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PREAMBLE

Pursuant to the policy set forth in Public Law 95-454, this agreement is made by and between the Blue Grass Army Depot, Richmond, Kentucky, hereinafter referred to as the Employer, and Fort Estill Lodge 859, International Association of Machinists and Aerospace Workers, AFL-CIO, located at Richmond, Kentucky, hereinafter referred to as the Union.

WITNESSETH:

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

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

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

WHEREAS subject to law and the paramount requirements of public service, effective labor management relations within the Federal service require a clear statement of the respective rights and obligations of labor organizations and agency management.

NOW, THEREFORE, the parties agree hereto as follows:

ARTICLE 1 EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer recognizes the Union, Local Lodge 859, IAM&AW, as the Exclusive Bargaining Representative for all employees in the Unit known as:

- a. The Industrial Supply Unit, consisting of all nonsupervisory Federal Wage System employees, including apprentices, of the Blue Grass Army Depot; and
- b. Non-supervisory General Schedule employees, including Guards, Police Officers and Quality Assurance Specialists and Quality Assurance Interns, at Blue Grass Army Depot.

Section 2. The Union, as the Exclusive Representative of the employees in the Unit, recognizes the responsibility of representing the interests of all employees in the Unit

without regard to race, color, creed, sex, age, national origin or physical or mental handicap without regard to employee organization membership with respect to grievances, personnel policies, practices, procedures, and other matters affecting the morale and general working conditions of said employees in the Unit.

Section 3. The provisions of this Agreement shall be binding on any additional operations directed by the Commander which constitutes an expansion or contraction of the Bargaining Unit as described in this Agreement and during the life of this Agreement.

Section 4. The words his or her, and other like words using gender, are used throughout this agreement. In recognition of this fact, whenever a pronoun indicating gender is used, it is understood to mean employees of either sex.

ARTICLE 2 **CONTRACT CHANGES AND DURATIONS**

Section 1. It is agreed and understood that personnel policies, practices, **or** matters affecting working conditions are matters appropriate for negotiations between the parties. In this regard, the Employer agrees that all current and existing personnel policies, practices **or** matters affecting working conditions will remain in full force and effect throughout the life of the Agreement, unless changed through the negotiation process as specified in Section 2.

Section 2. The Employer shall be vested with the authority to make changes in personnel policies, practices and matters affecting working conditions subject to negotiations as outlined in this article. The provisions of this Agreement shall apply and remain in full force and effect pending the ratification of changes by Local 859 and approved by the Agency and executed by the Commander.

Section 3. This Agreement shall be recognized as a "living document" between the parties. In this regard the Employer and the Union recognize the mutual benefit of keeping an open line of communications and agree to consult with each other on matters of concern which may arise during the life of this Agreement.

Section 4. For purposes of this Agreement, "meet and confer" is defined as negotiations concerning any personnel policies, practices, and matters affecting working conditions of employees in the Unit, which are within the discretion of the Employer. It is agreed, in the absence of bona fide emergencies, that such meeting and conferring shall occur prior to implementation of any personnel policies, practices, and matters affecting working conditions of employees within the Unit.

Section 5. This Agreement as executed by the parties shall remain in full force and effect for a period of three years from the date of approval in accordance with 5 USC, Section 7114. This Agreement shall automatically be renewed for **a** yearly period, thereafter, unless either party gives written notice to the other ninety (90) to sixty (60) calendar days prior to the anniversary date of the Agreement of any subsequent anniversary date for any yearly period, for which the Agreement is extended, of its desire to effect changes herein by amendment. The Employer and the Union agree that in those cases where notice is

served prior to the anniversary date to effect changes in the terms of the Agreement, that negotiations shall commence within fifteen (15) calendar days after receipt of such notice by either party to the other. This Agreement shall automatically be extended pending the renegotiation of any new agreement or modifications to the existing Agreement.

Section 6. This Agreement, except for duration period as specified in Section 5 above, is subject to opening only as follows:

a. Amendments may be required because of mandatory changes made in applicable laws, and regulations after the effective date of this Agreement or as provided in Article 2. In such event, the parties will meet for the purpose of negotiating such language that will meet the requirements of such changes. Such amendments as agreed to will be duly executed by the parties and become effective on the date of approval in accordance with 5 USC Section 7114.

b. It may be opened for amendments by the mutual consent of both parties at any time after it has been in force and effect for at least six (6) months. Requests for such amendments by either party must be in writing and must include a summary of the amendments proposed. The parties shall meet within fifteen (15) calendar days after receipt of such notice to discuss the matter(s) involved in such request. If the parties agree that opening is warranted on any such matter(s) they shall proceed to negotiate on amendments to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to will be duly executed by the parties.

c. Wherein negotiations take place in accordance with Article 2, the Employer agrees to give the Union a minimum of fifteen (15) days notice of such changes by submitting all proposals to the Union to be considered. The Union has seven calendar days to affirmatively respond to the proposed change and to seek clarifications and/or request a meeting. A failure to request a meeting within the designated time will waive any objections to the proposed change. If a meeting is requested in writing by the Union within the seven day period, then the parties agree to meet following the fifteen days for the purpose of conducting the negotiations.

Negotiations shall be carried out in the same manner as are conducted during regular negotiations with both sides entitled to the use of all procedures available to them such as mediation and Impasses Panel Services. The Employer agrees that the provisions of this Agreement shall remain in full force and effect until such time as Agreement is reached on those changes. When the negotiations cover policies, practices or matters affecting working conditions that are not contained in this Agreement, those policies, practices or matters affecting working conditions shall not be implemented until such time as Agreement is reached or finalized by the procedures available to the parties.

d. Immediately following the negotiations provided for in Article 2, the Employer agrees to reproduce the agreed upon language and provide copies to the Union and the employees.

Section 7. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms of the Agreement shall be made unilaterally by the Employer or by any employee or group of employees with the Employer and in no case shall any, agreement or understanding be binding upon the parties hereto unless such agreement or understanding is executed in writing; by the President of the Lodge and the Commander. Amendments executed in accordance with Section 2 above will be binding for the duration of the Agreement; understandings executed under this section may be terminated at will by either party.

Section 8. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and considerations herein described.

ARTICLE 3 RELATION OF THE AGREEMENT TO LAW AND REGULATION

Section 1. It is agreed and understood by the Employer and the Union that this Agreement, after its approval by the Agency and ratification by the Union, shall be binding and have the full force and effect accorded it by law. (Public Law 95-454)

Section 2. It is further agreed and understood that rules and regulations other than laws and government-wide regulations, issued subsequent to the date that this Agreement is approved by, the Agency and ratified by the Union shall not take precedence over this Agreement, unless it has been established that a compelling need for such rules or regulations exist. Such rules or regulations shall not operate to nullify, circumvent, or otherwise abrogate any terms or conditions negotiated in this Agreement.

ARTICLE 4 RIGHTS OF EMPLOYER

Section 1. The following requirements are applicable to this Agreement and to all supplemental, implementing, subsidiary, or informal agreements by and between the Employer and the Union.

a. Management officials of the Depot retain the right to:

- (1) Determine the mission, budget, organization, number of employees, and internal security practices of the agency; and in accordance with applicable laws:
 - (a) hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

- (b) assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (2) With respect to filling positions, to make selections for appointments from:
 - (a) among properly ranked and certified candidates for promotions;
 - (b) any other appropriate source; and
 - (3) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section shall preclude the parties from negotiating:
- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 - (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
 - (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 2. The right to make rules and regulations in all matters other than personnel policies, practices and matters affecting working conditions and/or matters appropriate for negotiations in accordance with Public Law 95-454, shall be an acknowledged function of the Employer. The Employer further recognizes its obligation to negotiate over the implementation and impact of any mandatory rule or regulation having an effect on the bargaining unit.

ARTICLE 5 RIGHTS OF EMPLOYEES

The Employer and the Union agree that employees shall have, and shall be protected in the exercise of, the right freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. Except as expressly provided hereinafter, the freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authorities. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights described in the

Article, and that no interference, restraint, coercion or discrimination is practiced within the depot to encourage or discourage membership in any employee organization. Further, the Employer will apply the provisions of this Agreement fairly and equitably to all employees of the Unit.

ARTICLE 6 **RIGHTS OF UNION**

Section 1. As exclusive representative of the employees in the bargaining unit, the Union is entitled to act for and to negotiate agreements covering all employees in the Unit without discrimination and without regard to Union Membership. The Union shall be given the opportunity to be represented at all formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

Section 2. The Employer agrees to meet at reasonable times and confer in good faith with respect to personnel policies and practices and all matters affecting working conditions. When such occasions arise, the Employer will give reasonable advance notice of meetings. On requesting consultation or discussions, the Union agrees to give reasonable advance notice of the desire to meet. Every effort will be made to resolve the matters involved as expeditiously as possible. It is understood to be an obligation that such meetings, conferences, consultations, or negotiations shall be carried out in good faith, as shall all agreements or decisions arrived at as a result of such meetings.

Section 3. The Employer will keep records of meetings between management officials and the Union, indicating dates, those in attendance, subjects discussed, and decisions reached, unless the parties mutually agree that a formal record of the meeting is not necessary. Where records of meetings, other than grievance step meetings, are determined necessary by either party, the Employer will prepare a summary record of such meetings, and furnish a copy to the Union within five (5) working days of said meeting. Further, prior to finalizing the contents of new written procedures which pertain to actions, decisions, or changes in policy or procedures, affecting general working conditions or personnel in the bargaining unit, a copy of the proposed language will be furnished to the Union President so that the Union may have the opportunity to offer comment, if it so desires. Written decisions pertaining to grievances processed under Article 20, Section 6, Steps 1, 2, and 3, will be routed through the Union President.

ARTICLE 7 **UNION REPRESENTATION**

Section 1. The Employer agrees to recognize five (5) Chief Stewards. It is further agreed that the number of Stewards shall not be more than 15 with 5 alternates. When personnel changes increase the demand for additional Stewards to cover these areas, the parties agree to meet and renegotiate these arrangements. No person who has been denied security clearance or whose security clearance has been revoked or suspended will be appointed or act as Shop Steward. All areas of the bargaining unit will be divided into

sections by the Union for representational purposes. The Union will designate one Steward for each of these sections from among the employees regularly assigned to those sections.

Section 2. The Union Stewards shall be employees of the Unit. The Union shall supply to the Employer in writing and shall maintain on a current basis, a complete list of all authorized Stewards and Chief Stewards, together with the designation of the Shop or designated work area each is authorized to represent. The President of the Union, or his authorized representative may appoint a Chief Steward in another area. Notification of such temporary appointment shall be made by telephone to the Civilian Personnel Advisory Center or the Commander, BGAD.

Section 3. The Employer agrees to recognize the officers and duly designated representatives of the Union and shall be kept advised in writing by the Union of the names of its Officers and representatives.

Section 4. The Employer agrees to recognize the President of the Local Lodge 859 as Chairman of the Shop Committee designated by the Union. In the temporary absence of a Chief Steward because of reasons such as taking leave and additional duty away from the Depot, the Chairman of the Committee will serve as a substitute for Chief Steward. In addition, the Chairman of the Committee shall assist all Stewards and Chief Stewards in fulfilling their obligations to the employees of the unit and the Employer. It is to be understood that Chief Stewards and the Chairman of the Shop Committee will not get involved in individual problems or complaints until after the Shop Steward and the immediate supervisor have made an effort to resolve the problems or complaints. However, this will not prohibit the Chief Steward and/or Chairman of the Shop Committee from involving themselves in problems or complaints involving a larger area of representation than the Shop Steward's area.

Section 5. a. In recognition that improvements in employee management cooperation may be brought about through constructive activities on the part of the Chairman of the Shop Committee, the Employer agrees to normally assign the President of the Union to the day shift.

b. The parties mutually agree that the President of the Union will be placed on official time without charge to leave or loss of pay for the performance of employee's obligations to the Employer and the Unit employees. In this regard the amount of official time used by the President of the Union in their capacity as President or when functioning as the Chairman of the Shop Committee will be limited only through mutual agreement between the employee and employee's immediate supervisor. Consideration will, at all times, be given to mission requirements.

