

EMPLOYER
RED RIVER ARMY DEPOT
TEXARKANA, TEXAS

6 November 1995
Date

Colonel, QM
Commanding

UNION
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO
LOCAL 301

Business Managers Local
301 International
Brotherhood of Electrical Workers

6 November 1995
Date

Approved by the Department of Defense on February 2, 1996,
To be effective February 2, 1996.

CONCURRENCE

FOR THE UNION

FOR MANAGEMENT

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ONE	BASIC Agreement	1
TWO	Purpose	2
THREE	Exclusive Recognition and Coverage of Agreement	3
FOUR	Application of Laws and Regulations	4
FIVE	Negotiations	5
SIX	Employer Rights	6
SEVEN	Employee Rights	7
EIGHT	Union Representation	8
NINE	Hours of Work, Basic Work Week and Shift Operations	9
TEN	Overtime	10
ELEVEN	Holidays	11
TWELVE	Training and Employee Development	12
THIRTEEN	Sick Leave	13
FOURTEEN	Annual Leave	14
FIFTEEN	Administrative Leave	15
SIXTEEN	Leave Without Pay	16
SEVENTEEN	Temporary Promotions and Details	17
EIGHTEEN	Promotions	18
NINETEEN	Disciplinary and Adverse Actions	19
TWENTY	Grievance Procedure	20
TWENTY-ONE	Arbitration	21
TWENTY-TWO	Voluntary Allotment for Payment of Dues	22
TWENTY-THREE	Safety	23
TWENTY-FOUR	Environmental Pay	24
TWENTY-FIVE	Changes in Job Description and Requirements	25
TWENTY-SIX	Civic Responsibilities	26
TWENTY-SEVEN	Equal Employment Opportunity	27
TWENTY-EIGHT	Performance Appraisals	28
TWENTY-NINE	Duration of Changes	29

ARTICLE ONE

BASIC AGREEMENT

In accordance with Chapter 71 of Title 5 of the U.S. Code and subject to all applicable statues and the regulations. The following articles constitute an agreement by and between the Red River Army Depot, Texarkana, Texas (here in after referred to as the Union).

ARTICLE TWO

PURPOSE

It is the intent and purpose of the Union and the Employer to maintain constructive relationships and to pledge themselves to cooperative efforts in contributing to efficient administration of the government's business conducted by the Red River Army Depot and to the well-being of the civilian employees represented by the Union and assigned within the recognized unit.

It is recognized by all concerned that the Red River Army Depot is an activity of the Department of Defense and that it must operate within its legally delegated authority.

It is, further, the intent and purpose to establish a basic understanding relative to personnel policies, practices, procedures and matters affecting the conditions or employment in the unit located at Red River Army Depot in compliance with all laws, rules and regulations governing such employment and to provide the employees of the unit the opportunity for greater participation in the formulation and implementation of appropriate policies and procedures in accordance with Title 5, U.S.C. regarding Federal Labor Management Relations.

Further still, the Employer and the employees represented in this agreement realize that proper working conditions and harmonious relations are necessary to maintain a mutually beneficial relationship between the Employer, the Employees and the Public. Growth demands a mutuality of confidence between the Employer and the Employee, and each will benefit by continuous peace and by resolving any difference that may arise.

ARTICLE THREE

EXCLUSIVE RECONITION AND COVERAGE OF AGREEMENT

SECTION 1. The employer recognizes the Union as the exclusive representative for all employees in the unit identified below.

SECTION 2. The recognized unit is composed of: all maintenance electricians, electrical linemen, electrical motor repairers, electrician leaders, helpers, apprentices and learners.

SECTION 3. Excluded from the bargaining unit are: all management officials, confidential employees, professional employees, employees assigned to other exclusive units at the depot, employees engaged in Federal Personnel work in other than a purely clerical capacity; and supervisors as defined in Title 5 U.S.C. regarding Federal Labor Management Relations.

ARTICLE FOUR

APPLICATION OF LAWS AND REGULATIONS

SECTION 1. In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time of the agreement was approved, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

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

SECTION 3. In making rules and regulations relating to personnel policy, procedures and practices and matters involving working conditions, the Employer shall give due regard and consideration to the obligations imposed by this agreement and the provisions of Title 5, U.S.C.

ARTICLE FIVE

NEGOTIATIONS

SECTION 1. It is agreed that the Employer shall negotiate with Local 301, IBEW on all appropriate matters. It is understood that the Employer in this context means the Activity or the Commander or his designee.

SECTION 2.

- a. Consultation as used in this agreement is understood to mean a meeting to discuss and/or inform the other party of matters of mutual interest and concern.
- b. Negotiation is defined as a collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

SECTION 3. When the Employer proposes to implement a change in existing personnel policies and practices of unit employees, necessitated by higher echelon regulations, the Union will be given advanced notice of proposed changes in writing and will have 7 calendar days to request negotiations.

