

AGREEMENT BETWEEN

US ARMY AIR DEFENSE CENTER
AND FORT BLISS

US ARMY INFORMATION SYSTEMS COMMAND-FORT BLISS

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

LOCAL R14-22

CPO

TABLE OF CONTENTS

Article	Title
Preamble	
1	Purpose of Agreement
2	Recognition and Unit Designation
3	Provisions of Laws and Regulations
4	Matters Appropriate for Consultations/Negotiations
5	Rights of Management
6	Rights of Employee
7	Rights of the Union
8	Union Representative
9	Facilities
10	Basic Work Week
11	Compressed Work Week
12	Overtime
13	Leave of Absence
14	Annual Leave
15	Sick Leave
16	Civic Responsibilities
17	Promotions and Placement
18	Placement, Rehiring and Promotion of Employees Affected by Reduction-In-Force
19	Disciplinary and Adverse Actions
20	Grievance Procedure
21	Arbitration
22	Job Descriptions and Ratings
23	Temporary Assignment to a Position
24	Safety and Industrial Hygiene
25	Adverse Weather Conditions
26	Training and Development
27	Dues Withholding Privileges
28	General
29	Publication of the Agreement
30	Duration of Agreement
31	Sexual Harassment
32	Whistle Blower Protection
33	Civilian Employee Liability
34	Adjustment of Work Schedules for Religious Observance
35	Orientation of New Employees
Appendix A	
Appendix B	

PREAMBLE

In accordance with the provisions of the Civil Service Reform Act of 1978 (hereinafter CSRA), the following agreement is entered into between the United States Army Air Defense Center and Fort Bliss (USAADACENFB), US Army Information Systems Command and - Fort Bliss, hereinafter referred to as the Employer, and National Association of Government Employees, Local R14-22, hereinafter referred to as the Union.

ARTICLE 1

Purpose of the Agreement

Section 1. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal service and the well-being of employees within the meaning of the CSRA, to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting other conditions of employment, and to provide amicable means of discussion and adjustment of matters of mutual interest.

Section 2. The Union, agrees to support the Employer in his efforts to eliminate waste, combat absenteeism, conserve materials, energy, and supplies; insure timely completion of work; improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will between the Employer, the Union, employees and the local community.

Section 3. The Employer agrees the supervisor at all levels are expected to provide positive leadership and an example to the employees serving under their supervision and to instill in their subordinates a sense of belonging and responsibility. Supervisors are further expected to treat all employees in a fair and equitable manner and to conduct their operations in a manner which will show proper regard for the dignity of their subordinates.

Section 4. Both parties shall encourage their representatives to deal fairly and openly with each other in an effort to ensure that ethical practices are employed and actively seek to avoid disruptions of the activity.

ARTICLE 2

Recognition and Unit Designation

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 2 of this article.

Section 2. The recognized unit to which this agreement applies:

INCLUDES: All full time, permanent, non-supervisory, appropriated fund, Wage Grade employees, WD employees, temporary cooks and cook helpers stationed at Fort Bliss, Texas, for whom the Commanding General, United States Army Air Defense Center and Fort Bliss, the U.S. Army Information Systems - Fort Bliss have been delegated appointing authority.

EXCLUDES: All management officials, supervisors, professional employees, guards, non-appropriated fund employees, general schedule (GS) employees, employees engaged in Federal personnel work in other than purely clerical capacity, and all employees assigned to tenant activities for which the Commanding General, United States Army Air Defense Artillery Center and Fort Bliss, does not have delegated appointing authority with the exception of the US Army Information Systems Command, Fort Bliss, Texas.

ARTICLE 3

Provisions of Law and Regulations

Section 1. The Employer and the Union agree that:

a. In the administration of all matters covered by this agreement, officials and employees are governed by:

- (1) existing or future laws;
- (2) existing government-wide rules or regulations; (including policies set forth in the Federal Personnel Manual);
- (3) DOD/DA rules or regulations in existence at time of this Agreement, (such as the Standards of Conduct) unless a determination has been made that a compelling need does not exist for such a rule or regulation;
- (4) subsequently published rules or regulations which do not conflict with the terms of this agreement.

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

Section 2. This agreement does not alter the responsibility of either party to conscientiously seek mutually satisfactory solutions to matters not covered by this agreement.

ARTICLE 4

Matters Appropriate for Negotiations

Section 1. Matters appropriate for negotiations in accordance with CSRA are personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions; existing agency rules or regulations where compelling need does not exist.

Section 2. The Union will have ten (10) calendar days from the announcement of a proposed personnel policy/practice initiative or change in an existing personnel policy/practice within which to submit a request to negotiate such initiative or change. The Union will be deemed to have assented to such initiative or change if it has failed to submit such request within the ten days.

Section 3. A request to negotiate under this Article will be in writing and state the nature of the request.

a. Where immediate implementation of the change is required to carry out the requirements of the Employer, temporary instructions will be issued and impact and implementation (I&I) bargaining will ensue within two workdays.

b. On other issues, the Union will be advised in writing seven workdays prior to implementation.

c. Standard groundrules agreed upon by the parties will be used whenever a request to negotiate is invoked under this section.

(1) The Union is entitled to the same number of representatives (at least two) on the negotiations team as on the management team,

(2) The parties will meet at least twice a week for two hours each time, unless shortened or extended by mutual agreement.

d. The Union will be entitled to a reasonable amount of preparation time.

Section 4. Should a dispute between the parties occur over the negotiability of a matter, either party may request a determination be made by the appropriate higher authority.

ARTICLE 5

Rights of Management

a. Management officials of the agency retain the right:

- (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, lay-off 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:
 - (1) among properly ranked and certified candidates for promotions; or
 - (2) any other appropriate source; and
 - (d) to take whatever actions may be necessary to carry out the agency mission during emergencies.
 - (e) nothing in this Article shall preclude the Employer and Union from negotiating - 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;

ARTICLE 6

Rights of Employees

Section 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such right includes the right:

- (1) to act for a labor organization in the capacity of a representative and the right, in that capacity to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 2. Nothing in the agreement precludes an employee of the exclusive unit, regardless of union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established

agency policy, or from being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal provisions negotiated by this agreement.

Section 3. An employee will be allowed a reasonable amount of time, if he/she so desires, to confer with a Union representative, normally the shop steward or head steward assigned to his organizational element, for the purpose of obtaining assistance in connection with his/her grievance, appeal, or complaint during duty hours. An employee desiring to confer with the Union representative will request permission from his/her immediate supervisor prior to meeting with the Union representative.

Section 4. An employee has the right to Union representation at any examination of an employee in connection with an investigation if (a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (b) the employee requests representation.

Section 5. An employee, or a representative of the Union who has been authorized in writing by the employee, may review the contents of his/her Official Personnel Folder. Section 6. An employee may request a copy of any material placed in his/her Official Personnel Folder to which he/she is entitled under the Federal Personnel Manual or DoD Security regulations. Such material will be provided unless such provision contravenes applicable law or regulation.

ARTICLE 7

Rights of the Union

Section 1. The Union agrees to accept employees of the unit as members without discrimination on the basis of race, color, creed, sex, national origin, or age.

Section 2. The Union is entitled to act for and to negotiate agreements covering all eligible employees in the unit, and is responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

Section 3. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit.

Section 4. An employee may handle his own grievance. However, the Union shall be given the opportunity to be represented at discussions between management and employees or employee representatives concerning the formal grievances, and at the appropriate time to make the view of the organization known. The right of employee representatives to be present during discussions of grievances shall be subject to

necessary requirements as to security and confidentiality of information. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory officials, when the employee does not desire the presence of the employee organization representative. However, if such discussions involve decisions on personnel policies or other matters which management is obligated to discuss or negotiate with an employee organization designated as exclusive representative, such decisions will not be made by management until this obligation is discharged, and such decision will not conflict with existing agreements with the Union.

Section 5. The Union has the right to present its view to the Employer on matters of concern, orally or in writing, and to have such views considered in the formulation, development, and implementation of civilian personnel policies and practices which are at the discretion of the Employer. Any matters of concern not mutually resolved after oral consultation may be submitted in writing to the Employer.

Section 6. The Employer shall provide the Union with two (2) copies of new or revised USAADACENFB Civilian Personnel Regulations.

ARTICLE 8

Union Representation

Section 1. The Employer agrees to recognize the elected officers and duly designated stewards of the Union, who shall keep management advised in writing of the names of its officers and stewards. Unless so designated by the Union in writing to the MER Branch, CPO, no employee may be recognized as a Union steward or officer.

Section 2. Meetings with the Union normally will be conducted during regular working hours with reasonable time being granted Union representatives without charge to leave, in connection with officially requested or approved meetings with management officials.

Section 3. The Employer agrees to recognize the right of the Union to designate and distribute shop stewards with due consideration for area, organization and mission. Stewards shall be employees of the unit. Once a duly designated steward undertakes an action with management, he/she will continue said action throughout its entirety. It is agreed that no more than one steward per functional area will be recognized.

Section 4. The Union will provide the Employer in writing with the names of shop stewards and location(s). The names of shop stewards will be posted on appropriate bulletin boards by the Union. The Union will notify the Employer in writing of any change in the roster of stewards.