Section 6. The Employer agrees that Stewards, Chief Stewards, Union Officers and Representatives, after having obtained permission from their immediate supervisor, shall be allowed to leave their departments, shops or area when it is necessary to do so in order to bring about a prompt and expeditious disposition of a grievance or complaint. Management may approve a representative's request to leave the work area to perform representation functions after considering work and mission requirements. If the representative is gone longer than anticipated, employee will explain to the supervisor

upon their return. The Employer agrees that there will be no intimidation or reprisal action taken against the representative if employee miscalculates the approximate time required.

A general statement such as union business is not considered adequate information for granting permission to leave. An example of what is required shall be to state in general terms where the employee is requesting to go, a general statement concerning the nature of the business, i.e., "grievance over leave", and how long the employee reasonably expects to be gone. In this regard the Union will cooperate with the Employer in insuring that all its representatives engage only in such representational duties as are authorized and that the time used will be the minimum necessary to carry out the Union's responsibilities. When arriving at another shop area or department, the Union representative shall obtain permission from the immediate supervisor in the work area to be visited, prior to contacting an employee in that work area. If the supervisor is not immediately available, a reasonable attempt will be made to locate them prior to contacting the employee or Union representative. If the supervisor still cannot be located, the Union Representative may then directly contact the person they set out to visit.

The Employer agrees to schedule the work of Stewards or Chief Stewards so they may meet with bargaining unit employees, in order to bring about the prompt and expeditious disposition of a grievance or complaint, during the last hour of the work shift on any day that it is requested, without prejudice. The Employer also agrees to schedule any employee desiring to meet with their steward or Chief Steward in such circumstances so that they may meet at the time appointed during the last hour of the work shift without restraint, prejudice or retaliation. The Employer further accepts the responsibility to schedule the Steward's or Chief Steward's work so that they may arrive at the meeting place no later than the beginning of the last hour of the work shift on any day that said meetings are scheduled, transportation being provided. It is recognized by the parties that the above arrangements will be carried out freely and without adverse affects on Stewards, Chief Stewards or other employees. Invoking this specific provision shall be in extreme cases where the Supervisor is unable to release the employee because of manpower shortages, unavailable transportation or emergency reasons. Every effort will be made to schedule any meetings during the regular part of the business day and shall not be limited to the last hour.

Section 7. Union Representatives shall be permitted a reasonable length of time, during working hours, to consult with management officials and/or unit employees. If the Union Representative's use of working hours for consultation with Management Officials and/or unit employees is interfering unduly with the proper performance of their official duties, the matter will be objectively discussed with the representative and in the presence of the Union Official in an attempt to seek a satisfactory solution to the problem. The Union and the Employer both recognize there is a responsibility for an employee who is also a Union Representative to faithfully perform their officially assigned duties, and to cooperate as fully as possible in meeting mission objectives, giving, in turn, full consideration to the equally legitimate requirements such representatives are obliged to perform in representing the interest of all employees in the bargaining unit as required by PL 95-454.

Section 8. The Employer agrees to continue to allow temporary visits by staff representatives to the Union Office through the use of a temporary visitor's badge on an

ad hoc basis by telephone approval. All visits shall be governed by applicable security regulations.

Section 9. The intent of this Section is to avoid to the maximum extent possible the transfer of Chief Stewards and Stewards from one area of their responsibilities, shift or work week to another. Their normal work shift or normal basic work week is not to be changed unless such Union Representative(s) possess skills or knowledge that are necessary to accomplish the mission of the Depot or overriding workload consideration, where such work could not reasonably be accomplished without effecting such transfer, or unless the majority of the employees normally represented by that Steward are also transferred or detailed. In this regard, the Union Representative(s) will be the last employee within their job rating transferred from their assigned area and the first to be returned. Changes affecting Stewards or Chief Stewards will be discussed with the Union in advance in a continuing effort to avoid misunderstandings as to the reasons for the Employer's actions.

Section 10. Commensurate with the provisions of this Agreement, recognized Union Representatives shall at all times be free to exercise their right to advance the best interest of and fully protect the employees covered by this Agreement, shall have full freedom to engage in authorized representational activities on behalf of the Union, and no representative shall be restrained, coerced, intimidated, or discriminated against because of the authorized activities on behalf of the Union. It is further agreed that no Union Representative shall be denied any right or privilege otherwise entitled to because of employee serving as a Union Representative; nor shall they be considered in conflict or apparent conflict of interest, or acting in a way incompatible with their official duties specifically for the reason employee has properly carried out authorized Union functions under the terms of this Agreement.

Section 11. The Union agrees to negotiate and represent the employees in good faith with Management Officials with the objective of reaching agreement that would be beneficial and equitable for all parties concerned, and the Union further agrees that all matters in which the Employer has discretion shall be discussed with the Employer in a sincere effort to resolve the matter prior to pursuing the matter outside the Depot. Management Officials agree to approach all meetings in good faith with the Union with the objective of reaching an agreement which would also be beneficial to the employees as well as the Depot. Further, the Union agrees it will not conduct strikes, work stoppages or slowdowns, or engage in picketing which interferes with the Depot's operations, as long as prohibited by PL 95-454.

Section 12. The Employer agrees to allow up to 8 hours per year to the Secretary Treasurer of Local Lodge 859, IAM & AW on the clock, for the preparation of financial and other reports required by the Assistant Secretary of Labor for Labor Management Relations as specified in 5 U.S.C. 7120(c). The President shall notify the Civilian Personnel Advisory Center, BGAD of the use of this time and the amount used. The Secretary-Treasurer shall obtain approval from their immediate supervisor for the use of such time.

Section 13. The Employer will provide each and every newly hired employee a formal introduction to the President of the Union. In addition, once the newly hired employee is

assigned to their Group, Section or Shop, the employee will be formally introduced to the Chief Steward, and/or Shop Steward. It shall also be a responsibility of the Employer to provide each newly hired employee a copy of the current collective bargaining agreement and an application form for belonging to the Union. The Employer further agrees that it will take positive steps to insure that no part of the employee indoctrination leads the newly hired employee to believe that they should or should not become a member of the Union.

ARTICLE 8 **BASIC WORK WEEK AND HOURS OF WORK {INDUSTRIAL SUPPLY UNIT}**

Section 1. Hours of work shall be administered in accordance with current statutes and regulations of the Office of Personnel Management as implemented by the Department of the Army, and in accordance with the terms of this Agreement.

Section 2. Tour of Duty.

- a. A four day per week, 10 hours per day schedule (hereinafter referred to as the Schedule) will be established in all cost centers of the Blue Grass Army Depot, except for Security Guards. The tour of duty will consist of four consecutive days of ten hours each beginning on Monday and ending on Thursday from 0630 to 1700 hours. The depot will be closed on Friday except for essential services.
- b. Employees performing work after 10 hours of duty during the basic work week shall receive overtime compensation in accordance with current pay practices and regulations. All work performed after 40 hours and outside the basic work week shall be considered overtime, and employees shall be compensated in accordance with current pay practices and regulations.
- c. There will be one fifteen (15) minute break and two ten (10) minute breaks distributed during the ten hour schedule; 0830-0845; 1320-1330; and 1520-1530. Lunch period will be 1130-1200.

Section 3. Travel. When an employee is in a temporary duty TDY status in weekly increments (Monday through Friday), their tour of duty will conform with the tour of duty of the installation/organization where the employee is performing the TDY. If an employee is in TDY status for part of a week, or extended TDY begins or ends on a week other than Friday, the employee's tour of duty will not change. Employees will be informed of the necessity to change tour of duty, three days in advance prior to departing on travel. Employee's travel will be scheduled within the basic work week except for those instances beyond the Employer's control. Title 5 USC, and the Fair Labor Standards Act (FLSA) will be the final determining authority for employee claims to overtime pay entitlement.

Section 4. Training. On-depot job related training will be scheduled to conform with the hours of the FDWW as much as practical. However, management retains the right to

change the tour of duty to a five day, eight hour per day, workweek for on-depot and off depot training courses when it is determined that it is more economically feasible or if such schedules are necessary to conform with contractual and/or tour of duty requirements of outside entities. The Union will be notified in advance of the reason for such changes. Employees requiring a tour of duty change to attend training classes will be notified of the change in advance.

Section 5. a. Whenever it is proposed to change an employee's permanent shift, normally two (2) weeks written notice will be given to the affected employee. Exceptions to this requirement will be made under the following conditions:

- (1) In the case of an emergency, defined as an unforeseeable event requiring immediate attention to protect life and/or property, and/or an action necessary for the delivery of an emergency priority order, and with the approval of the Commander; or
- (2) When the change is made at the request of the affected employee for such purposes as negotiations, or meeting with merit promotion panels; or
- (3) Shift changes required to provide training to the affected-employee.
- (4) Where the Agency would be handicapped in carrying out its mission, or costs would be substantially increased.

b. All shifts shall include a non-paid lunch period of 30 minutes, except operations that require constant attention. Staggered shifts will not be established to avoid payment of overtime unless the Employer can prove that the activity would be severely handicapped in carrying out its functions or that costs would be substantially increased.

Section 6. At the end of the shift, adequate and reasonable time shall be allowed for personal cleanup, returning tools and equipment, and cleaning up the work area and machinery. No employee shall be required to remain after their shift for the purpose of cleaning up their designated area or to put away tools and equipment unless appropriately compensated.

Section 8. Employees within the Unit who may, in accordance with the provisions of this Article, be required to work on Sunday as part of their basic work week, will be compensated at 1 1/4 times their regular hourly wage for each hour of Sunday work not in excess of ten (10) hours of work, when any part of their ten hour work tour falls on a Sunday, provided their work for the entire week does not exceed 40 hours work.

Section 9. The selection of employees for night shift work, subject to character of the work and job classification, shall be made on a voluntary basis to the maximum extent possible. Night shift assignments should be made consistent with employee qualifications and without discrimination or personal favoritism. It is understood that a voluntary tour of night shift work does not exempt an employee when their name appears for assignment to the night shift on the roster maintained for this purpose.

Section 10. When an employee is relieved from official duty by the Employer during their regularly scheduled 10-hour day, due to unscheduled interruption or suspension of operations, if they cannot be detailed to other work, they shall be carried on excused absence for the balance of the shift unless they are serving under one appointment not to exceed 90 days.

Section 11. In the event an employee is required to eat their meals while in a duty status, this time shall be recorded as work time and paid for accordingly under this schedule of rules.

Section 12. When a continuous night shift is instituted or continued, it is mutually agreed that the normal night shift tour of duty for employees in the Unit shall be twelve (12) weeks. Management has the right to select and retain qualified employees on the night shift and, in accordance with the current and applicable provisions of 5 C.F.R. 610.121(a), make changes to employees' workweeks or work schedules, in situations which impose immediate and unforeseen work requirements, including situations where the employer determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. Nothing in this section shall be interpreted as authority or permission to effect changes on other than a shop or organizational element basis. **ARTICLE 9**

OVERTIME

Section 1. Overtime work shall be paid for at the appropriate overtime rates in accordance with current pay practices and regulations.

Section 2. Classification Act employees who are nonexempt under the Fair Labor Standards Act (FLSA), shall be paid overtime in accordance with the provisions of the FLSA. Employees covered under FLSA may request and be granted compensatory time off in lieu of overtime payment. An employee covered under FLSA may not be required to accept compensatory time in lieu of overtime payment.

Section 3. Subject to security and physical requirements, the Employer agrees that overtime will be distributed to qualified employees within their office, shop, and job rating/classification. For Wage Grade employees an office or shop is defined as a group of employees under a Division Chief, either graded or ungraded, on the same shift. For General Schedule employees an office or shop is defined as group of employees under an immediate supervisor on the same shift. It shall be the responsibility of the Employer to insure that every effort is made to distribute overtime to qualified employees among all the shifts and/or groups.

