice is given by either party in not more than ninety (90) days nor less than sixty (60) days prior to the end of the contract year of its desire to terminate this Agreement in its entirety, or of its desire to negotiate changes herein by amendment. This Agreement shall terminate automatically on such date as it is determined that the Union is no longer entitled to exclusive recognition in accordance with Public Law 95-454.

SECTION 2. A notice of desire to negotiate the Agreement as provided above will be forwarded to the Civilian Personnel Advisory Center. Within 15 calendar days after receipt of notice the parties will meet to negotiate the ground rules and 15 working days following signature of the ground rules, the parties will exchange proposals. One work-week following the exchange of proposals, negotiations will commence unless otherwise provided in the ground rules.

SECTION 3. All provisions of this Agreement shall become effective on the date of approval by higher headquarters, provided it is mutually agreed that a period of thirty (30) calendar days from date of receipt by the Employer will be recognized as necessary to permit implementation by both parties. During the thirty (30) day implementation period, any action by either party, which is considered contrary to the provisions of the Agreement will be discussed in a mutual review of the case, to effect a satisfactory settlement of the matter.

SECTION 4. Termination of this Agreement shall not in itself modify or terminate the exclusive recognition of the Union.

ARTICLE 38 GENERAL PROVISIONS

SECTION 1. The words “he”, “him”, or “his” when used in this agreement represent both the masculine and feminine genders.

SECTION 2. The term “seniority”, as used in this Agreement, means total length of Federal Service by service computation date (SCD).

SECTION 3. The definition of “Emergency” as used in the Agreement, is defined as an unforeseen circumstance that requires immediate attention.

SECTION 4. The definition of “Anniversary Date” as used in Article 36, Section 5, is the date an employee signs and dates the SF-1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.

SECTION 5. Provisions in this Agreement which refer to duties or responsibilities of specific supervisors, managers or organizational elements are only intended to provide a guide as to how a situation may be handled. The Employer retains the discretion to determine which personnel and organizational elements will perform the work.

SECTION 6. The Union and the Employer will make every effort to assure that the provisions of this Agreement are followed.

SECTION 7. In an effort to promote the ongoing Labor Management relationship, the Employer will extend invitations to the Union, as appropriate, for participation in activities such as award ceremonies and other protocol activities of the depot.

SECTION 8. The Employer agrees to notify the Union in advance of any general personnel program reviews to be conducted in the bargaining unit by the Office of Personnel Management or higher headquarters within the Department of Defense.

SECTION 9. The Employer and the Union mutually agree to cooperate to the fullest extent to encourage employees to participate in those charities, savings bonds, and similar drives which the Federal Government endorses. However, in no instance shall the Employer or the Union exercise pressure on any employee to contribute to a charity or to invest his money in a Savings Bond Program. Non-contributors will not be published for dissemination to the general public.

SECTION 10. The CPAC may provide on a limited basis general pre-retirement and/or individual retirement counseling to employees who are experiencing difficulty using the Interactive Voice Response System (IVRS) or the Army Benefits Center-Civilian (ABC-C) to assist employees with the completion of their retirement package. It is understood that the ABC Center at the Southwest Civilian Personnel Operations Center is responsible for retirement processing and assistance.

SECTION 11. Governing laws, rules, and regulations will apply in placing severely handicapped employees to ensure accessibility and proper facilities. Access for handicapped employees in future construction projects will be in accordance with above cited guidelines.

SECTION 12. When an employee identifies work performance, attendance or conduct matters that require personal assistance, the employee will be offered the services of the Wellness Center.

SECTION 13. The Employer shall make an effort to protect employees against thefts of personal property at the work place.

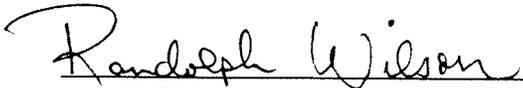
SECTION 14. The Employer will print and distribute the negotiated agreement to the bargaining unit employees and provide 200 copies to the Union. Additional copies will be furnished to the Union upon request. A master copy of the agreement will be provided to the Union.

EFFECTIVE DATE OF AGREEMENT

IN WITNESS HEREOF, the parties herto by their authorized representatives have entered into this agreement to be effective upon approval:

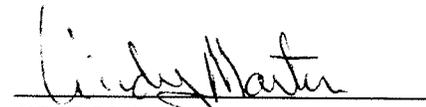
AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES (AFL-CIO) LOCAL 2142

CORPUS CHRISTI ARMY DEPOT


RANDOLPH WILSON
Member

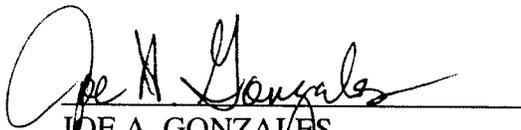

MAGGIE M. GARZA
Member


CHRISTOPHER J. SOTO
Member


CINDY A. MARTIN
Member


JULIAN R. COSTALES
Member


THOMAS ARANGUA
TMDE Member


JOE A. GONZALES
President and Chief Negotiator


TIMOTHY A. SASSEN RATH
Colonel, Aviation
Commanding and Chief Negotiator

DATE: 12 December 2006

The effective date of this agreement is 19 JANUARY 2007.