Section 5.a. Union stewards and officers will be authorized a reasonable amount of official time during duty hours without loss of pay or benefits to engage in representational activities permitted under the terms of CSRA and this agreement. The

Employer agrees that there will be no restraint, interference, coercion or discrimination against stewards or officers because of the performance of these duties. The Union will guard against the use of excessive time for these activities. If a steward's use of regular working hours for consultation with employees or the Employer interferes with the proper performance of his official duties as an employee, this matter will be objectively discussed with him and other officers of the Union in order to find a satisfactory solution.

b. In order to account for the total hours and usages spent by Union representatives on approved Union activities the following procedures will be followed: The Official Time Report (OTR) (Appendix B) will be completed by the Union representative and turned in to his/her immediate supervisor. The OTR will reflect the amount of time used on approved Union activities and the specified activity undertaken, and supervisory persons, if contacted. Union representatives will be expected to complete the OTR when they return to duty and are checking back with the immediate supervisor. The cases involving extended representational activities and/or consecutive meetings, Union representatives will turn in the OTR no later than the end of each working day; unless such activities go beyond, in which case the OTR will be turned in at the beginning of the following work day. The OTR may be modified upon mutual consent of the parties without reopening this agreement. All representational matters will normally be handled by the assigned shop steward.

Section 6.a. Union officials may be excused without charge to leave in conjunction with attendance at a training session sponsored by the Union, provided the subject matter of such training is of mutual concern and benefit to the Employer and the Union official. Such excused absence will cover only such portions of a training session meeting the above criteria and will normally not exceed eight (8) hours for an individual, per year.

b. When requesting approval for such excused absence, the Union will submit in writing to the Employer all of the relevant information concerning the training. This should include the duration of the session, location, total number of Union officials involved, and a copy of the agenda. This request will be submitted as far in advance as possible by the Union.

c. The Employer will either approve or disapprove such requests in writing.

Section 7. Union representatives, shall request permission in advance from their immediate supervisor to leave their work sites for the purpose of conducting labor-management relations business. This permission will be requested, if possible, when the representative becomes aware of the requirement. Before requesting permission to leave the work site, the steward or officer will verify that the person he/she wants to see is available and that person's supervisor has agreed that the work load permits the visit at the time requested. In the event that the immediate supervisor is not available, permission will be requested of the next higher level supervisor in the management chain. Permission will not be unreasonably denied. The steward or officer will contact the supervisor of the work site being visited and identify the employee he/she wishes to meet with. Union stewards and officers will report to their immediate supervisor, in

person, as soon as they return to their work site. In the event that the immediate supervisor is not available, the returning report will be made to the next higher level supervisor in the management chain.

Section 8. Union officials will not solicit memberships, collect dues, or conduct other internal Union business during the duty hours of employees concerned.

Section 9. Authorized non-employee representatives of the Union will be allowed to visit the installation at reasonable times during normal duty hours on appropriate Union business. These representatives will contact the Civilian Personnel Officer on arrival at the installation prior to visiting with organizations, local Union representatives or other employees.

Section 10. The Employer agrees that the Union has the right to select one employee to serve as a non-voting member on each standing committee; such as Training, Equal Employment Opportunity, Incentive Awards and Safety and any other committees that relate to the general welfare and working conditions of the employees of the Unit. The extent of participation of Union representatives on any committee will be as provided in the specific regulations establishing the committee.

Section 11. The Employer agrees that the Union President, Vice President and Chief Steward will not be transferred from one organization element (that part of a Directorate or Division that appears on official organizational charts approved by Directors/Commanders) work shifts, or tour of duty to another unless such transfer is necessitated by a mission requirement. In the event that mission requirements dictate such a transfer, the activity chief will discuss the transfer with the Union President or Vice President five (5) work days in advance of the notice of transfer except in emergency situations. The intent of this section is to avoid to the maximum extent possible the transfer of the above named Union officials from one organization element, shift, or tour of duty to another, except when such officials are assigned to rotating shifts or work days on a continuing or recurring basis.

Section 12. The original representative in a grievance should stay with the grievance until resolved or dismissed. This should not prevent management or the representative from calling in the Union President or his delegated representative at any step of the grievance.

Section 13. Union/Management meetings will be attended by the minimum number of representatives as determined necessary by each party.

Section 14. Means of telephonic or vehicular radio communication available to management will be used to keep the Union President informed when an attempt is being made to contact him.

Section 15. A bi-monthly meeting between the Union and a member of the Command Group staff will be held during duty hours for the purpose of reviewing mutual concerns

as it relates to the workforce and the mission of the Agency. No more than two representatives will be present for each side and the meeting will not be used to circumvent the grievance procedure nor will it concern individual grievances. Each party will provide a specific written agenda five workdays before the meeting date.

Section 16. The Union shall assertively take action to prevent or stop illegal strikes, work stoppages, slowdowns or pickets.

ARTICLE 9

Facilities

Section 1. The Employer agrees to furnish space (approximately 2 ft. by 3 ft.) on bulletin boards located in the unit for posting of notices of activities and literature. The employer does not vouch for the accuracy or authenticity of the Union information nor does appearance of the material of on the bulletin board or distribution constitute endorsement of the contents by management. The union agrees to maintain its designated bulletin board space in a neat and orderly fashion. The Union is fully and solely responsible for its posted and distributed material in terms of accuracy and adherence to ethical standards. This includes full responsibility for any statements made against an individual or organization to the extent that the Union may have to substantiate the statements or otherwise answer for its charges through the courts or other legal proceedings. If in the opinion of the Employer, posting and distribution privileges are abused by the Union, the Employer after due discussions with the Union reserves the right to withdraw these privileges for such period of time as deemed appropriate.

Section 2. The Union may submit to the Publisher informational material for inclusion in the installation newspaper. Inclusion of such material will be subject to review for propriety, availability of space and newsworthiness as determined by the Employer.

Section 3.a. The Employer agrees to provide the Union office space at the activity. The space will be suitable to conduct Union business as stated in the CSRA. The union agrees to install and provide for their own commercial telephone service. The employer will install and provide the Union with an on base telephone. The Union telephone numbers will be printed in the Fort Bliss directory.

- b. The Union agrees to sign a standard government lease as modified. See Appendix A.
- c. The cost of utilities (Electricity, water, and gas) and rent shall be borne by the Employer. The employer will provide fire protection.
- d. The Union will abide by all safety and security requirements.

ARTICLE 10

Basic Work Week

Section 1. Normal work week as defined in the Department of the Army Civilian Personnel Regulations: the basic work week will consist of five consecutive eight-hour days, Monday through Friday, exclusive of the prescribed lunch period each day, except for the employees who are assigned other basic work weeks deemed necessary by the Employer to carry out the mission of Fort Bliss. A period of seven consecutive days, beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday constitutes the administrative work week.

Section 2. Lunch period, normally after four hours of work, during which the employee is entirely free of duty in connection with his job, will not be considered duty time and must be scheduled outside the hours established for the daily tour of duty. Lunch periods not to exceed 60 minute duration will be established and may be staggered at the discretion of the Employer. Where three eight-hour tours of duty are in operation and management establishes a lunch period of 20 minutes or less that is to be spent by employees in close proximity to the work station, the entire 8 hour period (inclusive of the tour) is payable as compensation.

Section 3. The designated non-work lunch period will be strictly observed. Travel to and from a designated eating area or to and from an eating establishment, on or off post, will be considered part of the non-work lunch period and will not be performed during duty time. In those cases where an employee's work assignment requires him/her to be in a remote area during the lunch period, the Employer will provide reasonable means for the employee to obtain an adequate lunch.

Section 4. Short rest periods will be granted during the daily tour of duty in accordance with applicable regulations. Each employee will be informed of the following conditions under which rest periods may be granted:

- a. Rest periods may not be continuations of lunch periods except under unusual circumstances.
- b. Two rest periods not to exceed 15 minutes will be authorized for each eight hour tour of duty. The first rest period will be approximately two hours after the beginning of the tour of duty and the second rest period will be approximately two hours after the lunch period. Rest periods may be staggered at the discretion of the Employer.
- c. The rest periods granted under the provisions of this paragraph will be considered as duty time. Other rest periods will be charged to appropriate type of leave.
- d. Supervisors will insure that no employee abuses the rest period privilege. In the event of continued abuse, after a written warning notice, appropriate management action against the individual will be taken.

Section 5. In establishing unusual tours of duty the following requirements will be observed by the Employer:

a. Non-work days should be staggered when it is necessary to provide six or seven days' coverage for a particular unit. In accomplishing this, all employees, including those on rotating tours of duty, will be given equal treatment with respect to Saturdays and

Sundays off duty. Employees will not be denied consecutive days off unless absolutely necessary as determined by the Employer to fulfill mission requirements.

b. The necessity for an irregular tour should be explained to the employees affected, and, if possible, the employees' views should be obtained as the exact tours to be established.

c. Special consideration will be given to employees who desire their tours of duty changed.

Section 6. Tours of duty will cover a minimum of forty hours per administrative work week for all full time employees. Normally, the basic work week will be scheduled over five consecutive days.

Section 7.a. When it is known in advance of an administrative work week that the specific days and/or hours of a day for employee(s) will differ from those in the current administrative work week, employees' schedules will be changed to correspond with those specific days and/or hours. Employees will be informed of the change before the end of the current administrative work week.

b. If it is determined that a supervisor should have scheduled a period of work as part of an employee's regularly scheduled administrative work week and failed to do so in accordance with the procedures outlined above, an employee may file a grievance.

Section 8. Legal National Holidays will be observed as provided by law and pay for services rendered will be consistent with the existing laws and regulations.

Section 9. When the nature of the work dictated, employees will be given a five minute clean-up time before lunch and 10 minutes before quitting time.

Section 10. When job requirements necessitate more than one tour of duty on 24 hours coverage, the assignment of personnel to work the second, third, or split tour of duty will be made by the Employer consistent with mission assignment. Personnel volunteering for assignment will be given preference. Assignment of non-volunteer employees will be on a rotating basis for a duration of up to three months.