The Employer shall maintain a uniform accurate system of overtime records. These records shall provide for accounting for all overtime hours worked and/or charged for each employee in any given Div/Ofc. These records shall be posted and kept current on a continuing basis so that all employees shall have access to the records. Upon request, the Div Ch/Supv shall make the records available to the Steward and/or Chief Steward.

When overtime requirements must be met, the employees shall be polled starting with the employee with the least accumulated overtime hours, then next least, and proceeding in strict order, requesting volunteers. Employees who cannot be polled for reasons of leave, or who have been placed on limited duty by competent medical authority, will be considered as having been polled, but not charged. If sufficient volunteers are not obtained, then the Employer may return to the list and assign overtime to those employees in the same order until the overtime needs have been met. It is agreed and understood that the Employer will use the Service Computation Date (SCD) to break ties in least accumulated overtime assignments. If an employee is offered overtime and declines, and is not subsequently required to work overtime by direct assignment, the employee shall nevertheless be charged with the number of hours they would have worked had they accepted the offer. Any employee newly assigned to a Div Ch/Supv, by shift, by official assignment on a temporary or permanent basis, will be given the median number of hours accumulated by the group under the Div Ch/Supv.

Section 4. No employee shall be denied the opportunity to work overtime, in accordance with Section 3 of this Article, for exercising their right to utilize annual leave, sick leave, blood donor leave, military leave, and jury duty leave in accordance with the conditions outlined in this Agreement. Nothing in this Section shall be construed as imposing an obligation on the Employer to assign overtime to an employee who is not present on the date the overtime is assigned.

Section 5. Upon request, the Employer agrees to relieve an employee from overtime assignment provided another employee of the shop or office qualified in the specific work assignment is immediately available and willing to work. In addition, thereto, the Employer will give reasonable consideration to an employee's request to be relieved from overtime assignments where such assignments would create a personal hardship on the affected employee. If an employee's request to be relieved from overtime assignment is approved, employee will not be offered overtime again until their name is again reached on the overtime schedule list. All overtime worked or declined by an employee shall be charged.

Section 6. Employees called back to perform unscheduled overtime either on a work day after they have completed their daily tour and has left their place of employment or outside of the clock hours of employee's regular tour on a holiday, or on one of their scheduled non-work days will be paid a minimum of two hours overtime even if employee's services are not required for the full two hours by the employer.

It is agreed by both the Union and the Employer that the supervisor has a responsibility to the Depot and to the employee who will be required to work the overtime, to inform that employee as soon as they are aware of the need, so that the employee may make any necessary personal arrangements.

Section 7. The Employer agrees to post continuously a cumulative list of overtime worked and/or declined by each individual in the Div/Ofc. It is further agreed that, where feasible, the roster shall be conspicuously posted in each shop or office. When working conditions make conspicuous posting in the immediate work site infeasible, the Div Ch/Supv and the appropriate Steward shall work out a mutually agreeable place for such

posting. The Union President, Chief Steward or Steward will be provided copies of overtime rosters for any specific Division upon request.

Section 8. No supervisor or management official shall direct, require, suffer or permit, any work or duty to be done prior to the beginning of, or immediately after, the employee's scheduled working hours, without compensating the employee for all such work or duty.

Section 9. The Employer shall notify the affected employees and the Shop-Steward of the requirements for all overtime promptly after establishing firm overtime requirements. When scheduled overtime involves Saturday or Sunday, the Employer agrees to give the affected employees notice prior to the end of the preceding work shift.

When the employee is required to work overtime in the period immediately following their normal work shift, such notification shall not be less than four hours prior to the beginning of the overtime, whenever it is reasonably possible to give such notification.

The parties agree that when the completion of a job can be done within a thirty minute period following the shift, employees working on the job will be voluntarily permitted to work not more than the thirty minute period without polling other employees. This provision is not expected to be a regular and recurring exception to the polling requirements of the Agreement. Further, when such event occurs on a consecutive basis this exception will not be used and polling will be required, neither shall such overtime be mandatory except as provided elsewhere in this Agreement.

Section 10. No employee shall be required to work more than ten (10) hours in any twenty-four hour period without compensating such employee for all work performed in excess of ten hours at the existing overtime rate.

Section 11. When employees are loaned or assigned on a temporary basis (less than 40 hours) for the purpose of supplementing the work force or work area, and overtime is required of the employees of the shop or work area, the employee loaned or assigned on a temporary basis will be given equitable consideration for the overtime if all others in the group have been offered the opportunity to work overtime. In any event, an employee who is not regularly assigned to such shop or work area will not be brought in and assigned overtime to the exclusion of regular employees in the group. Nothing in this section is intended to circumvent the assignment of overtime according to the low man principles in Section 3 above. No employee shall be polled in one Division and moved to another Division on an overtime day to perform work to the exclusion of employees regularly assigned to that Division.

Section 12. The Employer and the Union recognize that periodic training by the Depot of National Guard and Army Reserve personnel is a mission of the Depot, and as such, represents no threat to the security of bargaining unit, as a part of their jobs. Individuals in the bargaining unit, as a part of their regularly assigned duties, will, therefore, provide training and assistance to such personnel when directed. Non-bargaining unit persons shall not be used on an overtime day for the purpose of denying any bargaining unit employee on that overtime day or assignment rights under Article 9.

ARTICLE 10 **HOLIDAYS**

Section 1. Employees shall be entitled to all holidays now prescribed by Federal Law and any that may be later added, and all holidays that may be designated by Executive Order.

Section 2. Holidays as designated above will normally be observed as non-work days. When such holidays, as determined above, fall on Saturday or Sunday, the Depot will normally be closed to public business on the preceding Thursday or the succeeding Monday, in lieu of such holiday. Then, such Thursday or Monday will be deemed to be a holiday.

Section 3. Employees in a pay status shall receive ten (10) hours pay at their regular hourly rate plus applicable differential rate of pay when they are assigned to the second or third shift on all days defined as holidays that they are not required to work.

Section 4. Employees working on a holiday outside their basic workweek shall receive the same pay as they would normally receive on an overtime day, plus any appropriate differential hourly rate of pay when they are assigned work on the second or third shift.

Section 5. Employees working on a holiday within their basic workweek shall receive double their hourly rate for all hours not to exceed ten (10) hours worked on such holiday, plus appropriate differential hourly rate of pay for all work when they are assigned to the second or third shift.

Section 6. Except in accordance with applicable regulations the Employer agrees that holiday work will not be assigned for the sole purpose of avoiding overtime pay and will be assigned only when it is essential to accomplish work which may not be interrupted or to meet urgent workload requirements. It is understood and agreed that this Article does not apply to personnel performing work essential to health, security, or protection of life and property.

Section 7. In accordance with Public Law 95-390, the Employer agrees to adjust work schedules of bargaining unit employees to allow for the religious observances of those holidays, which fall on Monday through Thursday, associated with their particular faith. In this regard, the Employer agrees to allow for the employee to elect working compensatory overtime (makeup work) for the purpose of taking time off without charge to leave or loss of pay when it is against employee's religious beliefs to work on a religious holiday associated with their faith. Such compensatory time (makeup work) shall be on the basis of hour for hour. The employee will be responsible for notification to their supervisor at least twenty-four hours in advance of the leave request and the supervisor shall have the right to deny this leave request only after considering all reasonable alternatives.

ARTICLE 11 **ANNUAL LEAVE**

Section 1. Employees shall earn annual leave in accordance with applicable laws. When annual leave is requested in advance, approval will be based *upon* the reasonable requirements of the Depot and reasonable considerations of the needs of the employee.

Section 2. As requested by individual employees, the Employer agrees to schedule approved annual leave for vacation purposes of one week or more continuous duration on the basis of seniority (based on service computation date) and job ratings in each shop or office. Only the first such period of annual leave requested by the employee will be granted on a priority basis. Seniority lists shall be compiled for this purpose, and each employee in the order of seniority shall select their vacation period of two weeks or more continuous duration, which selection shall be submitted for approval on-or before 15 March of each year. The approving official shall notify the employee of the approval or disapproval of the request no later than 31 March of each year. After such leave is approved, the Employer will not cancel the leave except in emergency situations. The employee will not be permitted to change their approved vacation period if it thereby disturbs the approved leave of another employee. The approving official will approve a change in vacation leave if this change does not disturb another employee's approved leave for vacation purposes. If an employee requests vacation leave after 15 March, it will be approved on a first-come, first-served basis. If an employee's approved vacation leave must be cancelled the employee will be granted another choice, subject to the approval of their supervisor, without regard to the 15 March deadline. Approved leave schedules shall be conspicuously posted in each shop or office no later than 15 April of each year.

Section 3. In the event of a death in the immediate family, any employee covered by this Agreement may be granted annual leave or leave without pay as the employee requests.

Section 4. Requests for unscheduled annual leave for emergency circumstances may be approved upon submission of a reasonable explanation for the absence. Except where circumstances beyond the control of the employee do not permit, the employee must contact the supervisor or their designated representative at the telephone number provided by the supervisor during the first three (3) hours of the regular work shift and request approval of the use of annual leave. Approval or disapproval, and specific reasons for disapproval, if this is the decision of the supervisor, will be given to the employee at the time the phone call is received. Except where a circumstance beyond the control of the employee does not permit, employees who occupy positions providing security and utilities services will be required to notify their supervisor of their need for emergency annual leave at least one hour prior to shift changes.

Section 5. Any employee having annual leave to their credit may apply in advance for annual leave for their birthday, and such leave may be approved, unless on the day requested there is no feasible way to carry out the work of the employee's unit without their presence.

Section 6. It is understood that annual leave is provided for as a right and benefit for use at the employee's discretion and with the supervisor's approval. It is further understood

that annual leave was intended by Congress to cover legitimate emergencies which develop that prevent the employee from reporting to work either on time or without advance approval these situations the Employer will normally grant requests for emergency annual leave when those conditions are met. Emergency annual leave requests when approved will not be used as a basis for disciplinary actions and such request shall not be considered leave abuse.

ARTICLE 12 **SICK LEAVE**

Section 1. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations.

Section 2. Sick leave is a right of the employee and requests for sick leave shall be approved when the employee is incapacitated for the performance of their duties, and when they have given notice as soon as possible, preferably within three hours after the beginning of the shift. Each employee, in each Division will be provided a phone number to be used exclusively for sick leave notification. An employee will be responsible for reporting their absence on sick leave and an estimate of the time they reasonably expect to be off, to this number. If the employee is unable to return by the time estimated they shall notify the Employer at the above referenced number in order to facilitate the workload planning of the individual supervisor. Employees who notify the Employer of their absences, claimed as sick leave, will not be required to disclose the nature of their illness other than incapacitation. Sick leave used for the purpose of medical, dental, or optical examinations shall be requested in advance when it is known in advance by the employee.

Section 3. Medical Certificates

- a. Employees are required to furnish a medical certificate, acceptable to the Employer, to substantiate requests for sick leave when such leave exceeds three (3) work days of continuous duration or when the supervisor reasonably believes the employee is abusing sick leave or establishing a pattern of use. The simple use of any particular number of hours over any predetermined span of time shall not constitute abuse of sick leave.
- b. Any requirement for medical certification will be reviewed by the supervisor after three (3) months to determine if it should remain in effect or be removed.
- c. Sick leave absence covered by a medical statement or absence as a result of being sent home by the Depot Medical Facility will not be considered as abuse unless the Employer has reasonable evidence to the contrary.
- d. The Employer and the Union each agree to counsel employees to use their sick leave prudently.

Section 4. Medical certificates will also be required every two (2) weeks during sick leave periods of long durations. All medical certificates covering sick leave absence will be submitted within fifteen (15) days after return to duty.

Section 5. Employees will not be required to furnish a medical certificate for a period of absence due to incapacitation for duty if the employee is sent home on the advice of the Depot's Industrial Medical Officer or their representative, unless such absence exceeds three (3) days continuous duration, not counting the day the Medical Officer sent the employee home.

