

**AGREEMENT BETWEEN
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
IBEW LOCAL 2219
AND
US ARMY ENGINEER DISTRICT, FORT WORTH**

Preamble

This Agreement is made by and between the U.S. Army Corps of Engineers District, Fort Worth, hereinafter the "Employer", and the International Brotherhood of Electrical Workers (IBEW) Local 2219, hereinafter the "Union", and collectively referred to as the "Parties." It is the intent and purpose of the Parties to promote and improve the efficient and effective operation and maintenance of the Whitney Dam and Hydroelectric Power Plant and the health and well-being of its employees.

The following Articles constitute the entire Agreement, and there shall be no understandings, written or implied, other than those embodied in the Agreement. The Parties have had full opportunity to raise any and all issues during negotiations, and this Agreement represents the full terms and conditions by which the Parties agree to abide for its duration.

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Article 1 Recognition and Coverage

1.1. Employer recognizes that IBEW Local 2219 is the Exclusive Representative of all employees in the bargaining unit defined as all eligible Wage Board (WB) personnel employed at the Whitney Dam and Hydroelectric Power Plant, within the jurisdiction of the U.S. Army Corps of Engineers, Fort Worth District.

1.2. In the Administration of all matters covered by this Agreement, officials and employees are governed by laws, executive orders, and government-wide regulations of appropriate authorities, including the Code of Federal Regulations (CFR), and published agency policies and regulations in existence at the time the Agreement is approved.

1.3. In the administration of this Agreement, if any term of this Agreement conflicts with future government wide regulations, the Union will be officially notified, and in accordance with Article 19, the Union will be afforded the opportunity to negotiate the implementation of the new government-wide regulation.

Article 2 Definitions

2.1. Agency. Unless otherwise specified, agency refers to the Department of Defense or the Department of the Army.

2.2. Days. Unless otherwise expressly specified, days refer to calendar days.

2.3. Emergency. A temporary condition that poses a direct threat to human life or safety, serious damage to property, or serious disruption to the operations of an activity, as determined by the Employer. The Parties recognize that this definition does not limit the Employer's right under 5 U.S.C. § 7106 (a)(2)(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

2.4. Employee. Bargaining unit employees of the Whitney Dam and Hydroelectric Power Plant.

2.5. Formal Discussion. A discussion or meeting between one or more Employer representatives and one or more employees of the unit concerning any grievance, personnel policy, practice, or other general conditions of employment. This does not apply to discussions or meetings relating to operational matters.

2.6. Gender. Wherever a masculine pronoun is used in this Agreement to denote an employee or a supervisor, it refers to persons of both sexes.

2.7. Official Time. Duty time that is granted to employee Union representatives within the bargaining unit to perform Union representational activities, without charge to leave or loss of pay, when the employee would otherwise be in a duty status. Official time is considered to be hours of work. Official time also refers to other representational functions that the Parties have agreed to authorize under 5 U.S.C. § 7131(d).

2.8. Past Practice. A term used to describe worksite behavior that is consistently exercised for an extended period of time and followed by both Parties, or followed by one Party and not challenged by the other. The behavior must involve a condition of employment.

2.9. Representational Activities. Representational activities, include, but are not limited to, contract or mid-term negotiations, representation of employees who file a grievance, any representational appearance before the Federal Labor Relations Authority on behalf of the Union or an employee, or any Union representation on matters concerning working conditions, grievances, or general conditions of employment set forth in this Agreement.

Article 3 Employee Rights

3.1. All employees will be treated with fairness, dignity, mutual respect, and courtesy. The Employer agrees to work with the Union to resolve personnel issues and to promote good employee morale.

3.2. Employees 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. Employee

3.3. The Employer recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during duty time after making proper arrangements through Management. If the employee cannot be released at the time without unduly interrupting the work or jeopardizing the operations of the power plant, the Employer will advise the employee of a reasonable time to meet the Union representative. The Parties agree that an employee's duty schedule will not be changed solely to allow the employee to be in a duty status when meeting with a Union representative.

3.4. Employees have the right to present their views to Agency officials, Congress, the Inspector General, the Executive Branch, or other authorities without fear of penalty or reprisal. Notwithstanding this right, employees are encouraged to first discuss any matters of dissatisfaction or complaints through their chain of command.

3.5. When employees receive conflicting orders from Management officials in their chain of command, they shall follow the last order given by an authorized Management official as long as they advise the official who issued the latest order that there is a conflict with prior orders given.