Section 11.a. Any TDY schedule which is directly under the specific control of Fort Bliss shall normally be scheduled to provide for the employee to travel during the normal

work week. When it is essential to require an employee to travel during non-duty hours, the Employer shall record his reasons for ordering travel at those hours and shall, upon request, furnish a copy of the statement to the employee concerned. Such employees will be appropriately compensated for such travel in accordance with applicable law and regulation.

b. The Employer agrees that when an employee is assigned to TDY in CONUS, he may if the best interest of the Army may be served, be given the opportunity to take his own vehicle and be paid at common carrier rates. Use of private vehicles will be the Employer's decision and contingent upon the situation, time and the availability of Government or commercial transportation and drivers.

Section 12. Drivers of Government vehicles will not be required to check vehicles before start of regular work hours or after end of regular work hours unless they are being compensated for such services. Such checks will normally be accomplished during normal duty hours, unless employees are being compensated premium pay. If need arises for overtime, the supervisor will process the request for overtime in accordance with installation regulations.

ARTICLE 11

Compressed Work Week

Section 1. Management and the Union agree to initiate a Compressed Work Week (CWW) for bargaining unit employees.

Section 2. The CWW will consist of four (4) days, ten (10) hours per day.

Section 3. The CWW will have an initial six (6) months trial period.

Section 4. Management and the Union will meet as needed to review the CWW to evaluate and insure that the program is not having an adverse impact on the mission of the Agency.

Section 5. It is understood that some employees because of their job responsibilities will not participate in the CWW.

Section 6. Management will make the determination as to whether or not the CWW is satisfactory.

Section 7. Management reserves the right to discontinue the CWW, if the CWW proves not to be in the best interests of the Employer. Section 8. Management will keep the Union informed of the progress of the CWW, and will take the views of the Union under consideration.

ARTICLE 12

Overtime

Section 1. Employees will be compensated for overtime work in accordance with applicable law and regulations.

Section 2. Overtime will be held to an absolute minimum consistent with requirements of the Employer.

Section 3. Overtime work assignments will be distributed by the Employer fairly and equitably on a rotational basis among qualified employees assigned to the work unit where the overtime is required, consistent with workload requirements. The Employer will give consideration to the immediate availability of the employee contacted, and the urgency of the mission requirements. Preference will be given to those employees who are currently assigned to the job. If no currently assigned employees are available, the Employer will give consideration to other employees best qualified to do the job. Whenever the mission of any section is performed by personnel possessing special skills, emphasis will be placed upon qualifications.

Section 4. Overtime assignments, whenever possible, will be assigned on a rotating basis from an overtime work assignment roster(s). A separate accounting will be made for scheduled overtime and for unscheduled overtime (emergency or call-back). The roster(s) be used for all overtime assignments. After each employee is reached on the overtime work assignments roster(s), his/her name will be placed on the bottom of the roster(s), and he/she will not, except in emergencies, be contacted again for overtime work until all of the other employees on the roster(s) have been reached. The roster(s) will be used for all overtime assignments except as provided by Section 3 of this Article.

Section 5. The overtime roster(s) will be kept by the supervisor, and be made available to the appropriate Union steward or Union official.

Section 6. Employees and shop stewards will be given as much advance notice as possible of overtime assignments. The employer agrees to give due consideration to the employee's personal circumstances subject to the paramount requirement of fulfilling the mission of the Employer. It is agreed that the assignment of overtime work is the prerogative of the Employer.

Section 7.a. Employees on sick leave will not be contacted to determine their status for overtime work.

b. However, when overtime work is scheduled for the employees' non-work day or a holiday, those employees who are present at their duty station on the previous day will be given preference for overtime work.

c. It is agreed that for scheduled overtime, the Employer will give employees who serve as union officials equal treatment with other employees to work the scheduled overtime.

d. With respect to unscheduled, i.e., emergency overtime, the Employer may select only from those employees immediately available depending upon the exigency of the overtime requirements.

Section 8. An employee may decline a scheduled overtime assignment, provided the Employer has a qualified employee to take the employee's place. Such declination will count for purposes of maintaining the overtime roster as if the employee had worked the number of hours offered. Such declination will be made a matter of record. However, if the Employer is unable to find a qualified replacement, the employee will be required to work overtime. The employee will be afforded an opportunity to notify his family.

Section 9.a. Irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him, or for which he is required to return to his place of employment, is considered at least two hours in duration for the purpose of overtime pay, whether or not work is performed. The employee may be allowed to leave if all existing emergency jobs are completed in less than 2 hours.

b. All employees engaged in unscheduled overtime work are subject to the same rules and regulations governing their regular duty assignments.

Section 10. No Wage Grade employee may be required to work Compensatory Time in lieu of overtime pay.

Section 11. Where employees are not informed of overtime assignments prior to the start of the regular tour of duty, and are expected to work four hours or more beyond the end of the regular tour of duty, an opportunity to obtain food and a scheduled 30 minute lunch period without compensation to consume it at the worksite, will be provided as determined by the Employer. If the nature of the work is such that it cannot be stopped or interrupted, the Employer will allow the food consumption to be on a work status basis. The scheduled lunch period shall be freed from all duty obligations except for immediate and compelling emergency situations which arise during the scheduled lunch period, whereas employees shall be in a work status immediately upon resuming work. In the event the employees cannot obtain food within the 30 minute lunch period, the employees will be authorized a non-duty non-paid one hour lunch period.

Section 12. No employee will start work before the regular starting time or work after their regular quitting time unless he is being compensated by overtime pay.

Section 13.a. When the nature of operations dictate that it may become necessary to call back employees for the purpose of dealing with emergencies or administrative requirements outside normal work hours, employees may be designated to be available subject to the following conditions:

- (1) There should be a definite possibility that the services of the designated employees may be required.
- (2) On-call duties will be brought to the attention of all affected employees.
- (3) If more than one employee can be used for on-call, designation should be on a rotating basis.

b. Designation of employees to be available for call or to wear a radio pocket pager or beeper will not be a basis for additional compensation. If an employee is actually called back to duty, an employee is minimally entitled to two hours of overtime compensation. Where a return to the worksite is not required and services are provided by telephone, overtime pay will be paid for time spent performing the service in increments of 15 minutes.

ARTICLE 13

Leave of Absence

Section 1. Whenever, in the judgement of the Employer, a leave of absence is justified and warranted and workload or other consideration permits, an employee will be granted Leave Without Pay in accordance with applicable laws and regulations. Normally, a period of leave without pay shall not exceed one year for each employee. In cases of denial, the employee will be notified in writing of such denial and the reasons therefore, provided the employee's request for leave is in writing and states the reason(s) therefore.

Section 2. Employee representatives elected or appointed to a Union office or as a delegate to any Union activity may apply for periods of leave, as necessary, to accept temporary Union positions or attend Union activities; such requests will be submitted as far in advance as possible. It is understood that approval or disapproval of such requests will be in accordance with applicable regulations and workload requirements.

Section 3. Employees returning to duty from approved leaves of absence will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with applicable statutes and regulations.

Section 4. Employees in an approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employee Health Benefits Program to which they may be entitled in accordance with applicable statutes and regulations.

ARTICLE 14

Annual Leave

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations. An employee's request for annual leave shall be granted consistent with workload or mission requirements. If an employee's oral or written request is denied, the reason for denial will be provided to the employee in kind. Normally, annual leave shall be scheduled in advance.

Section 2. The Employer agrees, whenever possible, dependent on workload and other pertinent considerations, to allow employees to schedule a two week vacation between the first full week of June and the first week of September. In unusual cases, up to three weeks may be considered at any time during the year. In the event of a conflict of two or more employees over a vacation date, the employee having the most seniority in the branch will be granted the leave.

Section 3. Each employee who has excess annual leave indicated on his or her Leave and Earning Statement will notify his or her supervisor prior to 1 October so that excess annual leave can be scheduled. Every effort will be made by employees to provide notification of projected leave in excess of 24 leave hours prior to 1 March of each year.

Section 4. No employee shall be called back from leave unless an emergency designated by the Employer arises and no other employee of the unit is available to perform the required duties.

Section 5. The Employer will not cancel annual leave 24 hours or less in advance of the scheduled annual leave unless an emergency situation requires such action; a written statement to that effect will be given to the employee, if requested by the employee.

Section 6. All annual leave request except for emergencies will be submitted to the supervisor at least one (1) work day in advance of the proposed leave. Such leave requests will be submitted by the employee on SF 71, Application for Leave. Supervisors will notify the employee if the leave request can be approved as soon as practicable after receipt of the leave request. The time the request for leave is received by the supervisor will determine priority in the event of conflict between leave requests by other employees.

Section 7. A request for emergency annual leave by an employee will be submitted by the employee either in person or by telephone directly to his/her immediate supervisor as soon as possible but not later than two hours after the start of the employee's tour of duty on the first duty day of the absence.

a. If the first-line supervisor is not available, the second-line supervisor will be contacted for approval/disapproval of request. If neither of these two supervisors are available, the employee must call back before the end of his/her tour of duty.

b. The employee will state the nature of the emergency and the expected duration of his/her absence. Should the emergency absence exceed the estimated time, the employee must again contact his/her supervisor to request an extension of leave, (unless the emergency is of such nature that such notice is impracticable). Employees may be required by the supervisor to furnish proof of the emergency. Failure of employees to follow these procedures and to secure approval for the absence from the supervisor can result in nonpayment for the absence and a charge of absence without leave to include consideration of appropriate disciplinary action.