SECTION 4. It is recognized that this agreement is not all-inclusive and the fact that certain working conditions have not been specifically covered in the agreement does not lessen the responsibility but rather compels either party to meet with the other for discussion and exchange of views in appropriate matters not covered by this agreement. It is also agreed that all benefits and practices in effect prior to this agreement shall remain in force, and the Employer will consult with the Union prior to making a decision to implement revisions or to establish policies in matters on which the Union has legitimate interest or concern.

SECTION 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title VII or USC and the rules and regulations of the Federal Labor Relations Authority.

ARTICLE SIX
EMPLOYER RIGHTS

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

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

b. In accordance with applicable laws –

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

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

(3) with respect to filling positions to make selections for appointments from –

(a) among properly ranked and certified candidates for promotion; or

(b) any other appropriate source; and

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

SECTION 2. Nothing in the Article shall preclude the Employer and the Labor organization from negotiating:

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

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

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

ARTICLE SEVEN

Employee Rights

SECTION 1. The employer and the Union agree that employees in the bargaining unit covered by this agreement 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.

SECTION 2. Employees have the right, regardless of Union membership to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations or agency policy.

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

SECTION 4. Nothing in this agreement shall require an employee to become or remain a member of the 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 deduction as delineated in Article Twenty-One of this agreement.

SECTION 5. The Employer shall take such action, consistent with law, as may be required to assure that employees in the unit are apprised of the rights described in this section, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union.

SECTION 6. When the Employer conducts an investigatory interview, the employee being interviewed is entitled, upon the employee's request, to the presence of a Union representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him or her.

SECTION 7. An employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his/her immediate supervisor prior to leaving his/her work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or actions deemed necessary.

SECTION 8. The Employer agrees to treat all employees in a fair and equitable manner with proper regard for the dignity of their subordinates.

ARTICLE EIGHT

UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the elected officers and the stewards duly authorized by the Union. The number of stewards shall be the number reasonably required to conduct the appropriate business of the Union during regular tours of duty. It is agreed that the stewards will come from within the bargaining unit.

SECTION 2. The Union shall supply the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized duly elected officers, stewards and the Chief Steward, together with the designation of the group of employees each is authorized to represent.

SECTION 3. Union stewards are authorized time during duty hours to perform duties such as processing employee complaints, grievances and consultations with the Employer at the local level on matters in connection with this agreement. The Employer agrees that there will be no restraint, interference, coercion or discrimination against stewards because of the performance of these duties. Stewards shall not use this assignment for matters outside the scope of this

Agreement, and will conduct their business with dispatch. If a steward's use of regular working hours of 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.

SECTION 4. a. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with organizing efforts and the internal management of labor organizations, including but not limited to the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorizations, campaigning for labor organization office, and distribution of literature, may be conducted only during the non-work time of the employees involved. Similarly, when labor organizations schedule membership meetings, internal elections, workshops or negotiating skills or techniques, local, state or national conventions or similar events wholly or partially within the scheduled working hours of employees, any employees attending or participating in such events do so in an annual leave or leave without pay status or as otherwise provided for in regulations.

b. Activity facilities will be made available where practicable upon request for union meetings. When these meetings are scheduled wholly or partially within the scheduled working hours of employees, any employee attending or participating in such meetings shall do so in an annual leave or leave without pay status or as otherwise provided for in regulations.

SECTION 5. Duty time for representational purposes will be with the knowledge and approval of the representative's supervisor. Records maintained by supervisors of duty time spent by a representative require the employee to sign out when leaving and sign in immediately upon return to the employee's work station. Appropriate forms will be used to record the information.

SECTION 6. The Employer will normally make passes available, subject to appropriate security regulations and good conduct, for the use of authorized local union and national union representatives who are not employees of Red River Army Depot to carry out the functions which come within the scope of this agreement.

SECTION 7. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between an employee and one or more representatives of the Employer concerning any grievance or any personnel policy of practice or other general condition of employment. A meeting is formal when it concerns a grievance of affects other employees in the Unit.

b. Any examination of an employee by a representative of the Employer in connection with an investigation if

(1) The employee reasonably believes that the examination may result, in disciplinary action against the employee, and,

(2) The employee requests representation.

(3) This right to Union representation applies when one or more depot representatives conducts or participates with others in conducting an investigation.

c. The Employer will annually inform employees of this right and require them to sign that they have been advised. In addition, new hires will be advised at time of appointment. The forms signed by employees will be maintained by the supervisor.

SECTION 8. The Union agrees that it will not refer any complaints, grievances, appeals, or problem areas off the installation to its higher headquarters or to any other source until all and appropriate avenues for redress of the problem area have been discussed with appropriate management officials at Red River Army Depot.

SECTION 9. Literature posted or distributed must not violate any law, applicable provisions of this agreement, or the security of the activity, or contain scurrilous or libelous material. The Union will be considered responsible for the contents of the literature distributed by their representatives.