3.6. Employees have a right to access their official personnel records or to receive copies of any information maintained in the supervisor's employee work folder specific to them. Per the Privacy Act and applicable rules and regulations, access to files relating to a specific employee will be limited to authorized personnel.

3.7. Authorized personal lockers and one locking desk drawer per employee will not be searched without just cause.

3.8. Employees have a right to know the general purpose of meetings to which they are called by the Employer.

3.9. Employees will be made aware during any meeting when they are being audio-recorded and/or video-recorded by the Employer.

Article 4 Union Rights and Representation

4.1. The Union is entitled to act for, and represent the interests of, all employees in the bargaining unit. The Union President will furnish the Operations Project Manager a complete and current list of officers and stewards. A list of officers will be submitted upon their election; the stewards, upon their designation or change in designation. Only those officers, representatives, and/or stewards who have been so designated by the Local will be recognized by the Employer.

4.2. The Union has the right to information and data as defined by 5 U.S.C. § 7114(b)(4).

4.3. The Union will be given the opportunity to be represented at any formal discussion with the Employer. The Union will be provided advance notice of the meeting and be given general purpose information.

4.4. Management will introduce employees new to the bargaining unit to their respective Union Steward.

4.5. Upon 30 days' advance written notice to Management, the Union may request to conduct one membership drive each calendar year at the location provided by Management, and it may extend for up to eight days' duration during the year. The membership drive will be conducted in non-work areas or in the conference center/visitor center upon mutual agreement by Management and only during non-duty hours of employees. Employees soliciting or being solicited for membership must be in a non-duty status.

4.6. Representational activities, in person or by telephone, conducted during duty hours and time, will be drawn from the official time bank. No Union representative will be required to be his own representative. The Union President, or an authorized alternate, may assign a steward from another bargaining unit on a case-by-case basis; but all associated costs and time for such representation will be borne by the Union.

4.7. The official Union Representative or alternate will be allowed official time to transact representational activities within the bargaining unit as provided in this Agreement.

Article 5 Employer Rights and Responsibilities

5.1. The Employer retains the following rights in accordance with PL 95-454 (5 U.S.C. § 7106):

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

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

(2) in accordance with applicable laws -

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

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

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

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

(ii) any other appropriate source; and

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

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

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

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

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

Article 6 Official Time

6.1. The use of official time by any Union representative within the bargaining unit will be requested in advance and approved by his supervisor prior to leaving the work site to perform a representation activity. The Union representative will also indicate the type of representational activity to be conducted and the length of time he anticipates being away from his work area. If additional time is required after departing the work area, the Union representative will contact the supervisor and obtain permission to use additional official time. If the supervisor determines that the Union representative's presence is necessary to meet mission needs of the Employer and denies the request for official time, the supervisor will provide an alternate time when the official time will be granted. Approval for official time requests will not normally be deferred for more than one workday, unless a plant outage, emergency situation, or other extenuating circumstance exists. The Union representative will complete the Official Time Request form at Appendix A and provide it to the designated individual.

6.2. Official Time Bank. A bank of 120 hours will be available each calendar year to conduct all representational duties, except for those activities described in section 6.3 of this article. Any remaining balance in the bank of hours will not carry over to the next calendar year.

6.3. Employees designated within the bargaining unit by the Union President will be provided a reasonable amount of official time for participation in the following activities. These activities are not subject to the Official Time Bank hours.

a. To attend any phase of Federal Labor Relations Authority (FLRA) proceedings required by the FLRA;

- b. To serve as a Union representative in contract or implementation and impact negotiations;
- c. To attend meetings requested by Management; Union-requested meetings are subject to Official Time Bank hours.
- d. To serve on designated Fort Worth District committees in official Union capacity;
- e. To attend or participate in contract administration training;
- f. To participate in annual safety inspections.
- g. To participate as a Union representative or as a witness in arbitration hearings.

6.4. The Agency agrees to consider additional requests for official time if the hours in the bank are depleted prior to the end of the calendar year. The official time bank will be increased 30 hours for each employee added to the current bargaining unit of four members.

Article 7 In Lieu of Holidays

7.1. If a holiday falls on an employee's non-workday (except Sunday), the employee's preceding workday will be designated as the "in lieu of holiday. However, if the holiday falls on Sunday, the next workday will be designated as the "in lieu of holiday. Management may designate a different "in lieu of holiday for its employees if it determines that a different "in lieu of holiday is necessary to prevent an "adverse agency impact."