Section 8. Definition of Emergency Leave: An emergency is defined as a circumstance or combination of circumstances which:

- a. Is beyond the control of the employee; and
- b. requires immediate action by the employee in order to protect human life or safety, or the security of property belonging to the employee or members of his immediate family; or
- c. makes it impossible for the employee to arrive at work at the scheduled time.

Section 9. Since most holidays are now observed on Monday or Friday, annual leave immediately preceding or following a holiday will be distributed evenly between all employees desiring leave. Employees taking leave during one holiday period will not be considered for other holiday periods until all employees have had an opportunity to participate in such periods.

ARTICLE 15

Sick Leave

Section 1. Sick leave, if due and accrued, shall be granted to employees when they are incapacitated for the performance of their duties. An employee not reporting for work because of incapacitation for duty will contact his/her supervisor by telephone (normally not later than two hours after start of tour of duty), or other means available on the first day of the absence. When reporting, the Employer shall be furnished the employee's name and reason for absence and estimated duration of absence. If the employee determines that he will be absent beyond the original estimated time, he will report this fact to the Employer, indicating the reasons for such absence and the anticipated length of the continuing absence. Such notification shall not, in itself, be justification for approval or disapproval of sick leave, contingent on provisions set forth in Section 3.

Section 2. Scheduled sick leave, as necessary, shall be granted to the extent due and accrued for medical, dental or optical examination or treatment. Sick leave for these purposes will be applied for in advance, with minimum amounts of leave requested.

Section 3. Except as hereinafter provided, employees shall not normally be required to furnish a doctor's certificate to substantiate requests for sick leave unless such leave exceeds three work days' continuous duration. In no event shall the employee be required to elaborate in the remarks column of Standard Form 71, when the attending physician has made entries in relation to the illness in the remarks column under the sick leave section.

Section 4. It is further agreed that the Employer will review at least semiannually, and upon request of the employee, quarterly, the official sick leave record of each employee who has been required to furnish a doctor's certificate for each absence due to sickness. Where such review reveals no reasonable evidence, normally the DA quarterly average, that the employee has abused sick leave privileges during that review period, the employee will be notified in writing that a doctor's certificate will no longer be required for each absence which is claimed as due to illness for a period of three work days or less.

Section 5. In the event an employee is absent in excess of three work days because of incapacitation for duty and does not obtain professional medical attention, sick leave for the period, if due and accrued, may be granted upon submission of acceptable administrative evidence other than a doctor's certificate; i.e., signed statement from the supervisor certifying physical evidence of incapacitation (broken leg, broken arm, etc.,) or current medical evidence.

Section 6. Employees sent home sick by the supervisor or the medical officer shall not be required to furnish a doctor's certificate to substantiate such absence unless the absence exceeds three consecutive work days subsequent to the initial absence. In cases where an employee is required to submit a doctor's certificate for each absence which is claimed due to illness in accordance with Section 3, above, such certificate will be furnished for periods of absence subsequent to the day he/she was sent home.

Section 7. Employees who are incapacitated for duty because of serious illness or disability and who are supported by a doctor's certificate may request advance sick leave not to exceed 30 days provided:

- a. The employee is serving under a Career or Career-Conditional appointment.
- b. The employee's separation from the service is not being contemplated by management or the employee.
- c. There is reasonable evidence, substantiated by a doctor's certificate, that the employee will be capable of returning to work and fulfilling the full scope of his duties.
- d. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advance of sick leave.

e. The employee has used all annual leave, except that which he is legally entitled to carry over from the preceding year, plus 80 hours which have been or will be accrued during the current year.

Section 8. When an employee is required to give care and attendance to a member of his immediate family who is affected with a contagious disease or has been exposed to a contagious disease which could jeopardize the health of his fellow employees, sick leave will be granted. An employee must furnish acceptable evidence that the patient was subjected to quarantine, isolation, or restriction of movement, by the health authorities having jurisdiction.

Section 9. The Employer will attempt to place on light duty status, if available and practical to do so, any employee with a doctor's certificate stating that the employee temporarily cannot perform the duties as stated in his/her official job description.

Section 10. When an employee is injured on the job, he will be furnished a copy of the CA-1, Accident and Injury Report. This will enable the employee to keep a record of the injury for possible future uses as necessary.

Section 11. Employees injured on the job will be initially referred to the local medical treatment facility (MTF) for evaluation.

ARTICLE 16

Civic Responsibilities

Section 1. The Employer considers it the civic responsibility of all its permanent and TAPER employees to respond to calls for jury and other court services. The Employer will request that its employees be excused from jury duty only in those instances where their services are required to meet essential work schedules and where public interests are better served by the employees remaining on duty.

Section 2. Absence for the purpose of attending court as a witness on behalf of the United States, or for jury duty, is not chargeable to annual leave. When called to perform these civic duties, the employee will promptly notify the Employer and submit a true copy of the official summons for jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, the employee will present the Employer with written evidence of the time served and the amount received in payment for such duties.

Section 3. If an employee is excused or released by the court for any day or a substantial portion of a day, he is expected to return to duty, provided the return would not cause the employee hardship because of the distance from residence, duty station and the court. Local rules will be established depending upon the circumstance of each case. When only an hour or two remains in the daily tour of duty, the employee should

not be expected to return to duty. Failure to return to duty when directed may result in a charge to annual leave, leave without pay or absence without leave.

Section 4. It is the Federal policy to excuse employees for a reasonable time, when practicable to do so without seriously interfering with operations, to vote or register in any elections or in referendums on a specific matter in their community. Generally, an employee is excused from duty so as to permit him to report for work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off. Under unusual circumstances, an employee can be excused up to a full day.

Section 5. The Employer and the Union recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage employees as individual citizens and members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens.

Section 6. All employees when approved by management, who volunteer as blood donors, without compensation, to the American Red Cross, to military hospitals, or other non-profit institutions, or respond to emergency calls for needy individuals will be excused from work without charge to leave. In addition to the time required to travel to and from the blood center and to give blood, donors will be authorized four hours of excused absence on the day the blood is donated for recuperation purposes.

ARTICLE 17

Promotions and Placements

Section 1.a. Promotion is the action taken when an employee is changed from one Classification Act job to another of higher grade, a Wage Grade job to another higher grade, or a job in a different pay method category which constitutes a higher representative rate.

b. Reassignments and changes to lower grade to positions within the bargaining unit will be effected at the request of the employee and with the concurrence of the gaining activity except if the new position has known promotion potential.

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

Section 3. In order to assure all interested unit employees of consideration for promotion, when competitive promotion procedures are used, the Employer shall

announce vacancies for bid in the absence of priority candidates. Such announcements shall be posted on all official bulletin boards, shall remain open for ten (10) working days, and shall include the opening and closing date. In addition, employees who are on leave or TDY the date the announcement is distributed, and are not scheduled to report for duty during the time the announcement is open, will receive consideration provided they specify in writing, jobs and grades for which they desire consideration. The supervisor will submit the names of employees to the Civilian Personnel Office (CPO) citing the announcement number and position title. When a position in bargaining unit is to be filled using competitive merit promotion procedures, the minimum area of consideration will normally be as follows:

- a. WG-09 and above positions - no smaller than bargaining unit wide.
- b. WG-08 and below positions - no smaller than the Division in which the vacancy exists.

Section 4. Five copies of all unit vacancy announcements will be made available at the R&P Branch, Civilian Personnel Office, for the Union upon request.

Section 5. In determining basic eligibility, as a minimum the following will be adhered to:

- a. Any selective placement factors required, in addition to mandatory OPM standards, must be included in the announcement. Such selective placement factors may be established if they are essential to the performance on the job. There will be no restriction because of sex, except where certain employment conditions permitted by regulation exist.
- b. In the event an examination is used to qualify a candidate, the qualifying requirement will be published in the vacancy announcement.
- c. No candidate may be eliminated from consideration on the basis of additional criteria not specified in the announcement.
- d. Each candidate who files an application will be notified in writing by the Employer of the results of his application prior to the list of eligibles being sent to the supervisor for selection. The notice will include: (1) Whether he received consideration, (2) the group in which he rated or ranked (Section 6, Paragraph a), and (3) if he was referred for selection (Best Qualified).
- e. No employee shall be denied the right to apply for and be considered for, a position which has been announced competitively as long as that employee is within the area of consideration announced and the employee applies for that position within the open period.

Section 6.a. Applicants will be placed in five groups: Ineligible, Not Qualified, Qualified, Highly Qualified, and Best Qualified.

b. Rating and ranking should result in the identification of those employees who are Best Qualified. Best Qualified will be listed in alphabetical order.

c. No supervisor or other employee shall, in any way, attempt to improperly or unfairly influence the panel in the administration of their duties and responsibilities.

d. The employer shall use special care to prevent the factors of favoritism, nepotism, etc., from entering into the selection of employees for promotion.

e. The selecting supervisor will either interview all or none of the available Best Qualified candidates. If he chooses to conduct interviews and a candidate he chose to interview is absent, the selecting supervisor will interview employees on leave if the employee is expected to return to work within 10 work days after receipt by the supervisor of the Best Qualified list.

f. The Employer will promptly advise candidates of the results of their applications. In addition, upon request, each unsuccessful candidate will be furnished the name of the person selected and an indication of what areas could be improved to better the chances for promotion to the specific position advertised.

g. In case interviews are conducted, the Union will have the option of appointing an observer for the interviews of Best Qualified candidates for a vacancy in the unit. The Union will be provided with a copy of each Referral for Selection List (DA Form 2600) issued as a result of a Placement Announcement processed under the Merit Promotion Plan for positions in the unit.