ARTICLE NINE

HOURS OF WORK AND BASIC WORK WEEK AND SHIFT OPERATIONS

SECTION 1. Definitions:

- a. "Tour of Duty" means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitutes an employee's regularly scheduled administrative workweek.
- b. "Regularly scheduled administrative workweek" means the period within an administrative workweek when the employee is regularly scheduled to work.
- c. "Regularly scheduled work" means work that is scheduled in advance of an administrative workweek.
- d. "Sunday work" is non-overtime work performed by an employee during a regularly scheduled daily tour of duty when any part of that daily tour of duty is on a Sunday.
- e. "Holiday work" is non-overtime work performed by an employee during a regularly scheduled daily tour of duty on a legal government holiday.
- f. "Night work" is regularly scheduled work performed by an employee between the hours of 1800 and 0600.
- g. "Regular overtime work" means overtime work that is a part of an employee's regularly scheduled administrative workweek; "irregular or occasional" overtime is work performed outside the employee's regularly scheduled administrative workweek.
- h. "Administrative workweek" means seven consecutive days extending from 0001 hours, Sunday, to 2400 hours the following Saturday.
- i. "Organizational element" is defined as a group of employees headed by a first-line supervisor, or equivalent segment thereof.
- j. "Shift" will identify the regular hours for each day in an assigned tour of duty.

SECTION 2. The basic workweek will cover 40 hours for all full time employees; consisting of either/or:

- a. Five consecutive 8-hours workdays, Monday through Friday. Wherever possible, two consecutive days off will be provided. As a minimum, one regular day off, preferably Sunday, will be provided.
- b. Four consecutive 10-hours workdays Monday through Thursday. Wherever possible, three consecutive days off will be provided. As a minimum, one regular day off, preferably Sunday, will be provided.

SECTION 3. Employees will be granted 30 minutes for meal time and 15-minute rest periods near the midpoint of start time to meal time and meal time to stop time. Time will be allotted for cleanup based on the type of work the employees perform.

SECTION 4. Meal time will be between the third and fifth hour of the 8-hour/5-day workweek, or between the fourth and sixth hour of the 10-hour/4-day workweek.

SECTION 5. When the daily tour of duty begins on one calendar day and extends into the next calendar day, the day on which the tour begins will identify the tour for that day; for example, a tour of duty beginning 2000 hours Friday and ending 0430 hours Saturday, is identified as the Friday tour of duty.

SECTION 6. All tours of duty will be established and changed in accordance with regulations of the Office of Personnel Management, DoD, and Department of Army.

SECTION 7. Administrative workweeks and tours of duty within these administrative workweeks will be determined by management to meet mission requirements. Procedures for staffing and changing tours of duty of an organizational element will be accomplished in accord with Section 8 below.

SECTION 8.

a. Where job requirements necessitate more than one shift, assignment to first, second, or third shift will be made by employee preference, qualifications, and departmental seniority. (Departmental seniority as used in this agreement means total service in the organization at Red River Army Depot where competition occurs) Competition for shifts will be between employees of the same grade, job title and job number within the same organizational segment. Procedures for breaking ties will be as follows: The last four (4) digits of the Social Security Number of each tied employee will be utilized and will be referred to as the employee's identification number. The smallest identification number will be the "highest seniority". The remainder of the tied employees will be placed in ascending numerical order and this will become their order of seniority. Competition for jobs will be between employees of the same grade, -same job title, normally, within the same branch. However, where the use of the lower organizational level does not provide opportunity for employees performing a homogenous function to compete for shift assignment, the area of competition will be expanded to include the next higher organizational level up through division level.

b. A canvass of shift preference will be made annually during November of each year, to be implemented at the beginning of the first pay period on or after 1 January. It will be the responsibility of employees to maintain the canvass in an up-to-date manner. An employee may change his preference by advising the supervisor in writing, in order that the canvass maintained by the supervisor will be changed. The results of the canvass will be retained by the supervisor until the next scheduled canvass. Except when the Employer changes the administrative workweek, employees will remain on the shift to which assigned on the date this agreement becomes effective until the next scheduled canvass for shift preference.

c. It is recognized that there will be situations where an employee should be permitted a shift assignments other than the one to which assigned. Preferential shift assignments will be limited to medical problems of the employee or a family member of his household. In such cases, medical certification will be required. It will be necessary for the employee to *re* justify his continued preferential shift assignment each 60 days or less if circumstances and conditions warrant. The employee will justify the hardship situations requiring him/her to work another shift. The Division Chief, or designee, may request the Union to review the request and make recommendations within 3 workdays. The Division Chief, or designee, will approve any deviation of the seniority principle for shift assignment.

ARTICLE TEN

OVERTIME

SECTION 1. The Employer will provide, insofar as possible, for equal distribution of overtime among employees who are assigned to the same job number and have the necessary qualifications within the immediate organizational element. First offering of overtime will be based on the seniority of the employee with the least number of hours. In the event an offer of overtime is declined, the employee will be credited with the amount of overtime offered. When scheduled for a specific amount of overtime but less time is worked (through no fault of the employee), the actual amount worked will be credited to the overtime roster, and to those employees who may have declined the overtime assignment. When an assignment is extended beyond that scheduled, the amount worked will be credited; however, those who decline will be charged only the amount that was scheduled to be worked. In the event an employee fails for any personal reason (sickness, etc.) to complete an overtime assignment in the amount scheduled, the amount scheduled will be credited to the employee. The employer will give employees as much advance notice as possible when overtime work is scheduled. Employees normally will be given a 1-day notice prior to the day of overtime, when overtime has been approved.