Section 6. Deserving employees who are incapacitated due to serious disability or ailments may be advanced a maximum of 240 hours sick leave, provided the following conditions are met:

- a. All available accumulated sick leave to the employee's credit must be exhausted. Consideration should also be given to requiring the employee to use any annual leave they might otherwise forfeit. Such considerations shall be applied on a fair and equitable basis to all employees in the Unit.
- b. In the case of employees serving under temporary appointments, or under probationary or trial periods, advanced sick leave should not exceed an amount which it is reasonably assured will be subsequently earned.
- c. The amount of advanced sick leave to an employee's account may never exceed 240 hours at any time. Where it is known that the employee is to be retired, or where it is anticipated employee is to be separated, the total advance may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.
- d. There must be a reasonable assurance that the employee will return to duty.

Section 7. In accordance with 5 C.F.R. 630.401, employees may use a total of up to 104 hours of sick leave each leave year for general family care or bereavement purposes to:

- a. Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;
- b. Provide care for a family member as a result of medical, dental, or optical examination or treatment; or
- c. Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

Part-time employees and employees with uncommon tours of duty are also covered, and the amount of sick leave permitted for family care is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week. Contact the Civilian Personnel Advisory Center for additional information.

Section 8. If an employee furnishes administratively acceptable evidence, they may use a total of up to 12 weeks of sick leave each year to care for a family member with a serious health condition. If an employee previously has used any portion of the 104 hours of sick leave for general family care or bereavement purposes in a year, that amount must be subtracted for the 12-week entitlement. An employee is entitled to a total of 12 weeks of sick leave each year for all family care purposes. Contact the Civilian Personnel Advisory Center for additional information.

Section 9. Requests for maternity leave may be approved to cover postnatal and prenatal care. In addition the Employer may approve requests for leave without pay as paternity leave when such leave is requested to provide care to a newborn or adopted child or a spouse returning from the hospital following childbirth.

Section 10. Employees are entitled to use up to 12 weeks of leave without pay (LWOP) in any 12-month period to care for family members or themselves. Employees may use this entitlement in cases of adoption, foster care, birth and care of a newborn or during serious illness of the employee, child, spouse, or parent.

Section 11. The Employer agrees that individual employee sick leave records will not be discussed with any other employee in the bargaining unit, unless such sick leave records are the subject of a grievance, and access to the records is needed in the adjudication of the grievance, in which case only the authorized Union representative(s) will have access to the records over and above those persons otherwise authorized.

ARTICLE 13 **LEAVE OF ABSENCE**

Section 1. The Employer agrees that the Union may designate employee members as representatives elected or appointed to a Union office or as a delegate to any Union activity necessitating a leave of absence, and upon written notification to the Employer by the Union, such employee may be granted annual leave or approved leave without pay.

Section 2. It is agreed that the Union will provide advance notice of no less than two weeks to the Employer with respect to any application for leave made under the provisions of Sections 1.

Section 3. In the event of a position change during the approved leave of absence of the employee, the Employer recognizes the obligation to provide employment within the rating the employee held upon their request for leave or to any changed rating through reduction in force action or reclassification of the job and in the current pay status of such rating at the time the employee returns to work provided the employee is not separated by reduction in force actions during their absence.

Section 4. The Employer also recognizes the bumping and retreating rights of an employee on approved leave of absence without pay in situations where the employee's status has been affected by reduction in force action during their leave of absence.

Section 5. Employees in approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health Benefits Program, in accordance with applicable regulations.

ARTICLE 14 **DISCIPLINARY ACTIONS**

Section 1. For the purpose of this Article, disciplinary actions are defined as Letters of Reprimand and Suspensions of fourteen (14) calendar days or less. In all cases of proposed disciplinary actions by the Employer against any employee in the bargaining unit, an extra copy of the proposed action shall be furnished to the employee so that they may furnish it to their chosen representative for informational or representational purposes. The Employer agrees that at the time it delivers the copy of the proposal to the employee, they will be asked to sign a statement either authorizing release of the proposal to the Union or prohibiting such release. The Employer will furnish a copy to the Union in cases where the employee authorizes release.

Section 2. Disciplinary actions shall be taken only for just cause and all penalties shall be commensurate with the charged offense(s), and the employee must be given the opportunity to refute the charges. Disciplinary penalties shall be on the basis of like penalties for like offenses and administered fairly and equitably for all members of the bargaining unit.

Section 3. The Union shall be given the right to serve as the representative of or to be present at any examination of an employee in the Union in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests representation. It is understood that this meeting represents the best opportunity to resolve the matter giving rise to the disciplinary investigation, and both parties recognize a responsibility to fully discuss the matter with the view in mind of effecting settlement. Further, no employee shall be the subject to questioning or inquiry by other than the immediate first line supervisor without the appropriate Union Representative being present, if the employee requests such representation. All employees in the unit will be informed annually of their right to Union representation in such situations as provided for in PL 95-454.

Section 4. In the event an employee is issued a letter of proposed suspension or letter of reprimand, the employee shall be afforded the right to reply, both orally and in writing, to the charges made against them. The employee's reply whether written or oral, shall be addressed to the official in the organization who is designated as the deciding official. The decision shall be made within the time limits of this Article and shall be provided to the employee, in writing. The employee and/or their representative shall be entitled, upon request, to submit affidavits in their behalf and to call relevant witnesses who shall suffer no loss of leave or pay for so serving. It is further agreed that, upon request, necessary records relevant to the case shall be provided to the employee for the purpose of substantiating employee's claims. It is agreed that actions taken against bargaining unit employee will be fully supported by evidence, and such evidence made available to

the employee, upon request. Illegally obtained evidence will not be used to support any actions against employees.

Section 5. In the event an employee is issued a notice of decision on any disciplinary actions which is unfavorable to the employee, such notice shall be delivered to the employee no less than three (3) days before the effective date of the disciplinary actions. The notice of decision shall inform the employee of all appeal rights and shall advise the employee of specific reasons for effecting the disciplinary actions. The Employer agrees to provide specific reasons for justifying the disciplinary action which must provide any and all reasons for taking the action.

Section 6. The negotiated grievance procedure shall be the sole procedure for processing an appeal of disciplinary actions described in Section 1 above. Such appeals shall be introduced at the step and level above the level of the deciding official. The parties further agree that all time limits contained in this Article and the grievance procedure is binding unless mutually agreed to by the parties on a specific case.

- a. Unless specifically provided elsewhere, all time limits shall be working day for the purpose of computing the time limits. The Employer agrees that all proposed disciplinary actions shall be reduced to writing and delivered to the employee in a timely manner after the date of the incident, unless an investigation is required, in such cases the proposal will be issued in a timely manner after receipt of a Military Police Report or official investigation by the initiating official. Actions outside these time limits shall not cause the employee to suffer harmful error, nor shall these provisions prejudice the employee's right to make such arguments through the Grievance and Arbitration Procedures. For purposes of this provision, both parties agree that timely usually will mean thirty days.
- b. The Employer agrees to provide ten work days for an employee to answer the proposed disciplinary actions. The decision on the proposal shall be delivered to the employee within ten work days following receipt of their answer or within ten work days of expiration of the answer period if no answer is received.
- c. All time limits herein may be extended by mutual agreement between the parties.
- d. The Employer agrees to consider the guidelines of the Department of the Army Tables Pertaining to Penalties for Various Offenses when taking disciplinary actions for those offenses listed in the Tables. The Union retains the right to argue the factor of whether or not discipline over two years old will be allowed into any third party hearing.

ARTICLE 14 **ADVERSE ACTIONS**

Section 1. Adverse actions are defined as removal, suspensions for more than 14 calendar days, reductions in rank or compensation, furlough without pay and other matters as defined by Public Law 95-454. All adverse actions must be for just cause. It is agreed that actions taken against bargaining unit employees will be fully supported by evidence

and such evidence made available to the employee, upon request. Illegally obtained evidence will not be used to support any action against employees. The burden of proof required to sustain an adverse action shall be a preponderance of evidence.

Section 2. All bargaining unit employees shall be entitled to Union representation at all conferences or discussions with the Employer concerning adverse actions. The Employer further agrees that, prior to initiating any proposed adverse actions the employee will be given the opportunity to meet with and discuss the incident leading up to the proposal with the initiating official. The employee shall be afforded the right to Union representation at this meeting. The official who proposed the action will be responsible for advising the employee of their rights.

Section 3. In the event an employee is issued a letter of proposed adverse action, the employee shall be afforded the right to reply, both orally and in writing, to the charges made against them. The employee's reply, whether written or oral, shall be addressed to the official in the organization who is designated as the deciding official, normally the Director. The Decision shall be made within the time limits of this Article and shall be provided to the employee, in writing. The employee and/or their representative shall be entitled, upon request, to submit affidavits in their behalf and to call relevant witnesses who shall suffer no loss of leave or pay for so serving. It is further agreed that, upon request, necessary records relevant to the case shall be provided to the employee for the purpose of substantiating their claims. It is agreed that actions taken against bargaining unit employees will be fully supported by evidence, and such evidence made available to the employee, upon request. Illegally obtained evidence will not be used to support any action against employees.

Section 4. The Employer agrees that any employee issued a notice of proposed adverse action to remove shall have at least 30 calendar days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. The employee will be allowed 10 work days to answer the proposed notice, with the option to request an extension if employee needs more time to reply. The notice of decision shall be delivered to the employee within 10 work days following receipt of their answer to the proposal. The notice of proposed adverse action shall contain the specific reasons for the decision, and it shall notify the employee of all appeal rights and the procedures for filing such appeal.

Section 5. In the event an employee is issued a notice of decision on any adverse action which is unfavorable to the employee, such notice shall be delivered to the employee no less than five (5) work days before the effective date of the action. The action may be appealed through the negotiated grievance procedure starting at the step and level above the deciding official, or through the appropriate appeals procedure available to the employee for that purpose.

Section 6. The Employer agrees that in any adverse action involving unsatisfactory performance the employee will be given at least a full thirty days to correct any alleged deficiency. The Employer will consider extending this period for an additional thirty days upon request of the employee in accordance with agency regulation. The Employer recognizes the value of an honest and sincere effort to correct any alleged deficiency and agrees to assist the employee in all matters of correcting the alleged unsatisfactory

performance. Actions based on unacceptable performance fails to meet performance standards for one or more critical elements. Such actions are not subject to the preponderance of evidence standard described in Section 1 of this Article for other adverse actions.

Section 7. The Employer agrees that it will not use decertification in the PRP Program as a means for or as a substitution of discipline.

Section 8. The termination of temporary and/or probationary employees for reasons that employee falsified their application for employment is a serious charge which follows employees for the remainder of their employment careers. Therefore, the Employer desires to see that all employees are given the opportunity to fully understand the consequences of a failure to disclose pertinent information on their application. In this regard, the Employer agrees that at the time an application is received it will make these consequences known to the employee. A copy of the Review of SF 171 will be provided the Union within 5 days of the employment date.

ARTICLE 15 **MERIT PROMOTION AND INTERNAL PLACEMENT PLAN**

Section 1. PURPOSE and SCOPE

a. The purpose of this Merit Promotion and Internal Placement Plan (hereinafter referred to as the Plan) is to establish internal procedures for filling vacancies on the basis of merit, with the best qualified applicants, and to provide opportunity for employees to compete for advancement. This Plan is a negotiated Plan which covers all positions within the Unit as described in Article 1, of this Agreement, and as such may only be changed through negotiations with Local Lodge 859, IAM & AW, the exclusive representative. These provisions shall remain in full force and effect unless changed by the parties through negotiations in accordance with Article 2, and Article 35.

b. It shall be the policy of the Blue Grass Army Depot to fill all positions covered by this Plan solely on the basis of merit. Merit shall be defined as selection and advancement on the basis of relative ability, skills and knowledge, after fair and open competition which assures that all applicants receive equal opportunity. To be eligible for promotion or placement under this plan, applicants must meet all eligibility requirements and minimum qualification requirements prescribed by the US Office of Personnel Management (OPM) within 60 days of the closing date of the announcement.

c. This plan shall have as its basic objectives, the following:

- (1) To provide management, on a timely basis, well qualified candidates from whom to choose.
- (2) To assure that promotions and placement actions are made without discrimination because of race, color, creed, religion, national origin, sex,

politics, marital status, physical handicap, age, membership or non-membership in a labor organization, or for any other non-merit reason.