Section 7.a. The President, NAGE, Local R14-22, or his delegated representative, upon the request of an unsuccessful candidate, will be permitted to audit the rating and ranking action taken for the particular promotion. Information regarding promotion records released to the Union will be sanitized in accordance with the Privacy Act (PL 93-579, 31 December 1974) and applicable rulings of the Federal Labor Relations Authority. To facilitate his audit, the Employer agrees to make available the following data:

- (1) A copy of the Vacancy Announcement.
- (2) Experience and education of the applicant to the extent used by the panel.
- (3) The reason why the aggrieved candidate was declared ineligible, unqualified, qualified, or highly qualified.
- (4) The name(s) of individual(s) selected.
- (5) The names of panel members and their grades.

b. Upon request the selecting supervisor will counsel unsuccessful, best qualified applicants who are directly supervised by him for the purpose of defining in what area, if any, the employee should improve himself in order to increase his chances of promotion.

Section 8. Every practical effort will be made to assure that no less than three (3) rating and ranking panel members are appointed. The number of members on such panel should, whenever possible, always be odd to facilitate the breaking of ties.

Section 9. In case of violations of laws, Office of Personnel Management regulations, or agency promotion policies and procedures, the person promoted will be retained in the position until a determination is made as to what corrective action (if appropriate) should be pursued.

Section 10. Normally, the release of an employee will not be delayed more than 30 days.

Section 11. Where it can reasonably be determined in advance that the employee in the unit will be required to perform duties of a higher grade position in the unit for periods of 30 days or more, consideration will be given to a temporary promotion to the higher level position in accordance with the Merit Promotion Program.

ARTICLE 18

Placement, Rehiring and Promotion of Employees Affected by Reduction-in-Force

Section 1. The Employer agrees to inform the Union of impending reductions-in-force within the bargaining unit, and the reasons therefor, as far in advance as practicable. The Employer also agrees to inform the Union of the affected competitive levels, date of action to be taken, and the number of employees affected. The Union agrees to render its assistance in communicating to employees the reasons for the reduction-in-force. The Union agrees to protect privileged information until such time as a public announcement is approved by the Employer.

Section 2. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.

Section 3. Employees identified with a position to be abolished will be offered reassignment to vacancies under active recruitment prior to displacement procedures within the Competitive Level and/or lower retention subgroups within the Competitive Area. Offers of reassignment will be contingent on meeting the established qualification requirements for the vacancy and the employees possessing the specific skills, knowledge, abilities, personal traits and adaptability which are essential to adequate performance of the major duties of the position. All reassignments will be made on the basis of Retention Standing by Group, Subgroup, and Service Date within subgroups in descending order.

Section 4. The Employer agrees that once an employee has received notice of assignment to a vacant position under active recruitment, the Request for Personnel Action (SF-52) will not be cancelled solely for the purposes of not placing the RIF'd employee.

Section 5. Any eligible Career or Career-Conditional employee who is separated because of reduction-in-force will be placed on the reemployment priority list. Such employee will be given priority consideration in temporary and permanent positions for which the employee is qualified in accordance with pertinent regulations.

Section 6. Any eligible career employee who is separated because of a reduction-in-force action will be placed on a Reemployment List (RPL) for two years from date of separation. Any eligible career-conditional employee who is separated because of reduction-in-force action will be placed on a Reemployment List (RPL) for one year from date of separation. Any eligible career or career-conditional employee who is reduced in grade due to a reduction-in-force situation or application of job classification standards, is entitled to special consideration until the employee has reached the grade from which the employee was originally demoted.

Section 7. Employees who decline to move with their function are not entitled to reassignment within the losing activity; however, all practical efforts will be made to reassign them.

Section 8. When employees in the same sub-group are tied with identical service computation dates, selection for retention will be resolved by the following method:

- a. The employee with the most time at Fort Bliss.
- b. The employee with the most time in the occupation and title.
- c. Most time in Department of Army.
- d. Alphabetical order of last name.

Section 9. The Employer will provide the Union with a copy of any retention register the Employer requires for reduction-in-force purposes.

ARTICLE 19

Disciplinary and Adverse Actions

Section 1. Discipline will be imposed for just cause only, and will be administered in a fair and equitable manner in accordance with applicable laws and regulations.

Section 2. When it is determined that the imposition of a disciplinary action is necessary, the affected employee will be promptly notified by management of his right to representation by the Union. If the employee elects to have representation, no further discussion of the matter will take place, except in the presence of the representative. The representative, if one is requested, will normally be the Shop Steward assigned to represent the area where the employee works. In the absence of that Steward, the employee may request the Head Steward or any other available union representative. The meeting or discussion will not be delayed for more than one working day in order for the employee to obtain a representative unless the supervisor otherwise agrees to a later delay.

Section 3.a. In the event an employee is issued a notice of proposed disciplinary or adverse action, that employee must be afforded and made aware of all his/her procedural rights. In all cases, the employee and/or representative shall be given the opportunity to review any and all evidence used and to reply to the charges orally and/or in writing, using the assistance of the Union as desired.

b. When the Employer proposes to suspend an employee for not more than 14 days, the following procedures will apply:

- (1) The Employer will provide the affected employee with at least 10 working days advance written notice of the proposed suspension.
- (2) The employee may file a written reply to the notification provided that the written reply must be received by the Employer prior to the end of the notice period.
- (3) After receipt of the written reply or the termination of the notice period, the Employer will issue a final decision to the employee at the earliest practicable date.

Section 4.a. When an employee's performance is determined to be unsatisfactory on one or more critical elements of his/her job, following the promulgation of a performance appraisal system and the communication of same to the employee, and efforts on the part of management fail to bring the employee's performance to a satisfactory level, action may be taken to remove the employee from the position. If an appropriate vacancy exists, efforts should be made to reassign or demote employees to positions which the employees can successfully perform. Efforts by management to be taken may include timely counseling, increased supervisory assistance, on or off-the-job training, etc.

b. Upon request, the Employer will furnish the affected employee with an extra copy of the action which he may provide to his representative.

Section 5. The employee's representative, if he is an employee of the USAADACENFB Fort Bliss, will be in pay status without charge to leave when consulting on the grievance or appeal. The representative and the aggrieved employee will be given a reasonable amount of time to prepare their case on the grievance or appeal.

Section 6. If verbal censure of the employee becomes necessary, such action will not be taken by supervisors and persons in authority in the presence of other personnel except in emergency situations.

Section 7. In the event an unfavorable final decision is issued, the employee shall be advised that he/she has the right to appeal the decision under the negotiated grievance procedure or the Merit Systems Protection Board (for adverse action covered under 7512 of CSRA) but not both. The appropriate MSPB address shall be included in the letter.

ARTICLE 20

Grievance Procedure

Section 1. The purpose of this article is to provide a procedure for the prompt and equitable settlement of grievances other than those grievances specifically excluded from coverage by the CSRA or this agreement. Employees who use this procedure may be represented only by the Union or by an individual approved by the Union. However, an employee or group of employees may prosecute their grievances under this procedure without representation so long as the final resolution is not inconsistent with this agreement and the Union has been given an opportunity to be present at the adjustment.

a. Since dissatisfactions and disagreements may occasionally arise among people in any work situation, the filing of a grievance shall not be constructed as reflecting unfavorably on an employee's good standing, his performance, his loyalty, or his desirability to the organization, nor will any reprisal be taken for initiating such grievance. Similarly, the occurrence of an occasional grievance shall not be construed as reflecting unfavorably upon the quality of supervision or the general management of the installation.

b. (1) In all grievances, the grievance will advance to the next higher step if management incurs the delay or will be dismissed if the aggrieved party incurs the delay. An extension of time limits expressed in this Article not to exceed ten calendar days will be granted upon request of either party provided that a request for such extension is received prior to expiration of the applicable stated time limits. Other extensions of time may be granted by mutual consent of the parties.

(2) Grievances over formal written reprimands or suspension of 14 days or less will be initiated at Step 3 of the negotiated grievance procedure (Section 2.c., Article 20). Such grievances will be addressed to the Commanding General, USAADACENFB, ATTN: Civilian Personnel Officer, Commanding Officer, Information Systems Command, Fort Bliss, ATTN: Civilian Personnel Officer depending on the activity in which the employee works. Grievances over oral reprimands will be initiated at Step 1 of the negotiated grievance procedures (Section 2.a., Article 20).

c. When the grievance arises out of an action of the installation command group, intervening steps may be waived and the matter may be taken up initially in accordance with the procedures in Step 3, provided that the grievance is taken up with the Employer within twenty work days after receipt of the notice of the action or occurrence of the incident alleged to be in violation of this agreement.

Section 2. The procedure will operate as follows:

a. Step 1. The grievance will first be taken up orally by the aggrieved party with the immediate supervisor in an attempt to settle the matter. A grievance must be presented within twenty work days after receipt of the notice of the action or occurrence of the incident alleged to be in violation of this agreement. The supervisor shall orally reply to the grievant within five working days after the presentation and a memorandum of the disposition will be prepared and dated. A copy of the memorandum will be given to the grievant.

b. Step 2. If the matter is not satisfactorily settled after the initial discussion, the grievant will, within five (5) working days after receipt of the Step 1 decision, submit the matter in writing to the department head stating the nature of the grievance and the corrective action desired. The department head, designated representative, or the office having the authority to adjust the grievance, will meet with the aggrieved party within three (3) work days after receipt of the grievance in an attempt to resolve the matter. The department head will issue a written decision within five (5) work days after the meeting.

c. Step 3. If the grievance is not settled at the departmental level, the aggrieved party may, within five (5) work days after receipt of the decision, forward the grievance to the Commanding General. The Commanding General, or his designated representative, will review the grievance, consult with the parties to the grievance, and take whatever action he deems necessary to resolve the problem. The commanding General or his representative will give the aggrieved party a written decision within twenty (20) work days after receipt of the grievance.

d. Step 4. If the grievance is not satisfactorily settled at the installation level, only the Employer or the Union may invoke arbitration in accordance with Article 21.