SECTION 2. Overtime rosters will be posted in a central location readily available for employees' review. Rosters in effect upon approval of the agreement will continue through 31 December. New rosters will be established on 1 January of each successive year of this Agreement, with all employees listed on the roster having zero hours.

SECTION 3. The employee will sign an availability sign-up sheet for overtime by noon Wednesday for that week's overtime to give management a better idea of which employees to ask or charge without having to ask everyone. Even though the employee signs for availability, that employee retains the right to decline the offer.

SECTION 4. Where overtime is required and can be scheduled in advance, the employee with high seniority and least amount of overtime hours will be given the opportunity to work Overtime. When an employee is on a different tour not allowing for equal overtime, the first available offer goes to the employee with high seniority and least hours.

SECTION 5. The Employer will make every reasonable effort to provide food service to employees through the Civilian Welfare Post Restaurant Fund Council when economically feasible as appropriate with particular consideration on service during night work and overtime periods.

SECTION 6. When an employee is called back to work, any unscheduled overtime work performed will be considered at least two hours in duration for overtime pay purposes. The Employer agrees that "call back" overtime will be limited to emergency situations and to the extent determined necessary to continue ongoing operations to accomplish essential mission requirements. These hours will not be charged.

SECTION 7. When work requirements require employees to stay over on a project, the employees working on the project receive the first offer irregardless of overtime hours. The remaining spaces will be filled by normal procedures. Employees will work or be charged on overtime roster, but will not be charged twice. In the event of mandatory overtime, the person working on the project originally should be the one to stay.

SECTION 8. In the event of a project which requires continuity, the person with low hours and high seniority who is presently working on that project shall be given the primary offer for overtime, with the other requirement(s) met by seniority with low amount of hours for overtime designated by the roster. (This is to maintain the project moving at a normal pace on straight time as well as overtime.)

SECTION 9. An employee away from his regularly assigned position (detail, temporary promotion, leave, light duty, etc.) will be credited with overtime that would have been offered had the employee been on duty in his/her permanently assigned position. Employees newly assigned, detailed, or promoted, will be credited with the highest amount of overtime that has been credited to employees where names are already on the overtime roster.

ARTICLE ELEVEN

HOLIDAYS

SECTION 1. Eligible employees shall be entitled to all holidays prescribed by law and any that may be later added by law, and all holidays designated by Executive Order shall be observed in accordance with provisions of Executive Order.

SECTION 2. Observance of holidays will be in accordance with Employee's published policy.

SECTION 3. Employees performing work on a holiday shall receive pay in accordance with that authorized by the Federal Personnel Manual.

SECTION 4. The Employer agrees that work performed on holidays will be kept to a minimum, consistent with efficiency and operating needs as determined by the Employer.

SECTION 5. Work to be performed on holidays will be assigned in the same manner as overtime work. Separate rosters will be established as needed to assign holiday work. Directed holiday work will be assigned in the same manner as directed overtime.

ARTICLE TWELVE

TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 1. The employer and the Union agree that training and development of employees within the unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

SECTION 2. The Union will be notified and consulted with of proposed employee training and development policies to be established within the administrative authority of the Employer. When changes in function, organization and mission are required, it shall be the responsibility of the Employer to determine and plan for training and retraining of employees, as appropriate.

SECTION 3. When positions requiring new techniques or abilities are established, the Employer will publicize job training opportunities in these areas and inform employees how to apply for this training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output. With respect to any training given for preparing an individual for promotion, or where special training is required for promotion, the recipient of such training shall be selected on a competitive basis.

SECTION 4. The employer will provide necessary on-the-job orientation training to assist a newly assigned employee.

SECTION 5. The Employer agrees to recommend approval of enrollment of employees' in-job-related correspondence courses at the expense of the Employer. Failure to successfully complete such courses could result in the employee being denied future courses.

SECTION 6. Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

ARTICLE THIRTEEN

SICK LEAVE

SECTION 1. Employees shall earn and be granted sick leave in accordance with applicable regulations and provisions of this agreement Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement; medical, dental or optical examination; or when confined because of exposure to a contagious disease.

SECTION 2. Requests for sick leave will be made in advance of scheduled appointment for medical, dental or optical treatment. Other sick leave absences will be reported by contacting the immediate supervisor or his designee within 2 hours after the start of the tour of duty. When persons designated are not available to be contacted, the employee will leave a message with the person accepting the call, providing the reasons for the absence and anticipated duration.

SECTION 3. An employee will not normally be required to furnish a doctor's certificate for absences of less than three consecutive working days; except where an employee is under a letter of instructions relating to sick leave. A doctor's certificate must be administratively acceptable to the depot.

a. The employer has the right to require an employee furnish a doctor's certificate for each absence which he claims was due to incapacitation for duty:

- (1) When sick for more than 3 consecutive workdays; or
- (2) When there is reasonable evidence the employee has abused sick leave. ·

SECTION 4. The Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually to determine whether or not this requirement is still necessary. Where such review reveals no reasonable evidence that the employee has abused sick leave privileges during the review period, the employee will be notified in writing and the written letter of instructions will be withdrawn.