(3) To insure that promotions are not made on the basis of personal favoritism or patronage. In addition no official of the federal government will recommend or select a candidate for merit promotion by showing or giving preference to any candidate based on factors not pertinent to the candidate's qualifications for performing work of a higher level including personal friendships or political connections and/or nepotism.

(4) To assure employees that the Plan gives them fair consideration and provides them reasonable opportunity for advancement to higher level jobs and positions.

(5) To provide an incentive for employees to improve their performance and develop their skills, knowledges, and abilities.

(6) To utilize the skills, knowledges, and abilities of Unit employees to the fullest extent practicable by providing opportunity to compete for higher graded positions on the basis of merit.

(7) To identify and eliminate any unnecessary barriers to equal employment opportunity for any segment of the population.

Section 2. AREA OF CONSIDERATION

a. For the purposes of this Article, the Area of Consideration is defined as the area in which management makes an intensive search for eligible candidates for merit promotion and internal placement in a specified placement action covered by this Plan. In this regard the Employer agrees that as one source of recruitment the Plan will be used for the purpose of identifying eligible candidates. In recognition of this fact the Employer agrees that the initial area of consideration will normally include the following:

(1) eligible applicants from the activities serviced by the Civilian Personnel Advisory Center;

(2) Army transfer eligibles;

(3) applicants from other federal agencies who are relocating to accompany Army service members or civilians.

b. Use of the initial area of consideration described above shall insure that Blue Grass Army Depot employees within the Unit are afforded the opportunity to make application for any existing vacancies for which they are qualified and which are filled under the provisions of this Plan. The consideration of Blue Grass Army Depot employees does not in any way restrict management's right to recruit from other legitimate sources. However, where the Plan is used the action will be governed by the provisions herein.

c. The Civilian Personnel Advisory Center will notify the President of the Union of all recruitment actions for positions within the Unit by forwarding a copy of all Vacancy Announcements and/or requests which shall include the area of consideration.

d. Army Transfer Eligibles. In order for Department of the Army personnel from other activities to be considered under this Plan it must be in response to a particular vacancy announcement and for a specific vacancy. Eligible candidates who file for consideration under these provisions must meet the same requirements and must be evaluated by the same means as applicants from within the area of consideration, including being placed on the same register and ranked in the same manner as current employees.

Section 3. METHOD OF LOCATING CANDIDATES

a. Vacancy Announcements. Merit Promotion Announcements shall be used in all placement actions to locate internal candidates for all positions filled under the provisions of this Plan. Vacancy Announcements shall be posted, and remain posted, on all official bulletin boards for no less than (10) working days

b. Vacancy Announcements, when posted, shall contain as a minimum the following:

(1) area of consideration;

(2) the method of making application;

(3) a general description of the duties and responsibilities of the position, along with the title, series, grade, and locations of the vacancy;

(4) the minimum qualification standards for basic eligibility along with the selective placement factors. NOTE: A selective placement factor is a special requirement for a particular job or position which is essential for successful performance, i.e., knowledge of a language other than English, ability to drive a motor vehicle, geographical mobility, etc.;

(5) the opening and closing date of the Announcement;

(6) known promotion potential when appropriate, including any career ladder requirements, training requirements, and target levels or career program objectives;

(7) when appropriate, a notice that the register may be used for filling temporary positions and/or promotions;

(8) a statement regarding the Equal Opportunity Objectives of the Blue Grass Army Depot;

(9) a summary of the job related criteria and factors to be used in evaluating the candidates for merit promotion.

(10) a statement that Official Personnel Folders (OPF's) will not be used in evaluating candidates for merit promotion.

c. The Employer agrees that "Open Continuous" announcements will not be used except in those jobs where experience has proven that few applicants are available. An example of an appropriate "Open Continuous" announcement would be the position of "Secretary" at the entrance level.

Section 4. FILLING POSITIONS

a. All employees in the Unit shall have the right to make application for positions and/or vacancies filled under this Plan for which they are eligible, both in the Unit and for positions outside the Unit. RESUMIX will be used to fill all positions. RESUMIX is an automated software program used to inventory and process resumes. Resumes under RESUMIX should be pre-positioned (on file) to be activated by self-nominations as established by the RESUMIX application procedures. Self nominations must be received by the closing date of the announcement.

b. The following placement actions shall not be subject to the provisions of this Plan:

(1) Actions involving statutory, regulatory, and administrative placements. These include, but are not limited to, statutory and administrative reemployment rights upon completion of overseas tours of duty; placements, or restoration to duty after separation, due to compensable injury; employees returning from military service; placements following completion of long term training; and other actions such as those based on resolution of grievances, appeals and/or complaints.

(2) Placements made during, or in lieu of, reduction-in-force (RIF) or transfer of function (TOF).

(3) Placements made via the DOD-PPP, OPM Priority Programs, or other candidates entitled to priority consideration in a command as an exception to competitive procedures.

(4) Promotions resulting from upgrading due to issuance of a new classification standard or correction of an initial classification error.

(5) Promotions without competition when at an earlier stage an employee was selected under competitive procedures for a position with known promotion potential (the intent must be a matter of record and career ladders must be documented).

(6) Employees detailed (officially) for the purpose of training or promotion when the detail was accomplished under competitive procedures with full

knowledge of all applicants that the employee would be promoted upon completion of the detail.

(7) Promotions resulting from an employee's position being classified at a higher grade because of additional duties and responsibilities. The special requirements for these types of actions are:

- (a) there are no other employees in the Unit supervised by the selecting official who are performing identical duties at the same grade as those performed by the employee prior to the addition of the additional duties and responsibilities;
- (b) the employee must continue to perform the same basic functions as were in the former position, and the duties of the former position are administratively absorbed into the new position;
- (c) the addition of the duties and responsibilities does not result in an adverse impact on the other encumbered positions' such as abolishing the positions or reducing the promotion potential of another position; and
- (d) the employee meets all the qualifications requirements for the position.

(8) Placement of employees who have eligibility for special consideration for repromotion. Employees who are demoted without personal cause, that is without misconduct or inefficiency on their part and not at their request, are eligible for repromotion consideration to the grade and series from which demoted or any intervening positions. Employees who are eligible for repromotion consideration must be considered by the selecting official prior to the filling of the vacancy through competitive procedures. In this regard, all employees entitled to repromotion consideration will be certified to the selecting official on a specially prepared register. It is agreed and understood that this certification shall take place before posting of any vacancy announcements or advertisements for the position. Candidates for this special consideration will not be rated and ranked according to qualifications, but, shall be certified to the selecting official. However, nothing in this Plan shall prevent any eligible candidate entitled to repromotion consideration from submitting an application should the vacancy be announced later.

- (a) Repromotion consideration shall be the vacancies at activities serviced by the Civilian Personnel Advisory Center that are within the commuting area.
- (b) Repromotion consideration shall cease after the employee has been promoted to the grade from which they were demoted or upon declination of an offer to the grade from which demoted. Repromotion consideration shall cease when the employee is no longer entitled to grade and pay retention. Where an employee is not entitled to pay retention upon termination of grade retention, special consideration for repromotion to the

grade and series previously held will be extended for an additional one year period.

(c) In all actions involving repromotion consideration, all eligible candidates will be notified of the reasons in writing when the consideration does not result in their repromotion. Such reasons shall be objective and based on merit factors.

(9) Special Consideration. Employees who are demoted to correct a procedural, regulatory, or program violation shall be entitled to special consideration. Special consideration is, understood to mean certification to the selecting official on a one time basis for any vacancy identical to the one from which employee was demoted prior to the filling of the position competitively. Such special consideration shall be limited strictly to the positions from which the employee was demoted and shall cease upon consideration.

(10) Conversions of Excepted Appointments of the Physically or Mentally Disabled, Veterans Readjustment Appointment (VRA), and Student Employment.

(11) Reassignments/downgrades which are not at the request of the individual, but the result of a personnel action such as:

(a) failure to qualify for the PRP Program

(b) loss of security clearance

(c) at the direction of the Medical Department for physical disability reasons.

(12) Reassignments/downgrades may be made to positions not having known promotion potential.

Section 5. RATING AND RANKING CANDIDATES FOR MERIT PROMOTION

a. All employees who make application for vacancies under this Plan shall meet the same standards and be subjected to the same criteria as all other applicants including being placed on the same registers and ranked in the same manner. The only exceptions to this requirement are those actions stated in Section 4 of this Article or in SOP No MPP-96 and Office of Personnel Management established registers.

b. All applicants for consideration under this Plan shall be rated and ranked in accordance with the procedures outlined under RESUMIX. The Civilian Personnel Advisory Center shall be responsible for the enforcement of the provisions of this Plan by selecting officials and managers involved in the promotion process. In this regard, all disagreements involving this Plan shall be submitted, in writing, to the CP AC Chief in accordance with the provisions of Article 20 of the Agreement, initiated at the second step in a grievance action.

Section 6. SELECTION OF CANDIDATES

- a. The Employer retains the right to make selections for filling positions from any available legitimate source. However when the election is made to utilize the procedures of this Plan, the selection shall be in accordance with the requirements of this Plan.
- b. For all vacancies covered by this Plan, the Selecting official will be provided a list of available candidates for consideration. The selection will be made from among the available candidates certified to the selecting official. Upon request, any candidate referred shall be entitled to the reasons, in writing, for the supervisor's selection.
- c. Selections for positions in the Unit shall be made on the basis of merit. Selections will not be made on the basis of any non-merit factors.
- d. Consideration of candidates from the register may be made by interviewing all available candidates for selection. Referral, selection and/or non-selection will be accessible to candidates through the automated system ANSWER. Interviews are considered a part of the selection process. In this regard, the Selecting Official may choose to interview all of the candidates referred or choose not to interview any. However, if one candidate is interviewed then all must be interviewed. In instances where a large number (normally more than 25) of candidates are referred, the Selecting Official may choose to interview the top scoring candidates where there is a natural break in scores. The Selecting Official is responsible for making the arrangements for the interviews.
- e. In order to ascertain the range of selection, the Selecting Official will request the candidates who decline consideration to sign a notice of declination. The selections covered by this plan will be made will be made in accordance with Section 2 of this agreement.

Section 7. TEMPORARY PROMOTIONS

- a. The Employer agrees to compensate employees on the basis of the highest level duties performed. In this regard, when an employee is assigned to perform duties above the level of their grade as the basis of a planned management action, such employee will be temporarily promoted no later than the first pay period following the assignment. When an employee is permitted to perform duties above the level of their grade level which is not the result of planned management actions such employee will be temporarily promoted no later than the second pay period of the assignment.
- b. Temporary promotions will not be made for the purpose of evading merit principles, nor will such actions be taken for the purpose of evading the requirements of this Plan.

c. Temporary promotions of less than 90 days may be made non-competitively to a higher grade position, provided the following conditions are met and no register has been established for the position being filled.

- (1) The employee meets the minimum OPM qualification standards for the position.
 - (2) The employee will be required to assume the grade controlling duties and responsibilities of the position.
 - (3) The need for the temporary placement is expected to last more than 15 days.
- d. If a register is in existence for the position, the Employer agrees to select from the register for temporary promotions, regardless of the duration of the assignment.
- e. No employee will be detailed into a position for the purpose of qualifying the employee for a promotion action.