Article 8 Hours of Work

8.1. Each employee's normal workweek will consist of four (4) consecutive ten (10)-hour days with a daily thirty (30)-minute lunch break. The basic 40-hour workweek will be scheduled on Monday through Thursday, unless Management determines a change in tour of duty is necessary to complete work requirements. If an employee is required by Management to work through their 30-minute lunch break and the employee is unable to take a meal break that day, he will be entitled to overtime or other compensation, as appropriate, for any time worked beyond the 10-hour basic workday requirement.

8.2. Under normal circumstances, assignment to tours of duty or changes to such tours will be established in advance of the administrative workweek. The Employer will give a minimum of 14 days advanced notice, except when Management determines that it would be seriously handicapped in carrying out its functions or that its costs would be significantly increased.

Article 9 Standby Status

9.1. Any employee who is required by Management to remain on the Employer's premises or so close thereto that he cannot use the time effectively for his own purposes is considered to be on standby duty and will be paid

in accordance with applicable regulations.

Article 10 Rest Period

10.1. When an employee is required to extend his workday to the extent that it would prohibit the employee from getting 8-10 hours rest before the start of his next scheduled tour of duty, the Employer may modify the work schedule to allow the employee 8-10 hours off before the start of his next shift, to the extent that this modification does not impact mission accomplishment.

Article 11 Leave

11.1. Administration of all leave will be in accordance with applicable laws and SWD regulation 690-1-130.

Article 12 Overtime

12.1. Overtime assignments will be divided as equally as practicable among those qualified for the work. If an employee is not available or declines to work overtime, the supervisor may find another qualified employee who is available to work the overtime; however, employees are required to work overtime unless excused by the supervisor. A record showing overtime worked or offered and declined will be maintained by the Employer for each employee on a cumulative basis.

12.2. If an employee is required to return to the place of employment for unscheduled overtime work (i.e., call out or call back) or to work unscheduled overtime on a nonscheduled workday, a minimum of two (2) hours or the actual number of hours worked, whichever is greater, will be paid. The actual time worked will be recorded.

12.3. The Employer will give first consideration to Whitney Power Plant staff to perform overtime work for restoration of plant operations, response to security alarms, repairs to power plant/switchyard/dam equipment, operation of power plant/switchyard equipment and operation of tainter/slucice gates.

Article 13 Training

13.1. 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.

13.2. 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.

13.3. If new duties are required within an existing position, Management will provide job training opportunities to employees. Through the individual development plan (IDP) process, employees may propose training they would like to take. Management will review the employees' proposals and discuss their career plans on an annual basis through the IDP process.

13.4. The Employer will provide necessary on-the-job orientation training to assist a newly assigned employee.

13.5. Each employee shall receive fair consideration to participate in training relevant to his current job position and consistent with the needs of the Employer.

Article 14 Appraisals and Awards

14.1. All employees will be given reasonable opportunity to achieve the performance standards of their critical elements. Such standards will be applied objectively, fairly, and equitably.

14.2. It is recognized that the right to grant or not to grant a performance award belongs to the Employer. It is also recognized that the Employer is obligated to ensure that the opportunity to earn awards is provided in a fair manner. Management will provide to the Union President a report on employee ratings and awards upon request. The Union understands that any documents containing information protected by the Privacy Act of 1974 and/or 5 CFR Part 297 cannot be released to the union or may only be released after such information has first been sanitized.

14.3. All awards will be in compliance with applicable laws and regulations;

Article 15 Disciplinary Actions

15.1. Disciplinary actions fall into two categories: informal, such as written warnings or oral counselings, and formal, such as letters of reprimand, suspensions, change to lower grade and removals.

15.2. Disciplinary and adverse actions will be ministered in accordance with applicable laws and regulations. A proposal letter is not issued for letters of reprimand.

15.3. Employees have the right to Union representation at any examination of that employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary or adverse action against the employee and if the employee requests said representation.

Article 16 Grievance Resolution Procedure

16.1. The Employer and the Union recognize the importance of settling disputes, disagreements, and misunderstandings promptly, and will endeavor to do so at the lowest level of supervision.

16.2. Grievance means any complaint:-

a. by any employee of the bargaining unit concerning any matter relating to the employment of the employee;

b. by any labor organization concerning any matter relating to the employment of any employee in the bargaining unit; or

c. by any employee, labor organization, or agency concerning-

(1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

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

16.3. This grievance procedure shall be the exclusive procedure available to employees of the bargaining unit for resolving grievances described in Section 16.2.