ARTICLE FOURTEEN

ANNUAL LEAVE

SECTION 1. Employees shall earn annual leave in accordance with applicable laws and regulations.

SECTION 2. Annual leave for vacation purposes will be granted on the basis of service computation date seniority and employee's preference with the Employer reserving the right to schedule two-week increments. Deviations in schedules may be made where there is no interference with other employees concerned, the operation of the Depot, or in cases of emergency.

SECTION 3. The Employer agrees to assist employees in scheduling leave in an effort to avoid forfeiture of annual leave. To preclude forfeiture, where practicable, all leave to be used or forfeited within the year will be scheduled in writing before the beginning of the third pay period prior to the end of the year.

SECTION 4. It is agreed that no employee shall be called back from leave unless a need designated by the Employer arises and no other qualified employee within the organization is reasonably available to perform the required duties.

SECTION 5. The Union agrees to actively cooperate with management in an effort to preclude employee absences without leave.

ARTICLE FIFTEEN

ADMINISTRATIVE LEAVE

SECTION 1. Administrative leave shall be granted to employees for participation in such civic activities as civil defense drills, registering to vote, voting, and participation in conferences and conventions as provided by applicable regulations.

a. Tardiness. Employees are expected to report for work in time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to appropriate supervision. Infrequent tardiness of less than 15 minutes may be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave as determined by the supervisor.

b. Excused absence to donate blood will be granted in accordance with the Employer's published policy.

SECTION 2. Union Training. Excused absence, ordinarily not more than one workday within a calendar year for each steward, chief steward, and officer will be granted to attend Union-sponsored training when at least a ten-calendar day advance notice has been provided. Leave for attendance at Union-sponsored training will be limited to employees who are actively engaged in the labor-management process. This would include elected officials and employees designated by the Union as representatives who deal with supervisory officials (stewards/chief stewards).

SECTION 3. The closing of an activity for a brief period is within the administrative authority of the Employer. During any period of shutdown, management will apply the appropriate regulatory guidelines for either charging leave or excusing employees without charge to leave when emergency conditions arise.

ARTICLE SIXTEEN

LEAVE WITHOUT PAY

SECTION 1. Leave without pay (LWOP) will be granted in accordance with applicable laws and regulations.

SECTION 2. Employees of the unit who are selected to serve in the capacity of representatives or officers of the Union which require absence from work will be granted annual leave and/or leave without pay for a period of time not to exceed one year consistent with workload requirements and regulations. In no case will leave without pay exceed two (2) years. If any employee of the Union applies for and is granted leave without pay, the period of leave may not at any time thereafter be converted to annual or sick leave.

SECTION 3. Employees returning to duty from approved leaves of absences will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable laws and regulations.

SECTION 4. Employees on approved leave without pay status shall accrue the rights and privileges, including retirement benefits and coverage under Group Life Insurance and Federal Employees Health Benefits Program in accordance with applicable laws and regulations.

ARTICLE SEVENTEEN

TEMPORARY PROMOTIONS AND DETAILS

SECTION 1. A non-competitive temporary promotion will be made only during the absence of the incumbent of a position, to fill a vacancy pending permanent placement, to assume responsibilities of an increased work load for a limited period of time, or to participate in a special project which will last for a limited period. Temporary promotions in excess of 120 days will be accomplished under competitive procedures.

SECTION 2. Non-competitive temporary assignments to higher graded positions will be accomplished on a rotational basis, to the extent practicable, from among employees in the normal line of progression (at the next lower level) in the immediate organization who possess the required qualifications.

SECTION 3. All details will be made in conformity with appropriate laws and regulations. Competitive details to a higher graded position will be made initially not to exceed 120 days. Any extension beyond 120 days will be documented to show the OPM requirement have been met. Qualified employees will receive equitable consideration for selection to perform the same or lower graded duties on a temporary assignment basis.

SECTION 4. Employees temporarily assigned to perform duties of a higher graded position will be temporarily promoted when the assignment exceeds 30 days and the employee is qualified for the promotion. Competitive procedures will be used for temporary promotions exceeding 120 days.

ARTICLE EIGHTEEN

PROMOTIONS

SECTION 1. The local Merit Placement and Promotion Plan will govern promotions to positions in the bargaining unit. The Union and the Employer agree that the purposes of the local Merit Promotion Plan are to insure that employees are given full and fair consideration for advancement and to insure 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 2. Vacancy announcements will be published in the job information memorandum for all positions in the Unit above the in-hiring level, except positions filled by authorized exception to competitive procedures. Supervisors will make reasonable effort to ensure each employee receives a copy of each Job Information memorandum.

a. Normally, announcements will be open a minimum of 5 workdays and indicate a closing date. They may, however, remain open indefinitely at the option of the Civilian Personnel Officer or designee. If so, the closing date will be announced at least one week in advance.

b. Rating criteria will be developed to conform with established standards and regulations, using only factors directly related to job performance.