Section 3. Should any grievance arise between the Union and the Employer, representatives of the parties shall make an earnest effort to resolve the matter through meeting and discussion. If such efforts fail to produce a mutual satisfactory understanding, the grievance may be reduced to writing and submitted to the Commanding General if initiated by the Union, or to the President of Local R14-22, if initiated by the Employer. The Commanding General or his designee and the President of Local R14-22 or his designee will meet within five (5) working days of date of receipt of the written grievance to discuss the matter. A written decision will be furnished within twenty (20) working days. If the grievance is not settled by this method, either party may invoke arbitration procedures as outlined in Article 21.

Section 4. Questions as to interpretation of published agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the agency shall not be subject to this negotiated grievance procedure, regardless of whether such policies, laws or regulations are quoted, cited, or other wise incorporated or referenced in this agreement. Such questions will be forwarded through the Commanding General to the appropriate office within Department of the Army for resolution.

Section 5. If an employee resigns, dies, or is separated by an action other than removal before decision is reached on a grievance which is 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. A copy of this notification will be made a part of the case record.

Section 6. Excluded from this grievance procedure are all cases which involve:

- a. Complaints or appeals from applicants outside the bargaining unit.
- b. Release of information and records from Army files (AR 340-17).
- c. Allegations of mismanagement when no form of personal relief to the employee is appropriate.
- d. Non-selection for promotion from a group of properly ranked and certified candidates.
- e. Non-adoption of a suggestion or disapproval of a performance award, or other kind of honorary or discretionary award.
- f. Separation of probationers or trial period employees.
- g. Allegations of discrimination (EEO).
- h. Reemployment or reinstatement eligibility after removal on security or suitability grounds.
- i. Grievances concerning the following matters which are excluded by Title VII of the CSRA of 1978:
 - (1) Prohibited political activities.
 - (2) Retirement, life insurance, or health insurance.
 - (3) Examination, certification, or appointment.

(4) The classification of any position which does not result in the reduction in grade or pay of an employee.

(5) A suspension or removal under Section 7532 of Title 5, United States Code (National Security).

ARTICLE 21

Arbitration

Section 1. Arbitration may be invoked by either the Employer or the Union to resolve any grievance within the scope of the negotiated grievance procedure.

Section 2. The parties agree that prior to considering arbitration every effort shall be made to resolve the arbitratable grievances and will direct their resources toward achieving that goal. If such efforts fail, the grievance may, upon written request of the party desiring arbitration, be referred to an arbitrator. Such written requests must be submitted not later than five (5) work days after the final decision on the grievance.

Section 3. Within five (5) work days after receipt of the written request for arbitration, the parties will initiate the necessary action for selecting an arbitrator. If the parties cannot agree, they will request from the Federal Mediation and Conciliation Service a list of five (5) impartial persons qualified to serve as arbitrators. If the parties cannot mutually select an arbitrator from the list, then the Employer and the Union will alternately strike a name from the list until one remains. The remaining person will be the duly selected arbitrator. A coin toss will determine which party strikes first.

Section 4.a. At the arbitration hearing, the party requesting arbitration will present its case first and will have the burden of proving its case by the preponderance of the evidence standard except in disciplinary and/or adverse action cases in which the Employer will go first and will have the burden of proof.

b. In performance-based actions taken under 5 USC Chapter 43, the Employer will also go first and will have the burden of proof by the substantial evidence standard.

Section 5. The authority of the arbitrator will be limited to resolution of the issue or issues jointly submitted, or, if not jointly submitted, those issues determined by the arbitrator, but will not extend to the interpretation of agency policies, regulations, provisions of law or regulations of appropriate authorities outside the agency, even if quoted, cited, or incorporated by reference into this agreement. The arbitrator will make no findings of fact, recommendations or interpretations of this agreement except to the extent necessary to resolve the issue or issues submitted or determined. The arbitrator shall not change, modify, alter, delete, or add to, or disregard the provisions of the agreement.

Section 6. The arbitrator's fee and his necessary travel expenses will be borne equally by the parties. Travel and per diem payments will not exceed the maximum rate allowable under the Joint Travel Regulations. The arbitration hearing will, if possible, be held on the Employer's premises during the regular day shift hours of the basic work week. All necessary participants in the hearing or pre-hearing meetings called by the arbitrator, if Federal Government employees, will be in a pay status without charge to leave, except that no overtime will be paid. If a party determines a need for a transcript, that party will bear the entire cost of the transcript.

Section 7. The arbitrator will be told that in order to fulfill the delegation to arbitrate, he/she must render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree to a longer period.

Section 8. Either party may file exceptions to the arbitrator's award, under the rules and regulations established by the Federal Labor Relations Authority.

ARTICLE 22

Job Descriptions and Ratings

Section 1. All job descriptions prepared by the Employer shall conform to OPM and DA standards

Section 2. The Fort Bliss classification program will be conducted in accordance with applicable regulations and all positions within the unit will be reviewed when change in mission dictates and reviewed annually for need and proper classification, with corrective action being taken where necessary.

Section 3. The Employer will maintain a current job description for each employee and each employee will be provided a copy of his/her job description. The job description will contain an accurate description of the employee's duties in sufficient detail to reflect the primary duties of the position.

Section 4. When the term "Performs other duties as assigned" or its equivalent is used in a position description, the term is mutually understood to mean tasks that are normally related to the position.

Section 5. The employer will inform the Union of reorganizations where duties and responsibilities of civilian positions will require change. The Employer will inform the Union of classification actions that adversely affect the title or grade of employee of the unit, with the employee's consent, where the adverse action is caused by a change in the classification standards or grading procedures.

Section 6.a. An employee may request that his/her supervisor review his/her job description for accuracy of content. If the supervisor determines that the job description

is not accurate he/she will prepare a draft of the required changes and submit a Request for Personnel Action to the Civilian Personnel Office, or withdraw the major duties not described. If the supervisor believes, after discussion with the employee, that the job description is accurate and the employee does not agree, the employee may grieve the accuracy under Article 20 of this agreement.

b. Any employee in the unit who alleges that his/her position is improperly rated may discuss the matter with his/her supervisor, who will explain the basis upon which the job has been evaluated including an explanation by the Position Classification Specialist, if necessary. If the employee's allegation is not resolved to his/her satisfaction, he/she will be advised of the appeal rights. At such time as a formal written complaint is filed the employee may have representation if desired.

ARTICLE 23

Temporary Assignment to a Position

Section 1. It is agreed by the Employer and the Union that employees will be assigned to their official duty assignment except for training purposes, short periods of duty when other employees are on leave, change in mission creating different skills or an imbalance in skills or other unusual conditions that require a priority of assignment in a different work area.

Section 2. Temporary promotions in lieu of temporary details will be made when an employee is eligible and qualified when the detail is made to an established vacant position in the bargaining unit, funds are available, and there are no restrictions imposed by higher headquarters. Such temporary promotions will be effective at the start of the pay period after 10 consecutive workdays after being assigned the higher graded duties.

Section 3. Unit employees temporarily promoted to supervisor positions will be paid at the appropriate grade for that position. Section 4. Details will be kept to a minimum and will be in accordance with applicable rules/regulations.

Section 5. Employees may fill out a Standard Form 172 for all periods of less than 120 days for inclusion in the employee's official personnel folder.

ARTICLE 24

Safety and Industrial Hygiene

Section 1. It is agreed that prevention of injury to individuals shall be of prime concern to the Employer and the Union. Management and the Union Agree that each employee shall be encouraged to comply with occupational safety and health standards.

Section 2. The Employer will exert every effort to provide and maintain safe working conditions and industrial health protection for the employees, using applicable rules,

regulations and directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner.

a. The Union should bring problems concerning occupational health and safety to the attention of management. Management, in consultation with the union, will determine what action is necessary to alleviate the hazard. If the matter is not or cannot be resolved at that level, the supervisor will take immediate action to notify the Fort Bliss Safety Office and request assistance.

Section 3. The Employer agrees to appoint one Union representative, appointed by the union, to the Fort Bliss Safety Officer's Committee. Duties of the designated Union representative will be limited to those outlined by the Fort Bliss Safety Officer.

Section 4. The Employer agrees to furnish protective clothing and equipment in accordance with Department of the Army Regulations. The Union agrees that employees will sign for and be responsible for the safekeeping of protective clothing.
Section 5. The Employer will continue to provide proper emergency medical support (first aid) for all employees while on work status at Fort Bliss.

Section 6. As provided in Army Safety Regulations, the management shall investigate reported safety hazards and inform responsible parties to initiate corrections when necessary.

Section 7.a. The Employer agrees to furnish required safety equipment and foul weather gear where and as authorized, to include, but not limited to: safety shoes, safety glasses (including prescription ground lenses), gloves, coveralls (OSHA), rubber boots, headgears and other items.

b. Employees will be responsible for tools and equipment. Such tools and equipment will be safely utilized and safeguarded by the employee; loss of equipment will be handled IAW appropriate regulations.

c. Management agrees to enforce the use of protective devices by employees. The Union agrees to support management in their effort to protect employees on the job.