16.4. The following matters are specifically excluded from the coverage of this Article:

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 under 5 U.S.C. § 7432;

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 from a properly constituted referral list or certificate of candidates;

g. A preliminary warning or proposal of an action which, if effected, would be covered under this grievance procedure or under a statutory appeals procedure;

h. Non-adoption of a suggestion, or non-selection for performance awards, or any other kind of honorary or discretionary award;

i. Notices of proposed disciplinary actions;

j. Content of performance standards and responsibilities.

k. Separation of probationary employees.

16.5. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance or adverse action may, at his option, raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. Grievances under this section are excluded from the informal grievance process and will be initiated under the formal grievance steps. Grievances under this section shall be filed within ten (10) workdays of the date of the decision or from the date of the incident or dispute.

16.6. For the purposes of this section and pursuant to Section 7121(e)(1) of the Federal Service Labor Management Relations Statute, an employee shall be deemed to have exercised his option only when the

employee files a timely notice of appeal under the appellate procedure or files a timely grievance, in writing, under the negotiated grievance procedure.

16.7. Issues or disputes concerning any matter relating to the employment of an employee must be discussed informally with the employee's supervisor prior to filing a formal grievance. If the substance of the dissatisfaction concerns the employee's supervisor or an action, directive or decision made at a level other than the first-line Management official, the Parties may agree to initiate the grievance with the next level Management official or with another Management official with authority to settle the grievance.

16.8. The aggrieved employee or his representative will present the formal grievance in writing to the appropriate official using the form at Appendix B. Grievance steps are as follows:

Step 1. Grievances must be presented within ten (10) working days from the date the employee knew or should have known of the occurrence of the matter giving rise to the grievance. A grievance concerning dissatisfaction with continuing conditions may be presented at any time. The supervisor will give his written decision within eight (8) working days after the receipt of the grievance.

Step 2. If the matter is not satisfactorily settled in Step 1, the grievant may, within five (5) working days after receipt of the Step 1 decision, submit the matter in writing to the next higher appropriate supervisor. The appropriate supervisor shall give the Union representative a written answer within eight (8) working days.

Step 3. If the grievance is not settled at Step 2, above, the grievant may, within five (5) working days, forward the grievance to the Deputy District Commander for further consideration. The Deputy District Commander will consider the grievance and give his written decision within eight (8) working days after receipt of the grievance.

Step 4. If the grievance is not settled at Step 3, above, the grievant may, within five (5) working days, forward the grievance to the District Commander for further consideration. The District Commander will consider the grievance and give his written decision within eight (8) working days after receipt of the grievance.

Step 5. If the grievance is not satisfactorily settled at Step 4, the Union may refer the matter to arbitration. All time limits in this Article may be extended by mutual consent. Failure of the Employer to observe the time limits shall entitle the Union to advance the grievance to the next step. Failure of the Union to observe the time limits shall constitute termination of the grievance.

16.9. Reasonable duty time will be allowed for employees to participate in the activities necessary to process their individual complaints or grievances. The use of duty time will be requested in advance and approved by the supervisor prior to leaving the work site to obtain Union representation.

16.10. Nothing in this Agreement shall be interpreted to require the Union to process a grievance under this procedure or to continue to process it at any time if the Union considers the grievance to be invalid and without merit.

16.11. Failure of the aggrieved employee or the Union to attend scheduled grievance meetings will result in rejection of the grievance unless the failure to appear is due to circumstances beyond the control of the employee or the Union or as a result of emergency situations.

16.12. Disputes on the ability to grieve or to arbitrate an issue shall be resolved in accordance with the

provisions of this Agreement. Any rejection of a grievance on the grounds that it is not a matter subject to the grievance procedure shall be executed at Step 4. Disputes over the ability to grieve or arbitrate a specific issue which are not settled at Step 4 will be referred to arbitration as a threshold issue in the related grievance.

Article 17 Arbitration

17.1. If the Employer and the Union fail to settle any grievance processed under the negotiated procedure, such grievance, upon written request by either the Employer or the Union within thirty (30) days after issuance of the final decision, may be submitted for arbitration. The Party invoking arbitration must serve written notice to the other Party within this thirty- (30) day period. When mutually agreed upon, the Parties will use grievance mediation prior to arbitration.