SECTION 3. Each employee considered for a position will be advised of the results of consideration, by the Civilian Personnel Office. This includes employees considered from Stopper Lists and those who file application for special consideration. The notification to ineligible candidates and to candidates ranked as “qualified” and “highly qualified” will be made at the earliest practicable date following the rating of their applications. Notification of “best qualified” candidates will be made following the selection of an employee from the Referral and Selection Register.

ARTICLE NINETEEN

DICIPLINARY AND ADVERSE ACTIONS

SECTION 1. Disciplinary and adverse actions against employees must be based on just cause, be consistent with applicable laws and regulations and be fair and equitable.

SECTION 2. Disciplinary Actions. Disciplinary actions which may be taken against employees include oral and written admonishments and warnings, written reprimands, and suspensions of fourteen (14) days or less.

SECTION 3. Adverse Actions. Adverse actions which may be taken against employees include:

- a. Removal;
- b. Suspension from more than 14 days;
- c. Reduction-in-grade or pay;
- d. Furlough for 30 days or less.

SECTION 4. Time Frames. The Employer will make a reasonable effort to assure that disciplinary or adverse actions are initiated promptly.

SECTION 5. When effecting suspensions or adverse actions, the employee will be informed in writing of the reasons for the proposed action and the right and time frames for replying to the proposed action. The employee will be issued a written decision on or before the effective date of an adverse action. The decision notice will include the applicable grievance/appeal rights. The regulations of Department of Army and Merit Systems Protection Board will determine the procedures to be followed for effecting adverse actions. A grievance concerning a suspension of 14 days or less must be filed within fifteen (15) days of the effective date at step 3 of the negotiated grievance procedure.

SECTION 6. When proposing formal disciplinary action, the Employer agrees to consider prior offense, as per case 42 FLRA#14. In the absence of a repeat offense, the entries on the SF-7B and/or records (except standard form SF-50's) will be deleted after two years.

SECTION 7. Upon request, the Employer will furnish the employee against whom a disciplinary or adverse action is proposed, or his designated representative, a copy of the material relied on to support the proposed action.

ARTICLE TWENTY

GRIEVANCE PROCEDURES

SECTION 1. The purpose of the Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. A grievance is defined as any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union or the Employer concerning:

(1) The effect or interpretation, or a claim of breach of this Agreement; or

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

SECTION 2. The Negotiated Grievance Procedure is the sole procedure available to employees in the bargaining unit for resolution of covered matters.

SECTION 3. The following matters are specifically excluded from consideration under the Negotiated Grievance Procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance
- c. A suspension or removal for National Security reasons.
- d. Any examination, certification or appointment
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Non-selection for promotion from a group of properly ranked and certified candidates.
- g. Termination of any employee during the probationary period.
- h. Equal Employment Opportunity complaints.
- i Matters appealable to the Merit Systems Protection Board (MSPB)

SECTION 4. Disputes over what is subject to the grievance procedures shall be referred to an arbitrator as a threshold issue in the related grievance

SECTION 5. To provide for the mutually satisfactory settlement of matters involving the interpretation or application of this agreement, the following procedures will be followed:

a. STEP 1. Each dispute or grievance shall be taken up by the aggrieved employee(s), the steward and the appropriate supervisor. The supervisor must give his/her answer to the grievance within five working days.

b. STEP 2. If no satisfactory settlement is reached between the aggrieved employee(s), the steward and supervisor, the grievance shall be reduced to writing on an appropriate form provided by the Union stating the exact nature of the grievance, date incident occurred and remedy sought. It shall be submitted by the Chief

Steward within five working dates to the next level of supervision. Upon receipt of a second step grievance, the supervisor(s) concerned, to include the Division Chief or designee, shall meet with the aggrieved employee(s), steward, and chief steward within five workdays after receiving the written grievance.

. The supervisor conducting the meeting will prepare a memorandum for record of the second step meeting. This memo for record will briefly summarize the grievance, the consideration accorded it, the conclusions reached and the course of action decided during the discussion. A copy of the memorandum will be furnished all parties concerned within 5 workdays after the discussion is completed. If no satisfactory settlement is reached in the second step, the Union may submit the written grievance on through channels to the Commander within 5 workdays following receipt of the memo for record of the second step meeting.

STEP 3. Upon receipt of a third step grievance, the Commander, or his designated representative(s) shall arrange to meet within five workdays, with the aggrieved employee(s), the steward, and the chief steward, in an effort to reach a satisfactory settlement of the grievance. The Commander or his designated representative will render a decision on the grievance within five workday following the third step meeting.

SECTION 6. If the grievance is not resolved in Step 3, either party may invoke arbitration of unresolved grievances within 15 calendar days following receipt of the third step decision.

SECTION 7. Normally a grievance will be taken up by the aggrieved employee(s) and the appropriate Union steward at the discretion of the aggrieved employee(s) with the appropriate supervisor(s) within 15 calendar days after the occurrence of the alleged violation or difference of opinion which prompted the grievance or after the aggrieved had knowledge of the existence of the situation.