Section 8. APPEALS -GRIEVANCES

- a. Any employee in the Unit, upon request, will be provided appropriate information and/or explanation relative to a vacancy for which they desire to make application, or for which they were a competitor. The Employer agrees to provide counseling to employees on aspects of their qualifications necessary to compete for advancement. The Employer and the Union both recognize the radical changes made to the Merit Promotion Program and agree to provide assistance, upon request, for employees to make application under the requirements of this Plan.
- b. It is agreed and understood that any breach or alleged breach of this Plan shall be subject to the Grievance Procedure in accordance with the provisions of Article 20, up to and including arbitration. Employees and the Union who believe that governing procedures were not followed or that they were not given proper consideration for a vacancy may use the negotiated grievance procedure. It is recognized, however, that nonselection from among a group of properly rated and ranked candidates is not grounds for a grievance.
- c. The Employer recognizes its responsibility to provide data, information, and records necessary for the Union to carry out its responsibility under the law. To this extent, the Employer agrees to provide, upon request, this necessary and relevant information, data, and records, to the Union to substantiate their claims to the extent provided by law. Crediting Plans will not be provided to the Union as part of the information.
- d. The Employer will make every effort to keep the Union informed of the administration of this Plan. Further, the Employer agrees to provide information to the Union on a pay period basis which will indicate all persons who made position changes, promotions, reassignments, appointments, transfers, details to positions within the bargaining unit. The normal method of providing this information to the Union will be by computerized form or other acceptable notification.

Section 10. BASIC PLAN REQUIREMENTS

- a. Resumix procedures require a resume and supplemental data be submitted. When a position is announced that the employee is interested in and they have a resume on file, they submit a self nomination form. The rating will be based upon only what is contained in the candidate's resume and supplemental data. Official Personnel Folders (OPF's) will not be used in the rating process except as provided elsewhere in this Plan (for making basic eligibility determinations or verifying experience). If selected for the position and supporting documentation is needed, the candidate will be asked to provide it within 5 working days of notification of selection.
- b. The Employer agrees that the rating process will be free from any restraint, coercion, or intimidation by any person(s). Selecting Officials, supervisors, and managers will not promise, recommend, or select any employees in such a manner which gives the appearance of pre-selection or favoritism. A selection under this Plan does not become official until notification by the Civilian Personnel Advisory Center. Once notified, employees will be promoted at the beginning of the first full pay period that is not more than three weeks after selection, provided applicable physical and PRP/Security requirements are met.

Section 11. EQUAL OPPORTUNITY -AFFIRMATIVE ACTION

- a. No employee shall be selected or non-selected because of race, religion, creed, color, sex, national origin, politics, physical handicap, marital status, membership or non-membership in any organization, or for other non-merit reason. Employees have every right to expect advancement within the Federal Service to be made on the basis of merit and the parties agree to work towards that end.
- b. The Employer having commitments to promote affirmative action within the workforce and to remove any barriers to equal employment from among protected classes, agrees to make every effort to recruit from sources which will produce well qualified applicants in recognition of the goals of the affirmative action plans. Where under-representation exist in any job series, grade levels and occupations, the Employer will conduct its recruitment programs and job analysis in such a manner as to objectively remove those barriers to equal employment.
- c. The Employer further recognizes the need to provide programs which will permit advancement of employees who are in dead-end positions (having no advancement opportunity). In this regard the Employer will, where possible, utilize an Upward Mobility Program. Where a vacancy or position is identified as appropriate for upward mobility the Employer will advertise it under this program and the following basic requirements, in addition to those outlined in this Plan, shall apply.
 - (1) A target level position will be established for the position. Employees selected for these positions will be entitled to a retained rate of pay from their former position if otherwise eligible for pay retention.
 - (2) An employee selected for an upward mobility position will be given a specific training program and expected to complete it in the required time for

advancement. The training plan will provide for both on-the-job training and course study either through correspondence courses or at an acceptable academic facility.

(3) Competition beyond the target level must be by competitive procedures. Upward mobility positions will not be established at the journeyperson level since the target level must be at a lower grade level than the full performance level of the position.

ARTICLE 16 **REDUCTION IN FORCE, PLACEMENT, REHIRING AND REPROMOTION OF** **EMPLOYEES**

Section 1. The Employer agrees that prior to any reduction in force action the Union shall be informed with respect to the number and positions involved.

Section 2. In the event of a reduction in force, existing vacancies will be utilized to the maximum extent possible to place employees in a continuing position that otherwise would be separated from the service. All reduction in force actions will be carried out in strict compliance with applicable laws and regulations, and this Agreement.

Section 3. All career and career-conditional employees separated by RIF action shall be placed on the re-employment priority list for all positions for which qualified and available. The names of all such persons shall be placed on the list in the following order:

- a. all career preference eligibles (30% or more disabled) I(AD);
- b. all career preference eligibles -I(A);
- c. all career non-preference eligibles -I(B);
- d. all career-conditional preference eligibles (30% or more disabled) -II(AD);
- e. all career-conditional preference eligibles -II(A);
- f. all career-conditional non-preference eligibles -II(B).

All such persons will be given preference in rehiring in temporary and permanent positions where qualified over Federal employees eligible for transfer from other Federal Agencies, CSC Certificate eligibles, and re-employment eligibles not on the Reemployment Priority List. It is understood that acceptance of a temporary appointment will not alter the employee's right for permanent employment.

Section 4. In situations where an employee elects to take a demotion in lieu of separation in RIF action, the employee must be qualified to perform the duties of the lesser rated position. Minimum qualifications requirements may not be waived for placement into filled positions through the "bumping" process. However, management may waive

minimum qualifications requirements in order to use vacant positions, provided the personal approval of the Commander has been obtained and there is no qualified adversely affected employee available for placement into the vacant position.

Section 5. a. The Union will appoint from the Unit a Reduction in Force (RIF) Representative and an alternate to serve as the Union's focal point for all actions associated with Reduction in Force.

b. Members of the Civilian Personnel Advisory Center will instruct the two representatives in reduction in force procedures, regulations, and mechanics of the RIF process in sufficient detail to insure that they have a working knowledge and understanding of the RIF process.

c. When the Employer determines that a RIF must occur which will affect members of the bargaining unit, the Union RIF representative will be notified and given a full explanation of the reasons for and the expected impact of the RIF upon bargaining unit employees.

d. When the Civilian Personnel Advisory Center has completed the process of determining employees that will be affected by the RIF, before RIF notices are distributed to affected employees, the Union RIF representative will be fully briefed on all actions affecting members of the bargaining unit. The Union RIF representative will be given the opportunity to ask questions regarding the actions affecting bargaining unit employees. Full and complete information, insofar as it is available, will be provided in response to such questions.

e. When serving as the designated representative of a bargaining unit member affected by a RIF action, the Union RIF representative will be given the opportunity to review retention registers and other RIF documents relating directly to the bargaining unit member.

f. The Union will be provided applicable current retention lists for all competitive levels Depot wide at the time a RIF cycle has begun.

g. Prior to implementing a Reduction in Force at the Depot, the Employer agrees to meet and confer with the Union on the procedures to be followed in carrying out the reduction in force.

Section 6. During RIF situations, temporary employees will be released according to job title within the employee's particular Directorate and duty station in the following order:

a. 1st Priority -Non Veteran employees in the inverse order of seniority (total government service).

b. 2nd Priority -Veteran preference employees in the inverse order of seniority (total government service including military).

Section 7. It is agreed that an employee will be given service credit based on the mathematical average (rounded in the case of the fraction to the next higher whole number) of the employee's last three annual performance ratings of record received during the four (4) year period prior to the date of issuance of specific reduction in force notices. In determining the average the value assigned to each annual performance rating of record is as follows:

- a. Twenty additional years of service for each performance rating of Level 1.
- b. Sixteen additional years of service for each performance rating of Level 2.
- c. Twelve additional years of service for each performance rating of Level 3.

Section 8. The grievance procedure contained in Articles 20 and 21 of this Agreement will be the sole procedure available to bargaining unit employees for resolving complaints resulting from reduction in force actions. Such grievances will be initiated at Step 2 and addressed to the Civilian Personnel Officer.

Section 9. In the event that it becomes necessary to furlough employees at the Depot, and the decision is not to furlough everyone, then the Employer agrees that the furlough will be effected in accordance with RIF procedures strict retention standing, and seniority. Prior to any furlough the Employer agrees to notify the Union and provide them an opportunity to negotiate the procedures to be used to effect the furlough.

ARTICLE 17 **CHANGES IN JOB DESCRIPTION AND REQUIREMENTS**

Section 1. The Wage and Classification program shall be administered within the guidelines of the Office of Personnel Management. In any case where action is proposed to modify the job description of any position in the Unit to the extent that either series, title, pay level, duties, or qualification requirements for the position will be affected, it is agreed that the change will be submitted to the Union no later than 15 days prior to the effective date. The Union will be provided an opportunity to bargain over the impact and implementation of the decision. The final action will be stayed pending final review of any impasse proceedings initiated by the Union unless prohibited by Law. It is agreed that such changes will be fully discussed with the employee and their representative prior to any changes being made. It is understood that this discussion will be made in advance of the decision to make the changes to allow the employee and their representative to have input into the decision.

Section 2. It is agreed that the official position description for each bargaining unit position shall meet the standards of adequacy prescribed by the Office of Personnel Management and the Department of the Army. Every effort will be made to include an accurate statement of the duties and responsibilities that each employee is required to perform. This shall include the major grade controlling duties as well as any duties which may be assigned on a regular and recurring basis. Accurate position descriptions are required by the regulations and provide the employee an opportunity to fully know what employee's duties are as well as protect the rights of employees in reduction in

force. Job Descriptions will follow occupational lines except in the case of descriptions which are determined to be mixed duties. In these instances the job title shall be the highest level duties for which the employee is required to perform on a regular and recurring basis. The employee will be permitted to use the negotiated grievance procedure to resolve complaints over the performance of duties not contained in their position and/or job descriptions.

Section 3. Employees are free to appeal classification (title, series, and/or grade) of their position under the Classification Appeals procedures of the Department Army and the Office of Personnel Management. Such appeals may be made at any time an employee feels their position is improperly classified. Prior to any such appeal, any question as to the accuracy or content of the position description should be resolved under the Section 2 procedure in this Article. Employees are free to appeal without fear of reprisal or prejudice. In the process of preparing an appeal, classification standards that are currently in force, and any other procedural advice necessary, will be made available to the employee and their Union Representative. The employee may designate the Union or anyone else to represent them in presentation of this appeal. The Employer will advise the Union whenever changes in classification standards adversely affect employees of the Unit prior to implementation of the standards.

Section 4. When the term "performs other duties as assigned" or its equivalent is used in a position and/or job description, the term is understood to mean duties normally related to the employee's job or position.

Section 5. The Employer agrees that all bargaining unit employees in an office, shop, or shift under a first-line supervisor, either graded or ungraded, within the same grade/job rating will be given fair and equitable treatment with regard to job assignments in general, and with regard to details, pooling, loans, and or menial or dirty tasks in particular. The Employer further agrees in no instance shall dirty work or jobs, generally regarded as undesirable, be assigned as a penalty or reprisal, nor shall prestigious jobs be assigned on the basis of favoritism. When it becomes necessary to pool employees out of their groups, office, shop, or shifts, such pooling shall be done on the basis of a system that provides fairness to all involved. In this regard pooling shall be done on a rotational basis among qualified employees in order of seniority starting with the least senior employee in the group, shop, office or shift and classification. Thereafter, these pooling assignments will be rotated according to the last employee pooled. An accurate roster shall be kept which indicates whose turn it may be at any time.

Section 6. Neither the listing of duties in a job description nor the inclusion or omission of a statement regarding the performance of other duties affects the authority of the Employer to assign duties to an employee. However, the Employer agrees that such assignments shall be reasonably related to the employee's position and classification, and in those instances when it becomes necessary to assign employees on a temporary basis to duties and positions not reasonably related to the employee's position and classification, the Employer agrees to effect such assignments on a fair and equitable basis in accordance with Section 5, Article 17, of this Agreement. No employee will have their performance rating affected either for better or worse for the performance of duties which are not reasonably related to employee's job description and classification and which are not contained in their official position or job description.