17.2. Within fourteen (14) days from the date of receipt of an arbitration notice, the Parties shall meet to agree on the selection of an arbitrator. If agreement cannot be reached within five days of the meeting, either Party may request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The Parties will meet within three (3) workdays after the receipt of the list to discuss the selection of an arbitrator. If the Parties cannot mutually agree upon one of the listed arbitrators, then the Agency and the Union will alternate in each striking the name of one of the arbitrators from the list until four names have been stricken. The Party to strike first will be determined by the flip of a coin. The remaining name on the arbitrators' list shall be the duly selected arbitrator.

17.3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event that any of the following occurs:

- a. Either Party refuses to participate in the selection of an arbitrator; or
- b. Upon inaction or undue delay on the part of either Party.

17.4. If the Parties fail to agree on a joint submission of the issue for arbitration, each may submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

17.5. The arbitrator's fee and expense of the arbitration will be split 50/50. The arbitration hearing will be held, if possible, on the Employer's premises during the normal work week of Monday through Friday.

17.6. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing, unless the Parties mutually agree to extend the time limit.

17.7. The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to the award with the Federal Labor Relations Authority as prescribed by the Authority and 5 U.S.C. §7122. The filing of an exception is just basis for delaying implementation of the award until the exception is acted upon by the Authority.

17.8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

17.9. An arbitrator may hear arguments regarding both the ability to arbitrate where necessary, and the merits of the case, at the same hearing. However, the Parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

17.10. Each Party will decide who its representative will be under this Article.

Article 18 Safety and Health

18.1. The Employer and the Union agree to comply with and promote safe working conditions in accordance with all applicable safety requirements.

18.2. If a safety committee is established at the regional project office and an on-site safety steward has been designated by the Union, he will be offered a seat on the safety committee.

18.3. Position Hazard Analysis (PHA) will be jointly developed and reviewed per Engineer Manual (EM) 385-1-1 by employees and their supervisor or team leader.

18.4. All personal protective equipment (PPE), training in usages, and cost associated with the use, maintenance and inspection of PPE will be furnished and paid by the Employer. Prescription safety glasses may be purchased for employees in accordance with Department of Army (DA) Pamphlet 40-506. The frames and lenses purchased will be the employee's choice as long as that choice is reasonable and conforms to ANSI Z87.1. Multifocal lenses may be part of a prescription safety glasses purchase. On an annual basis, one pair of protective footwear that conforms to ASTM F2412 and F2413 and of the employee's choice will be purchased for employees covered by this Agreement. The Employer will determine a reasonable amount of funding available for the purchase of PPE. If during the normal course of duties PPE becomes ineffective or otherwise unusable for its intended purpose replacement PPE will be authorized.

18.5. The Employer and employees will comply with all applicable regulatory and statutory requirements in all health surveillance programs. All employees are subject to mandatory random drug testing under Army Regulation AR 600-85.

18.6. When an employee is injured at work, he will report the injury immediately to his supervisor if it is possible for him to do so. The supervisor will provide the necessary forms and reporting guidance to the employee when notified of the injury, in accordance with applicable regulatory or statutory requirements.

Article 19 Matters Appropriate for Consultation and Negotiation

19.1. The Employer agrees to negotiate personnel policies, practices, procedures and other matters affecting working conditions of employees in the bargaining unit which are within the control of the Employer. However, the obligation to meet and confer does not include non-negotiable matters with respect to the mission of the Employer; its budget; its organization; the number of employees; the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or tour of duty; the technology of performing its work; or its internal security practices.

19.2. The Employer further agrees to inform the Union in writing of decisions to or changes in personnel

policies, practices, procedures and other matters affecting working conditions of employees at least twenty (20) days prior to proposed effective date of implementation, except in emergency situations. The Union will furnish a letter of any intent to negotiate within ten (10) days after receipt of notification. The Employer will furnish the Union one copy of any written materials relevant to the decision or change. The Union will furnish written proposals on the matters about which it wishes to bargain within ten (10) days from the date the Employer receives the Union's notice of intent to negotiate. Failure of the Union to submit proposals, to request additional time to submit proposals, or to request information on the intended change within the ten (10)-day time period will be considered a waiver of the Union's right to bargain and the Employer may proceed with implementing the change.

Article 20 Union Facilities and Services

20.1. Upon written request and approval, the Employer will provide space as available for the Union to hold meetings.

20.2. The Union is authorized the use of specified Employer computers, telephones, fax, and copier machines, internal mail and email for the performance of representational duties. The supervising Management representative will designate the equipment available for use. Specified Employer equipment will be limited to use during normal duty hours and only by bargaining unit employees designated as Union representatives.