SECTION 8. The Union will be entitled to have a representative present at any step of an employee grievance covered by this procedure. The employee may keep the steward out of the discussion with the supervisor only if the employee wants to talk about a personal problem not involving a complaint or grievance affecting the Union's rights.

SECTION 9. All time limits may be extended by mutual agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or employee to advance the grievance to the next step. Failure of the Union or employee to observe the stated or extended time limits shall constitute withdrawal of the grievance. The aggrieved (employee or Union) may withdraw the grievance at any time.

SECTION 10. When several employees have an identical grievance, the Union will call the employees together and request them to select one individual case for processing under this article. The Union agrees to encourage the processing of only one grievance in place of numerous identical grievances. The employees will be told that, if they agree, decision on the case selected will be binding on all other identical cases. If any employee refuses to participate in the agreement, his refusal shall not affect his right to process his grievance individually. This test case procedure is not applicable in any situation where individual differences exist or when evaluation of the individual qualifications of the aggrieved employees would be required to decide the issues.

ARTICLE TWENTY-ONE

ARBITRATION

SECTION 1. Within 10 workdays from the date of receipt of arbitration request, representatives of the Union and Management shall meet for the purpose of selecting an arbitrator. If agreement cannot be reached, either Union or Management will request the Federal Mediation and Conciliation Service to furnish a list of 5 impartial persons to act as arbitrators. The parties shall meet within three workdays after receipt of the list of arbitrators unless delay is mutually agreed upon. If they cannot mutually agree upon one of the listed arbitrators, the Union and Management will each strike one name from the list of five and shall then repeat the procedure. The remaining name shall be the duly selected arbitrator.

SECTION 2. The fee and expenses, if any, of the arbitrator shall be borne equally by the Employer and Union. However, any portion of expenses to be borne by the Employer shall not exceed limitations specified in appropriate regulations and in no case will the Union be obligated to pay any sum greater than paid by Employer. The arbitration hearing shall be held at a time and place determined by the arbitrator.

SECTION 3 The arbitrator will be requested by the parties to render his decision as quickly as possible but in any event no later than thirty (30) calendar days after the conclusion of the hearings unless the parties otherwise agree.

SECTION 4. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, in accordance with rules established by the Authority.

ARTICLE TWENTY-TWO

VOLUNTARY ALLOTMENT FOR PAYMENT OF DUES

SECTION 1. An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his pay to cover his regular dues for such membership provided that he meets all the following requirements:

- a. He regularly receives an established normal amount of pay on the regularly scheduled paydays and that such normal pay is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.
- b. he has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.
- c. The employee is included in the unit for which exclusive recognition has been granted.

SECTION 2. The Union will inform each of its members of the voluntary nature of the authorization for allotment of pay to cover dues and of the prescribed procedure for revoking it. The Union agrees to purchase and distribute to its members in good standing the prescribed authorization form, SF-1187, and to receive completed forms from members who want request allotment. The President or Financial Secretary of the Union is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing with the Union. He will then complete the required certification and submit the forms to the Finance and Accounting Office.

SECTION 3. The Finance and Accounting Officer will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has properly executed current allotment authorization. This amount has been established on the basis of the amount of regular dues (exclusive of initiation fees, assessments, back dues, fines, similar charges and fees). If the amount of regular dues changes, the Union will notify the Finance and Accounting Office in writing of the change. Only one (1) such change will be made in a period of twelve (12) consecutive months.

SECTION 4. The Finance and Accounting Officer will involuntarily terminate an allotment:

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

SECTION 5. Any employee may voluntarily revoke his/her allotment for the payments of dues by completing SF-1188, 'Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Dues,' and submitting this form directly to the Finance and Accounting Office.

- a. Such revocation may not be effective for a period of one year from the date the allotment was first made. If the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective on the first pay period beginning on or after September 1, provided the revocation is received in the Finance and Accounting Office at least 3 work days prior to September 1.

- b. A supply of SF-1188's will be maintained in the Finance and Accounting Office of the employer. An employee may request one of these forms personally or in writing from the Finance and Accounting office. The form will be released only upon proper request of an employee. These forms will not be stocked except in Finance and Accounting Office.

SECTION 6. Upon disbursement for each pay period, the Finance and Accounting Office will certify for payment the net amount withheld. The check will be made out and sent to International Brotherhood of Electrical Workers, Local 301, 114 Elm Street, P.O. Box 490, Nash, Texas 75569. The Finance and Accounting Office will submit with each remittance check an accurate listing of the employee member names and the amount withheld and from each. The list will also include a statement showing the total amount withheld and will be mailed to the Financial Secretary, Local 301, International Brotherhood of Electrical Workers.

ARTICLE TWENTY-THREE

SAFETY

SECTION 1. The Employer shall make reasonable efforts to provide and maintain safe working conditions and equipment, and the Union will cooperate to that end and encourage the employees to work in a safe manner. Employees will make every effort to perform their duties in compliance with commonly accepted safety practices and to use prescribed personnel protective equipment.