ARTICLE 18 **SAFETY**

Section 1. The Employer will make every reasonable effort to provide and maintain safe working conditions equal to or in excess of the standards required in Section 6 of Public Law 91596, the "Occupational Safety and Health Act of 1970," per the legal commitment in Section 19(a) of that law. The Union will cooperate in these efforts and encourage employees to work in a safe manner.

Section 2. Safety committees are authorized at three levels: i.e., the Central Safety Board, the Supervisor's Safety Committee, and the Employee's Safety Committee. Members of the Employee's Safety Committee will be appointed by Management at its own discretion in accordance with its own rules. The Union is authorized to appoint a permanent member to each of the committees at the various levels. Union representatives attending these meetings have the right to present any matter pertaining to the safety of the work force, and any matter so presented will be given the same consideration as that presented by any other member of the committee, including incorporation of their stated position in the minutes of the meeting of that committee. Any proposal made by a Union Representative will be given equal consideration by the appropriate Management Official. Copies of approved committee meeting minutes will be furnished to the appropriate Union Representative by name, at the same time that all other committee members are furnished the same minutes.

Section 3. Each officer of the Union, as well as each member of the Unit, and all employees, have a responsibility to themselves, to each other, and to the Depot, to be alert for and to report any condition which they consider to be unsafe or unhealthy, or potentially unsafe or unhealthy. No employee shall be required to work on or about moving or operating machinery or in areas where conditions exist that are unsafe or unhealthy or detrimental to health without proper precautions, protective equipment or safety devices. Also, no employee who is engaged in work which is potentially hazardous shall be permitted to work alone or beyond the call or observation of other employees. Should an employee claim that a job or act is not safe, or will endanger their health, they shall bring it to the attention of the immediate supervisor. If an employee reasonably believes that a job or act to which they have been assigned is not safe or will endanger their health, the supervisor will be notified and the operation inspected with Safety Officer input, if needed.

Section 4. The Depot shall conduct an industrial health program to assist employees to maintain optimum health while on the job. Employees shall cooperate with the Employer in all depot health programs.

Section 5. The Employer agrees to furnish protective clothing, suitable hand protection, and equipment necessary and approved by appropriate Safety Officials and/or regulations for the performance of their assigned work. The Union may, at its discretion, recommend new protective clothing and equipment or modifications to existing equipment for consideration by the Depot Safety Committee as a whole, and such recommendations shall receive prompt attention.

Section 7. Whenever the Employer intends to use consultants from outside any Federal Agency to conduct safety and health investigations, surveys or studies, consideration will be given to using consultants from labor organizations, when requested by the Union.

ARTICLE 19 **ENVIRONMENTAL DIFFERENTIAL PAY**

Section 1. The Employer agrees to eliminate, or reduce to the lowest level possible, all hazards, physical hardships, and working conditions of an unusually severe nature. When the application of all reasonable and required safety precautions and equipment does not overcome the unusual and severe nature of the hazard, physical hardship, or working condition, the Employer agrees to pay environmental differential in accordance with criteria described in 5 CFR 532.511, Appendix A and this Article.

Section 2.

- a. An environmental differential shall be paid to employees within the unit, who when performing assigned duties, are exposed to a hazard of an unusual nature which could result in significant injury, illness or death; are exposed to a physical hardship of an unusual nature under circumstances which cause significant physical discomfort or distress not practically eliminated by protective devices; are exposed to a working condition of an unusual nature under circumstances involving exposure to fumes, dust, or noise which cause significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation or conditions which cause abnormal soil to body and clothing, etc., and where such distress or discomfort is not practically eliminated.
- b. When work project requires that employees be exposed to the conditions described in paragraph a above, the Employer will use the minimum number of employees necessary to accomplish the work, but in no event will the number assigned be unsafe, unhealthy, or create additional hazard or hardship to the employees assigned to the work project.

Section 3.

- a. The Employer agrees that when the Union and/or employee believes that a differential should be paid, the Union Representative and/or the employee shall request that the appropriate Director(s) make an immediate determination and so advise the Union Representative and/or the employee. If the Union Representative and/or the employee disagree with the determination of the Director, they may initiate a grievance under Article 20 at the step and level of the Director.
- b. If a satisfactory settlement is reached as a result of these meetings and/or grievance the settlement will be set forth in an official memorandum and distributed to the respective parties. The Employer will then authorize the payment of the differential from the date of the actual exposure and make all employees who were exposed whole.

Section 4. The Employer and the Union recognize that there are inherent hazards in the handling of ammunitions that cannot be eliminated by protective measure and therefore, a differential is appropriate. In this regard, the Employer agrees that a differential shall be paid to employees who, as regular part of their assigned duties, are exposed to those hazards within the limits of this Section and the definitions contained in 5 CFR 532.511, Appendix A.

- a. Explosives and Incendiary Material -High Degree Differential (8%) Working with or in close proximity to explosives and incendiary material which involves potential personal injury such as permanent or temporary, partial or complete loss of sight or hearing, partial or complete loss of any or all extremities, other partial or total disabilities of equal severity, and/or loss of life resulting from work situations wherein protective devices and/or safety measures either do not exist or have been developed but have not practically eliminated-the potential for such personal injury. Normally, such work situations would result in extensive property damage requiring complete replacement of equipment and rebuilding of the damaged area; and could result in personal injury to adjacent employees.
- b. Poisons (Toxic Chemicals) -High Degree Hazard 8%. An eight percent differential is authorized for all operations involving chemical munitions in the Toxic Area designated as F-Area when an operation is in effect.
- c. Low Degree Hazard -Explosives and Incendiary Materials 4%. Entry into the Restricted Area, (Gate R-1). A roster shall be maintained by the first line supervisor.
- d. Poisons (Toxic Chemicals) -Low Degree Hazard 4%. Mixing of high concentrate pesticides, rodenticides, and herbicides, and herbicides solutions to dilute to usable solutions for weed, rodent, and pest control.

Entry into the Restricted Area designated as F-Area when no operations involving chemical munitions are in progress or being conducted.

The term "in close proximity" as used herein shall be understood to mean immediate and dangerous exposure of employees to work situations corresponding to examples described under definitions of categories in 5 CFR 532.511, Appendix A.

Section 5. The parties agree that the provisions of 5 CFR 532.511 and Appendix A are incorporated into the Agreement. All changes made to these regulations shall be included in the Agreement where such changes broaden or restrict the payment of environmental differentials.

Section 6.

- a. Bargaining Unit employees subjected to more than one hazard, hardship or condition as represented in Section 1, above, at the same time shall be paid for that exposure which results in the highest differential, but shall not be paid more than one differential for the same hours of work. Employee performing work on second

and third shifts shall receive applicable differential in addition to any environmental differential pay which is authorized.

- b. When an environmental differential is paid on the basis of all hours in a pay status, members of the Unit will also be paid the differential during a period of overtime that occurs on the same day. The overtime pay will be one and one-halftimes the basic hourly rate including the environmental differential on an actual exposure basis they will be paid that differential at the overtime rate only if the exposure for which the differential is authorized occurs during the overtime period.

Section 7.

- a. Environmental differential is included as a part of the employee's basic rate of pay, and shall be used to compute premium pay such as overtime and holiday work or the amount from which retirement deduction is made, or on which group life insurance is based. Environmental differentials are not included in lump sum annual leave payments or in computing severance pay. Environmental differentials are stated as percentage amounts and are authorized for the categories of exposure as described in 5 CFR 532.511 Appendix A. The amount of environmental differential which is payable is determined by multiplying the percentage rate authorized for the described exposure by the second step rate for Grade WG-10 on the current regular non-supervisory wage schedule for the area, counting one-half cent and over as a full cent. The resulting cents per hour amount is paid uniformly to each wage employee in the unit who qualifies for an authorized differential, regardless of the grade level of the employee or the federal wage system wage schedule on which the employee is paid.
- b. When an employee is entitled to an environmental differential which is paid on an actual exposure basis, the employee shall be paid a minimum of one hour's differential pay for the exposure. For exposure beyond one hour, the employee shall be paid in increments of one quarter hour for each 15 minutes and portions thereof in excess of 15 minutes.

ARTICLE 20 **GRIEVANCE PROCEDURE**

Section 1. The purpose of this Article is to provide a procedure for the mutually satisfactory settlement of questions or disputes that may arise between the parties. It is intended that this grievance procedure will provide a means for resolving all complaints and grievances or matters arising out of the conditions of employment at the lowest level possible, and the Employer and the Union agree to work toward this end.

- b. An employee feeling aggrieved as a result of an unacceptable performance rating, adverse action and/or similar matter may elect to process the grievance/appeal under the Negotiated Grievance Procedure, or a Statutory Procedure, but not both. Once the procedure is elected, it is irrevocable in accordance with the terms of this Agreement. An employee shall be deemed to have exercised their option to raise the matter under either a statutory procedure or the negotiated procedure at such

time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing in accordance with the provisions of this negotiated procedure, whichever event occurs first.

Section 2.

a. This procedure is the exclusive procedure available to the parties for the resolution of all grievances, disputes, and matters arising out of conditions of employment, including questions of arbitrability and suspensions of fourteen (14) days or less and which includes, but is not limited to: (1) the interpretation and/or application of this Agreement; (2) interpretation and application of policies, rules, regulations and changes to past practices occurring during the life of this Agreement which govern and control working conditions and the working relationship between the Employer and the Union.

Exceptions to this grievance procedure are the following:

- (1) Any claimed violation of matters relating to prohibited political activities;
- (2) Claims arising under retirement, life insurance or health insurance systems;
- (3) Matters concerning National Security;
- (4) Any examination, certification or appointment;
- (5) Classification of any position which does not result in the reduction in grade or pay of an employee; or
- (6) Grievances which have as their basis allegations of discrimination as defined in Titles VII, and IX, United States Code;
- (7) Removal and/or termination actions involving temporary employees;
- (8) Removal/separation actions involving probationary employees.

b. An aggrieved employee affected by removal or downgrade for unacceptable performance or adverse actions has the option of grieving the action under the negotiated grievance procedure or the statutory procedure, but not both. An employee is deemed to have exercised his option at such time as the action is initiated under the statutory procedure or timely filed in writing under the negotiated grievance procedure, whichever occurs first.

Section 3. An employee or group of employees may present their own grievances under this procedure. The appropriate Union Representative must be given the opportunity to be present at any time that such employees present(s) their grievances for adjustment. Request for an adjustment shall be made in accordance with the procedures, time limits, and provisions of this Article except that the employee is not entitled to representation at any step, nor is employee entitled to arbitration. The decision rendered at Step 3 shall be final for the aggrieved and not subject to further appeal. Any adjustment made must be consistent with the terms of this Agreement. Any adjustment claimed by the Union to be inconsistent with the terms of this Agreement shall not be implemented until the dispute as to consistency with the Agreement has been adjudicated through this negotiated grievance procedure, including arbitration, if necessary.

Section 4. This grievance procedure shall be known as a full scope grievance procedure as permitted by Public Law 95-454 with the only exclusions as provided in Section.

Questions of grievability and/or arbitrability shall be reserved only to the arbitrator. Either party shall have the right in accordance with the appropriate rules and regulations to appeal the decision on any arbitration with the Federal Labor Relations Authority.

Section 5. Employee representation is restricted to the Union or to a representative approved by the Union when processing grievances or disputes under this negotiated procedure. Under no condition may the Employer conduct a grievance hearing, formal meeting, or discussion with respect to any matter involving interpretation or application of this Agreement without the Union being present at all such hearings, meetings, or discussions.

Section 6. This section describes the procedure that will be followed:

A grievance is defined as any dissatisfaction, expressed either orally or in writing, based on an alleged violation of personnel policies, practices and matters affecting working conditions, the interpretation and application of this Agreement, and any other matter which governs and controls the working relationship between the Employer and the Union.