20.3. The Employer will provide a bulletin board for posting Union notices and information.

Article 21 Automatic Dues Withholding

21.1. The Employer will not charge a service fee for dues withholding.

21.2. The Union and the Employer agree that any eligible employee may authorize an allotment of pay for the payment of dues for membership, provided:

a. The employee continues his employment in the bargaining unit for which exclusive recognition has been granted to the Union;

b. The employee has voluntarily submitted a request for such allotment of pay; and

c. The employee receives sufficient net salary each pay period to cover the allotment after other legal and required deductions have been made.

21.3. The Union agrees that it will be responsible for procuring the prescribed allotment form (Standard Form (SF) 1187); distributing the form to its members; certifying the amount of its dues; informing and educating its members on the program for allotments for payments of dues; and the uses and availability of the required form. The Union agrees that it will conduct these activities in employee non-work areas and during their non-duty times.

21.4. An Officer of the Union will receive the forms from members who request an allotment, will complete

Section A of the authorization forms, and submit them to the Southwestern Division Civilian Personnel Advisory Center (CPAC), Room 2A14, 819 Taylor Street, Fort Worth, Texas 76102-0300. The CPAC will forward the SF 1187 to the Customer Support Representatives Office (CSRO) as soon as possible after receipt.

21.5. Dues withheld for each member in the Union will be equivalent to one hour's regular pay per month deducted biweekly, and wiUbe for dues only. No other deductions are authorized. Changes in the amount of dues to be deducted will not be made more than twice every twelve (12) months. The Union will notify the CSRO through the CPAC of the new amount and the effective date.

21.6. The dues will be remitted to the banking facility of the Union after the completion of each biweekly pay period. The Union is responsible for providing banking information to the appropriate agency official. Each remittance will be accompanied by a statement containing the following information:

- a. Identification of the installation, and bargaining unit code;
- b. Pay period date;
- c. Identification of the Union;
- d. Names of members in alphabetical order for whom deductions were made and amount of each deduction;
- e. Total amount withheld each pay period; and
- f. Net amount remitted.

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21.7. An employee may at any time submit a revocation of his allotment. The revocation will be effective at the beginning of the first pay period following the anniversary date of the employee's signed dues withholding (SF 1187). The revocation shall be made on an SF 188. It is the employee's responsibility to submit his written revocation directly to the CSRO on a timely basis with a copy to the Union.

21.8 The Union will notify the CSRO, in writing, within seven (7) calendar days when an employee with a current allotment ceases to be a member in good standing. The CSRO will terminate the allotment upon receipt of the information.

21.9. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; when this Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended or expelled from the labor organization.

Article 22 Duration and Changes

22.1. This Agreement will remain in full force and effect for a period of three (3) years from the date of approval by the Agency. Either Party may give written notice to the other, not more than 90 days prior to the three- (3) year expiration date, of their desire to renegotiate this Agreement.

22.2. The Agreement will automatically renew after the third year of the anniversary approval date in one (1) year periods unless either party gives the other party written notice of its intention to renegotiate this Agreement. The notice must be provided no less than sixty (60) days prior to the annual renewal date. Negotiations will begin no later than thirty (30) days after the other Party has received notification of the Party's intent to renegotiate. If renegotiation of the Agreement is in progress but not completed upon the expiration date of this Agreement, this Agreement will remain in full force and effect during renegotiation until such time as a new Agreement is approved.

22.3. The Agreement may otherwise be amended or supplemented only upon mutual agreement of the parties to do so. Each request for such proposed supplement or amendment must be submitted in writing, and must be accompanied in writing by the reason for the need or desirability for such changes. Within forty (40) days after the mutual agreement to negotiate an amendment or to supplement the basic Agreement and upon mutual agreement to negotiate such amendment or supplement, the negotiating teams shall meet for such purpose. The amendment or supplement ultimately agreed upon shall be effective upon the date signed by the parties, subject to agency-head approval.

22.4. The following ground rules will apply to all negotiations.

a. Employee Union negotiators will be allowed official time as provided in Article 2 - Definitions and Article 6 - Official Time.

b. The Union may have the same number of negotiators as the Employer. The Union may have a national officer, council officer, or legal representative at these proceedings as negotiators or technical advisors. The Employer will be informed in advance if a legal representative or national officer will be a participant in negotiations. Costs associated for these Union officials will be borne solely by the Union.

c. Negotiations will take place at a location provided by the Employer and will be held Monday through Friday, 08:00 am - 4:30 pm.

d. The ground rules in Section 22.4 may be changed by mutual agreement of the Parties.