Section 8. Locker space will be furnished by the Employer at or near the worksite when the employee is required to change clothing due to the work assignment.

Section 9. No employee shall be required to work alone at any worksite where a potential hazard may exist as defined by the Safety Office or applicable regulations.

Section 10. Clean and adequate eating facilities will be furnished by the Employer for the utilization of the employee during the lunch period, when work is not being performed in remote areas. Eating facilities will be so located on Fort Bliss that the employees may travel to the nearest facilities, consume their lunch and report back to their worksite during the lunch period.

Section 11. The Union will call to the attention of the Employer conditions in a work area which tend to become a hazard to the health or safety of the employees.

Section 12. The Employer agrees to provide adequate and heated clean toilet facilities as near to worksite as reasonably possible.

Section 13. If an employee reports an unsafe or unhealthful working condition through the normal reporting procedure and the employer determines that imminent danger exists, the employer shall undertake abatement and the withdrawal of exposed employees who are not necessary for abatement. Employees not needed for abatement shall follow the instructions given them.

Section 14. If an employee reasonably believes that he/she is being exposed to a health or safety hazard presenting an imminent risk of death or serious bodily harm and he/she reasonably believes that there is insufficient time to seek effective redress through the normal procedure, the employee may cease work and leave the area without charge to leave, provided the employee immediately reports the situation to the nearest supervisor.

Section 15. The Union safety representative will attend all safety meetings of the employer and be furnished a copy of minutes taken at such meetings.

ARTICLE 25

Adverse Weather Conditions

Section 1. The Employer and the Union agree that adverse weather conditions that are hazardous and present a threat to the safety of the employees require that procedures be set forth to diminish accidents that may result therefrom.

Section 2. The Employer agrees that when adverse weather conditions prevail, the Employer will gather information regarding highway and climatic conditions from appropriate sources.

Section 3. The Employer will evaluate the information and determine if the best interest of the Employer and employees can be served by dismissing personnel from duty and notifying personnel not to report for duty.

Section 4. When the Employer determines that weather conditions dictate granting administrative leave, the Employer will uniformly notify all employees on duty that administrative leave is to be granted at specified times. Employees who have not reported for duty will be notified of this decision by the most expeditious means available, normally by radio and television.

Section 5. Employees on approved annual leave or sick leave will not receive administrative leave for these periods of time.

Section 6. The granting of administrative leave is a Command prerogative. Whenever practicable, such leave will be granted uniformly throughout the unit. Any deviations from this policy for security or safety reasons, or situations affecting the best interest of Fort Bliss will be discussed with the Union.

ARTICLE 26

Training and Development

Section 1. The Employer will, when the need arises, identify critical skill areas for which it is likely that position vacancies will exist, and will publicize training opportunities in these areas. Interested employees will be told how to apply for self-development training. The Employer and the Union will encourage each employee to take full advantage of the developmental opportunities which include Army sponsored correspondence courses, courses offered by the Army Education Center and courses made available by local educational institutions. The Employer will continue to train existing employees for positions in critical skill areas in accordance with Merit Promotion and other applicable regulations.

Section 2. Proposed employee training and development policies and procedures to be established within the administrative authority of the Employer will be discussed and reviewed by the Fort Bliss Training Committee. The Union is represented on this committee and can express opinions on matters under consideration. When information concerning changes in function, organization and mission is available, the Employer will plan for training and retraining of employees of career status to the extent possible.

ARTICLE 27

Dues Withholding Privileges

Section 1. Dues withholding privileges will be extended to the Local throughout the period of this agreement.

Section 2. Employees eligible for dues withholding are those members of the Union in good standing who are employed in the bargaining unit and whose net salary after other legal and required deduction is regularly sufficient to cover the amount of the authorized allotment.

Section 3. Dues are defined as the regular periodic amount required to maintain a member in good standing within the bargaining unit but shall not include such items as initiation fees, special assessment, back dues, fines and similar items.

Section 4. In application of the allotment arrangements, the Union shall be responsible for:

- a. Purchasing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues."
- b. Distributing copies of SF 1187 to its members.
- c. Educating eligible employees as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required forms.
- d. Educating eligible employees as to the procedure for revoking allotments, emphasizing that a request for dues revocation must be submitted prior to 1 March of each year, and that such a revocation will take effect on the first pay period following 1 March of each year if the employee has been a dues paying member of the Union for at least 12 months prior to 1 March. Where an employee wishes to revoke his dues deductions and has not been a dues paying member for at least 12 months, such a revocation will be effected at the start of the first pay period following the 12th month the employee has been a dues paying member. In all cases, dues revocations will be effected within a 12 month period after submission to the Finance and Accounting Office.
- e. Certifying SF 1187's completed by eligible employees as to the amount of dues.
- f. Refunding any unauthorized deductions or excess payments either to the employee or Employer as required.

Section 5. Processing of allotments will be accomplished in the following manner:

- a. The Union will procure and distribute SF 1187, educate its members in the use of the form, insure that the members' payroll number is entered on the form, and process completed voluntary requests from its members.
- b. The Union's treasurer will certify on all SF 1187's the correct amount of regular dues of eligible employees to be deducted each biweekly pay period.
- c. The Union will deliver completed SF-1187's and other pertinent documents to the Civilian Personnel Office for review of eligibility and transmittal to the Finance and Accounting Office.
- d. Allotments will take effect on the first pay period beginning after receipt of the properly executed and corrected SF 1187 in the payroll office.
- e. SF 1187's, SF 1188's and other material pertaining to allotments will be date stamped on receipt in the Civilian Personnel Office and in the payroll office.
- f. Changes in the amount of regular dues, not more frequently than once every 12 months, may be made upon receipt of a certification from the Union's treasurer and

such changes will be effective with the beginning of the pay period after the receipt of the notification in the payroll office.

g. 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 with the first complete pay period after receipt of the notice in the payroll office.

h. Revocation of allotments submitted at the request of an employee will be effected as set forth in Section 4.d. Allotments will be automatically terminated on the effective date when:

- (1) employees leave because of transfer or other personnel action (except temporary promotion or detail) or upon separation from the unit,
- (2) the labor organization loses exclusive recognition.
- (3) dues withholding arrangement is suspended or terminated by an appropriate authority outside DOD.
- (4) employee has been suspended or expelled from the Union.

i. Dues allotments will be withheld from sick leave payments but not from lump sum leave payment or advance workmen's compensation payments.

j. The payroll office will make the remittance for dues withheld biweekly. This remittance will be in a single check for the balance of dues withheld. The check will be forwarded to and made payable to the Comptroller Fiscal Office, National Association of Government Employees, 285 Dorchester Avenue, Boston, Massachusetts 02127. It will be accompanied by a "Union Dues Deduction Report" containing the following:

- (1) Identification of the employee organization.
- (2) Payroll period.
- (3) Employer's name or number.
- (4) Names of the employees and amount deducted.
- (5) 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.).

Section 6. There will be no charge to the Union for making dues deductions

Section 7. The Union will indemnify, save harmless, or take other steps requested by the Employer to protect the Employer from any and all claims and disputes by reason of its acting hereunder.

ARTICLE 28

General

Section 1. The chain of command will be followed by the supervisors and employees. To assist all personnel in adhering to this requirement, organization charts for the particular activity will be posted on the bulletin board of the activity concerned.

Section 2. Employees will be allowed access through established supply procedures to parts and equipment to complete jobs on all shifts. Section 3. Management will be responsible for procuring material to assure completion of work.

Section 4. It is agreed that sufficient first aid supplies will be furnished each unit. At all remote worksites a first aid kit will be available.

Section 5.a. Union representatives are encouraged to discuss qualifications for performance awards and special act awards with all employees of the unit. Suggested modifications, practices, and procedures used for selecting employees for awards may be made by the Union representative on the Incentive Awards Committee.

b. Employees receiving monetary performance awards will be eligible to be considered for additional performance awards annually. However, successive awards for an individual employee are not encouraged except in unusually deserving cases. In the interest of maintaining and improving employee morale, the Employer and the Union agree that consideration should be given by supervisors to appropriate recognition for performance or for service beyond the call of duty by employees. Supervisors are encouraged to utilize available recognition devices within budget and regulatory limitations.

Section 6. USAADACENFB Bulletins will be distributed to each unit, when possible.

Section 7. It is understood that decisions regarding contracting out of work are areas of discretion of the Employer and higher authority. The Commanding General or his designee will inform the Union of any proposed contract which would result in a RIF of civilian employees of the unit. The Employer will notify the Union and make the Invitation for Bid or Request For Proposal For Contractual Services available to the Union for review.

Section 8.a. Entries made on the Employee's Record Card will be brought to the attention of the employee at the time of entry. Upon request, an employee and his representative will be allowed to review the employee's Employee Record Card (SF-7B). Any adverse entry will be discussed with and initialed by the employee, and if the employee has shown improvement to the supervisor's satisfaction for a period of six

months, such improvement will be reflected by an appropriate subsequent entry on the Employee Record Card (SF-7B).

b. Performance related entries may, at supervisor discretion, remain in the Employee's Record Card up to one year from date entered or until final annual performance rating is approved. It is recognized that at performance related counseling sessions, there is no entitlement for employees, to union representation.

c. Disciplinary related entries on an Employee Record Card, will entitle the employee, upon request, to union representation. Such entries may remain on the card up to one year from date of counseling.

Section 9. Filing of documents of any kind in an employee's Official Personnel Folder will be done in accordance with applicable rules and regulations.