SECTION 2. The Union steward may discuss any safety problems and make recommendations to the Depot Safety Director through channels of line management. The Employer will give due consideration to the recommendations made by the Union representative, including the establishing of specifications for tools and safety equipment. It is recognized that certain occupational-related benefits are based on actual duties of the job. The Employer agrees to discuss issues of concerns, such as tools and equipment specific to the trade and when deemed appropriate, support sole source purchase.

SECTION 3. The Employer agrees to inform the appropriate Union steward on duty as soon as practicable of an accident that can reasonably be expected to result in loss of time.

SECTION 4. When there is reasonable cause to believe an assignment would involve an unsafe working condition, the employee may request a determination be made by appropriate safety and/or health personnel. Assignments that appear to involve imminent danger will be investigated immediately. If imminent danger is detected, the situation will be corrected before the work is performed.

SECTION 5. The Employer and the Union recognize TM 5-682 as a guide in the performance of assigned functions and agree to comply with all other current and future safety rules and regulations of Red River Army Depot, AMC, Department of the Army, and the National Electric Code relative to work assigned and performed by employees covered by this bargaining unit.

SECTION 6. The Employer agrees to furnish personal protective clothing and equipment in accordance with Department of Army Regulations. This is to include tinted eyeglasses as well as clear, when deemed appropriate; and, a most recent copy of TM5-682 and the National Electric Code Handbook for each bargaining unit employee.

SECTION 7. The Employees have the right to be provided with appropriate relief when affected by adverse weather and/or hot/cold working conditions.

ARTICLE TWENTY-FOUR

ENVIRONMENTAL PAY

SECTION 1. Since the payment of environmental Differential Pay depends on the specific situation at hand, the Employer agrees to investigate any situation which the Union determines warrants coverage under the approved payable categories designated by the Office of Personnel Management. Before such investigation, the employee and his/her Union representative will inform the immediate supervisor in writing of the title, location, nature of hazard and justification as to why this situation warrants special consideration.

SECTION 2. The parties will meet for the purpose of consulting on the issue within fifteen days from the date of receipt of Union's request. The Employer will render a decision, in writing, within fifteen days from the date of consultation.

SECTION 3. If the decision of the Employer is not acceptable to the Union the Union may request that the Employer submit the case through DA channels for resolution. The Employer will comply with this request in all cases.

ARTICLE TWENTY-FIVE

CHANGES IN JOB DESCRIPTION AND REQUIREMENTS

SECTION 1. The Employer will keep the Union advised of the significant reasons necessitating downgrading reclassification or changes in job descriptions affecting a significant number of employees within the bargaining unit. Such actions, when taken, will be according to applicable regulations and the Employer will discuss the same with the Union upon request. Since such actions are within the prerogative of Management, they will be taken as deemed appropriate by the Employer subject to employee's rights to challenge such action.

SECTION 2. The employee may, at any time, discuss with his/her supervisors his/her job descriptions or job requirements and may request Union representation. Employee may challenge and unsatisfactory decision through the appropriate appeal or grievance procedure.

SECTION 3. The Employer agrees that job descriptions will be written based upon the duties and responsibilities assigned to positions. Employees will be furnished a copy of their job description initially and as changes are made.

ARTICLE TWENTY-SIX

CIVIC RESPONSIBILITIES

The Union agrees to cooperate in and actively support all depot programs designed to promote safety, time and material savings, transportation savings, correction of delinquency and absenteeism, and participation in such civic programs as fund drives, savings bond drives, alcohol and drug abuse prevention and control program and blood donor programs. The Employer agrees that the principle of true voluntary giving to annual approved fund raising campaigns shall be upheld.

ARTICLE TWENTY-SEVEN

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and in promoting the full realization of equal employment opportunity through programs of affirmative action.

SECTION 2. An employee who believes he/she has been discriminated against may pursue his dissatisfaction through EEO complaint procedures. An EEO complaint of a discriminatory act or of the employee becoming aware of a discriminatory act, must be initiated within the time frames established by the Equal Employment Opportunity Commission (5 CFR 1614.105b.) An employee may have a personal representative of his/her choice, as provided by regulation, in pursuing an EEO complaint

SECTION 3. In considering a discrimination complaint, the Union will be permitted to attend discussions held by the Employer with an employee or employees to consider an employee's request for a remedy which affects general conditions of employment of unit employees.

ARTICLE TWENTY-EIGHT

PERFORMANCE APPRAISALS

SECTION 1. Each employee's performance will be evaluated fairly and objectively, in accordance with the Employer's published policy.

SECTION 2. Employees will be informed of the performance standards prior to the beginning of their performance rating period and advised of their major and critical elements. A copy of the performance standards will be provided the employee.

SECTION 3. The employee will be provided a copy of his/her official written performance appraisal. Dissatisfaction with an official appraisal may be pursued through the negotiated grievance procedure, beginning with Step 3 of that procedure.

ARTICLE TWENTY-NINE

DURATION AND CHANGES

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

SECTION 2. This Agreement is subject to reopening:

a. By mutual consent of the parties concerned;

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

SECTION 3. When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is effected.