Section 10. Union officials, stewards and members will receive identical consideration for promotions and performance ratings, appraisals, performance awards, special acts awards and any other honorary or monetary awards available to all other Federal civil service employees wherever possible. All locally approved awards will be presented by an appropriate official in the presence of the co-workers of the recipient.

Section 11. IAW applicable rules/regulations, when monetary performance awards are approved by management, the dollar amounts will be as follows:

- a. Exceptional - \$1,000.00
- b. Highly Successful - \$500.00
- c. Fully Successful - \$250.00

Section 12. The parties recognize that alcoholism and the use of illegal drugs are major national health problems and can impair work performance, attendance, conduct, reliability, productivity and the safety of the workforce. The Employer and the Union affirm their support of the Army's Civilian Employee Assistance (drug and alcohol abuse) Program. The Employer agrees to offer and provide counselling to all employees who

- a. Personally, or through a Union representative, disclose the existence of a drug related problem to the Employer; or who
- b. the Employer suspects or learns has such a problem.

Section 13. The Union and the Employer agree that the US Savings Bond Program is of the utmost importance to the welfare of the nation, in addition to providing employees with the safest investment for safekeeping of their savings. To enhance the participation

of employees in the worthy cause, all future committees engaged in the US Savings Bond Program will contain Union representation.

Section 14. Under special circumstances, employees may be required to clean up areas around their buildings or shops.

ARTICLE 29

Publication of the Agreement

Section 1. The Employer agrees to reproduce and distribute a copy of this agreement and any amendments or supplements thereto, to each employee in the unit. The Employer further agrees to furnish a copy to each new employee in the unit when he receives his orientation talk. Each copy of the agreement will be reasonably attractive and typed in a format mutually agreed upon by the Union and the Employer.

Section 2. A copy of this agreement will be posted on all official bulletin boards in the unit.

ARTICLE 30

Duration of Agreement

Section 1. This basic agreement and any amendments or supplements thereto, shall be effective 31 days from the date of signature by the Commanding General, US Army Air Defense Center and Fort Bliss, Fort Bliss, Texas; Commanding Officer, Information Systems Command, Fort Bliss, Texas; and the President/Trustee, Local R14-22, National Association of Government Employees, for a period of three (3) years. Any amendments or supplements that may be subsequently negotiated will terminate on the same date as the basic agreement to which they will be appended thereto. Either party may give written notice to the other, not more than 105 nor less than 60 days prior to the end of the third year of the agreement, of its intention to amend, modify, or renegotiate the agreement. If neither party serves timely notice, the agreement shall be automatically renewed for additional periods of two years.

Section 2. Amendments and supplements to this agreement may be negotiated at any time after six months from the date of approval by mutual consent of the parties, or when such revisions are required by changes in applicable laws or the regulations of appropriate authorities.

Section 3. In accordance with CSRA, changes in laws or regulations of appropriate authorities which invalidate articles or sections of this agreement will not have the effect of nullifying the total agreement. Action to bring the affected portions into compliance will be taken immediately.

ARTICLE 31

Sexual Harassment

Section 1. Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment debilitates morale and interferes in the work productivity of its victims and coworkers.

Section 2. Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as taking or refusal to take a personnel action, including promotion of employees who submits to sexual advances or refusal to promote employees who resist or protest sexual advances.

Section 3. Specifically, sexual harassment is deliberate or repeated unsolicited verbal comments, gestures, or physical contacts of a sexual nature which are unwelcome, where the employee who is being subjected to sexual harassment has indicated to the person with the authority to stop the conduct that he/she is offended by the conduct.

Section 4. The Command will continue to distribute to all employees their policy on the prevention of sexual harassment through the Equal Employment Opportunity Office.

Section 5. If an employee reasonably believes that no prohibited practice has occurred, but nonetheless, believes that sexual harassment has occurred, the employee may file an EEO complaint or grieve the matter through the negotiated grievance procedures, but not both.

ARTICLE 32

Whistleblower Protection

Section 1. It is a prohibited practice to take or fail to take a personnel action with respect to an employee as reprisal for disclosing information which the employee reasonably believes evidences:

- a. A violation of any law, rule, or regulation or,
- b. Gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Section 2. This is based on the provisions that such disclosures are not specifically prohibited by law and that such information is not specifically required by executive order to be kept secret in the interest of national defense or the conduct of foreign affairs.

ARTICLE 33

Civilian Employee Liability

Section 1. The parties acknowledge that when a civilian employee is involved in loss, damage or destruction of government property such employee may be liable for damage under applicable rules/regulations.

Section 2. Prior to the Approval Authority signing the Survey, the rights of the employee will be determined exclusively by applicable rules/regulations. After the Approving Authority signs the survey holding the employee liable, the employee is entitled to appeal the decision. The employee may elect to pursue the administrative appeal process or the negotiated grievance procedure at the employee's election.

Section 3. If the employee pursues the grievance under the negotiated grievance procedure, the grievance will be treated as a third step grievance. However, no meeting or hearing need be held as part of the grievance.

Section 4. The union may request arbitration of the denial of an employee's appeal of pecuniary liability in accordance with the arbitration article of this agreement. If the arbitrator determines that the employee's negligence or willful misconduct did not proximately cause the loss, damage or destruction of government property, the appropriate appeal authority will grant the appeal on behalf of the Secretary of the Army.

ARTICLE 34

Adjustment of Work Schedules for Religious Observances

Section 1. Pursuant to Subpart J. Part 550, CFR, the following is agreed to:

- a. An employee's election to work compensatory overtime in order to take time off for religious observance purposes shall be granted unless the employee's absence would interfere with the effective and efficient accomplishment of the agency's mission.
- b. An employee may work such compensatory overtime either before or after the compensatory time off for the religious observance.
- c. The overtime pay provisions for the pay system applicable to an employee and the FLSA overtime pay provisions do not apply to compensatory overtime work performed by an employee for religious observance purposes. In other words, compensatory overtime worked for the purpose of offsetting time off for religious observance purposes shall not be considered hours of duty for overtime, including FLSA overtime purposes.

ARTICLE 35

Orientation of New Employees

Section 1. As part of a new bargaining unit employee's initial orientation, the Employer agrees to provide each new employee with a copy of the negotiated Agreement.

Section 2. A representative from the Local will be permitted to address new unit employees at their worksite for a 5 minute period of time with the employee's consent. The presentation may not be used for solicitation of membership.

APPENDIX A

LICENSE FOR BUILDING 7050

THIS LICENSE is granted subject to the following conditions:

1. That the exercise of the privileges hereby granted shall be under the general supervision and subject to the approval of the Commander or his Designee, and subject also to such regulations as may be prescribed by the Commander or his Designee from time to time.
2. That any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to the satisfaction of the Commander or his Designee, or in lieu of such repair or replacement the licensee shall, if so required by the Commander or his Designee, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.
3. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for injuries to the person of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities on the said premises, and the licensee shall hold the United States harmless from any and all such claims, and indemnify the United States for any and all such claims.
4. That, on or before the date of expiration of this license or its relinquishment by the licensee, the licensee shall vacate the said Government premises, remove all property of the licensee therefrom, and restore the premises to a condition satisfactory to the Commander or his Designee, damages beyond the control of the licensee and due to fair wear and tear excepted. If, however, this license is revoked, the licensee shall vacate the premises, remove said property therefrom, and restore the premises as

aforesaid within such time as the Commander or his Designee specify. In either event, if the licensee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Commander or his Designee, said property shall either become the property of the United States without compensation therefor, or the Commander or his Designee may cause the property to be removed and the premises to be so restored at the expense of the licensee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

5. That no addition to or alteration or improvement of the premises shall be made without prior written authorization from the Commander or his Designee. All additions, alterations and improvements so authorized shall be maintained by the licensee in good repair and condition. Permanent additions, alterations and improvements (which shall be so designated by the Commander or his Designee) shall, upon completion, become and remain the property of the Government.

6. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of the facilities constructed by the licensee on the said premises.

7. That this license may be terminated by the licensee at any time by giving to the Commander or his Designee, at least thirty (30) days' notice in writing.

8. That as of the date of commencement of this license a joint inventory and condition survey of the property included thereunder shall be made by a representative of the Commander or his Designee and by a representative of the licensee. A written report of said inventory and survey shall be attached hereto as Exhibit "B" and become a part of this license. A like inventory and survey shall be made upon termination of this license.

9. That it is to be understood that this licensee is effective only insofar as the rights of the United States in the property involved are concerned, and that the licensee shall obtain such permission as may be necessary on account of any other existing rights.

10. That the license may be terminated by the Commander or his Designee at any time by giving to the President of the licensee (Union) or his Designee, at least 30 days' notice in writing if the property is needed for government purposes.

11. The licensee will be eligible for the Self-Help Program in accordance with applicable rules/regulations. This License is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Commander,
USAADACEN&FB this 19th day of March, 1992.

The above instrument, together with all the conditions thereof, is hereby accepted this
19th day of March, 1992.

APPENDIX B

OFFICIAL TIME REPORT

NAME: _____ UNION POSITION: _____

Supervisor Contacted: _____

APPROVED UNION ACTIVITY

- _____ Investigate Grievance
- _____ Prepare Grievance
- _____ Present Grievance
- _____ Represent in Grievance
- _____ Represent in Disciplinary Action
- _____ Represent in Arbitration
- _____ Witness in Arbitration, Grievance Hearing, EEO Hearing or Other Representative Hearing
- _____ Prepare Responses to Management
- _____ Meet and Confer
- _____ Other

Time Left: _____

Time In: _____

Date: _____

Union
Signature _____

Supervisor
Signature _____