Step 1. The complaint or grievance shall first be taken up by the aggrieved employee and/or the Shop Steward with the employee's immediate supervisor in an attempt to informally reach a mutually satisfactory resolution of the complaint or grievance. If no satisfactory resolution can be reached in the initial meeting, the employee or the Steward shall state that there is a grievance, and that they wish this supervisor to continue the attempt to informally resolve it. Three (3) work days or less, as required, will be allowed for the parties to reach agreement. If no agreement is reached as a result of this effort, the supervisor will be advised that the effort has failed, and that the parties will proceed to the division level for a further effort to reach agreement.

At this time, the grievance shall be reduced to writing and submitted through the Shop Steward to the division chief. Within three (3) work days after receipt of the grievance the division chief shall meet with the aggrieved employee, the Shop Steward, and the Chief Steward involved, in a further effort to negotiate a mutually satisfactory settlement. Five (5) work days will be allowed for the parties to reach agreement. If agreement is reached as the result of this effort, the agreement shall be reduced to writing by the division chief, reviewed, and agreed upon by both parties, and the grievance shall be considered closed as soon as all actions agreed upon have been accomplished. If agreement is not reached, the division chief shall provide the appropriate Chief Steward and the employee a written statement of the division's position with respect to settlement of the grievance, and the grievance may then proceed to Step 2.

Step 2. If escalated to Step 2, the written grievance shall be submitted to the director involved by the appropriate Chief Steward, either by mail or in person, and receipt of the written grievance together with the division chief's statement of position on the grievance shall constitute evidence that the grievance is at Step 2.

The submission shall be made within five (5) work days after receipt of the division chief's statement of position on the grievance.

Within five (5) work days after receipt of the grievance at Step 2, the director or an authorized representative shall meet with the employees, the Lodge President and/or the Chief Steward involved in a new effort to reach a mutually satisfactory resolution of the grievance. Five (5) work days will be allowed for the parties to reach agreement. If agreement is reached as the result of this effort, the agreement shall be reduced to writing by the director, reviewed, and agreed upon by both parties, and the grievance shall be considered closed as soon as all actions agreed upon have been accomplished. If agreement is not reached, the director shall provide the Lodge President, the Chief Steward, and the employee with a written statement of the directorate's position with respect to settlement of the grievance, and the grievance may then proceed to Step 3.

Step 3. If the grievance is escalated to Step 3, the Lodge President will within ten (10) work days submit the written grievance, together with the last position of the directorate for resolving the grievance, to the Commander. Within ten (10) calendar days from receipt of this material the Commander or a designated representative will meet with the Lodge President, the Chief Steward, and the aggrieved employees in an effort to reach a mutually satisfactory settlement of the grievance. A written decision shall be rendered within five (5) work days following the meeting to the Lodge President, with copies for the Chief Steward and the employees.

Step 4. Grievances not resolved at Step 3, except for employees handling their own grievances, shall be referred to arbitration in accordance with Article 21 of this Agreement.

Section 7. It is agreed by the Employer that the provisions of this Agreement have the full force and effect of mandatory regulations and any violation of this Agreement whether by an act of omission or commission, but for which improper action an employee or group of employees lose pay, allowances, or differentials shall be considered an unjustified and unwarranted personnel action under the Back Pay Act. In this regard, the Employer and the Union agree that the remedy for any violation of this Agreement that directly causes a grievants to suffer a loss in pay, allowances, or differentials shall be recovered under this grievance procedure in accordance with the Back Pay Act.

Section 8. Disputes between the Employer and the Union shall be initiated at the step and level of the Director, and shall proceed thereafter as though a grievance of an individual employee. If the Union is the moving party, the grievance or dispute shall be submitted to the appropriate director. If the Employer is the moving party, the dispute shall be submitted to the appropriate Chief Steward. If either party is dissatisfied with the decision at Step 3 it may, within thirty calendar days from the date of receipt of this decision, refer the dispute to arbitration in accordance with Article 21 of this Agreement.

Section 9. If any grievance is not taken up with the employee's immediate supervisor either formally or informally (or any dispute not taken up with the Employer or the Union) within fifteen (15) working days after the occurrence of the matter out of which the grievance or dispute arose, such grievance shall not be presented or considered at a later date, except cases where the employee was not aware of being aggrieved, or the Union or Employer was not aware of a disputed point, but in no case later than three (3) calendar months after the date of the alleged action. Extensions will be granted by mutual agreement for unusual cases.

- Section 10. a. At each and every step of the grievance procedure, the employee and/or their Union Representative shall be permitted to call relevant employee witnesses who shall suffer no loss of pay or leave for so serving. All participants in the grievance meetings shall be on official time. In order to accommodate the swing shift such grievance meetings shall be held no earlier than one hour prior to the beginning of their shift and such employees will be brought in early to attend the meetings. These employees will then be released an amount equal to the time spent in the grievance meeting at the end of their shift. Those employees on the owl shift will, on the day the grievance meeting is scheduled be permitted to report to work one hour later and will have their shift extended one hour in order to attend the grievance meetings.
- b. The Employer will, upon request, produce such payroll and other records that are permissible without violating laws, regulations, and governmental policy, for the purpose of substantiating the contentions or claims of the parties. It is agreed that in any event no disciplinary action shall be taken against an employee based on grounds which cannot be documented by evidence admissible in an arbitration hearing when and if requested by the aggrieved.
- c. Grievance meetings will be conducted in an atmosphere free from hostility and personal attack. Every effort will be made to find an equitable solution to the problem giving rise to the grievance and/or complaint. The Employer agrees that it will not conduct grievance meetings as if it were a court case with the management representative setting as judge. The issues shall be fully explored and facts mutually gathered with the idea in mind of reaching some form of settlement at this meeting. Any agreements reached and/or settlements entered into shall be immediately reduced to writing and distributed to the parties. Where agreement and/or settlement cannot be reached at this meeting the Employer will provide the written answer to the Union and the employee within the time limits established in the Agreement.

Section 11. Failure of management to answer written grievances within the time limits prescribed in each step of the grievance procedure shall permit the employee to refer the case to the succeeding step of the procedure. Failure of the employee or the Union to act within the time limits prescribed above will be treated as a withdrawal of the grievance, except that extensions will be granted when mutually agreed upon by the parties for good cause. Records of meetings required at each step of the grievance procedure will be furnished to the Union within the time frame for decisions at each step, by separate correspondence from the decision letter. If the Union believes the record is factually misleading or inaccurate as annotated, it shall draw this to the Employer's attention within five (5) working days of receipt, and the record shall be corrected to the mutual satisfaction of the parties within five (5) working days. If the Union does not respond within five (5) working days, it is agreed that the minutes are accepted as written.

Section 12. If an employee resigns, dies, or is separated by any other action than removal before a decision is reached on a grievance being processed under the terms of this Agreement and no compensation issue is involved, action will be stopped and all interested parties will be notified that, because of the separation, the case is being closed without decision. A copy of this notification will be made a part of the case record and

provided the Union by the Employer. It is understood that if a compensation issue is involved, the case will continue posthumously throughout all appeal channels until final adjudication is made of the compensation.

Section 13. This Article is designed to provide an equitable means for resolving complaints and disputes over the interpretation and application of this Agreement. Accordingly, both parties agree that when they are party to any grievance being processed which is subject to this negotiated grievance procedure no complaint or grievance will be taken or pursued outside the installation without first having gone through the negotiated procedure of this Article. This does not preclude either party from furnishing copies of correspondence on such matters to their own higher echelon offices.

Section 14. It is agreed that any changes in governing rules, laws, or Executive order, or decision of an authority which is binding on the Department of Defense, which will enlarge the scope of what is negotiable for grievance procedures in Federal labor management agreements shall automatically and promptly reopen negotiations on those portions of this Article and the following Article on Arbitration affected by such changes. Until such adjustments are negotiated, ratified, and approved by the parties, this Article as currently agreed upon shall remain in full force and effect.

Section 15. Employees, their witnesses and representatives must and shall be free from restraint, interference, coercion, discrimination or reprisal in presenting grievances or Union/Employer disputes and in giving testimony. The time spent by Union representatives in meeting with Employer representatives in Union/Employer dispute procedures shall be on the clock with no loss of pay or leave. Employees, Union Representatives or witnesses shall suffer no loss of pay or leave as a result of their participation at any stage of this grievance procedure.

Section 16. The Employer agrees that where an employee is issued a decision letter on disciplinary action and/or Adverse Action, employee may elect to grieve the decision through the negotiated grievance procedure prior to the effective date. In those cases the grievance shall operate as an automatic stay pending the decision through the grievance procedure by the Depot Commander. If the decision of the Commander is adverse to the employee, the decision shall set a new-effective date which shall be no less than five days after receipt of the Commander's decision.

Section 17. As both parties share the goal of resolving grievance issues in an expeditious manner, it is agreed that mediation is a preferred approach. The parties may mutually agree to utilize the services of the Federal Mediation Conciliation Service (FMCS) in resolving any grievance in lieu of the arbitration process set out in Article 21 .Once mutually agreed upon and an election for mediation is made, contact will be initiated with the Louisville, Kentucky FMCS office to obtain the assignment of a FMCS mediator on a no-cost basis. Both sides will comply with the process and requirements established by FMCS and cooperate in an informal fact-finding hearing with the FMCS mediator. Once the FMCS written advisory ruling is obtained, both parties agree that any advisory ruling will be considered binding. It is also understood that no more than one request for mediation per quarter will be processed Any request for mediation must be made within fifteen (15) calendar days from the date of receipt of the Step 3 decision in order to be timely.

ARTICLE 21 **ARBITRATION**

Section 1. In the event the Employer and the Union fail to settle any grievance or dispute arising under Article 20, "Grievance Procedure," such dispute or grievance shall, upon written notice by the party requesting arbitration to the other party, be referred to arbitration. No employee in the bargaining unit shall make use of arbitration without the express approval of the Union. Notice of intent to arbitrate shall be served no later than thirty (30) calendar days following the conclusion of Step 3, Section 6, Article 20 of this Agreement.

Section 2. Within ten (10) working days from the date of receipt of an arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. The parties have established a list of arbitrators they will select from. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one name from the list and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union. Further, the Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in conjunction with the arbitrator's proceeding. The fee and expense for any and all services required by statute or regulation shall be borne by the Employer. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Thursday, and all employee appellants and witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceeding. An arbitrator shall be clothed with the full authority to award an employee attorney fees when warranted in the interest of justice, or when it is determined that the Depot engaged in a prohibited personnel practice or any case in which the Agency's/Depot's action was clearly without merit.

Section 4. The arbitrator is requested by the parties to render a decision as quickly as possible but in any event no later than thirty (30) calendar days after the close of the hearing unless the parties otherwise agree. The decision of the arbitrator will be binding upon the parties, except that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under rules and regulations prescribed by the Authority. Arbitration may be invoked only by the Employer or the Union.

Section 5. The parties agree that all arbitration awards shall be implemented or appealed within the time limits for appeals established by the Federal Labor Relations Authority. If an appeal of an arbitration award is dismissed the award shall be implemented within ten (10) days of receipt of notification of dismissal. If an award is altered or amended by the Federal Labor Relations Authority or the Federal Court the amended award shall be implemented within ten days of notification of amended award.

ARTICLE 22 UNION-MANAGEMENT MEETINGS

Section 1. The Employer agrees that meetings shall be held as the need arises and/or subject to the request of either party, between the representatives of the Union and the Employer to confer on personnel policies and practices and other matters affecting working conditions of the employees in the bargaining unit and for the purpose of reviewing and discussing the common interests in establishing and maintaining labor management cooperation between the Union and the Employer.

Section 2. The Employer further agrees that at any meeting called for the purpose of reviewing and discussing the common interest in establishing and maintaining labor management cooperation between the Employer and the Union, a minimum of two (2) Union Representatives of Fort Estill Lodge 859 may be in attendance to represent the interest of the Union and meet the obligations imposed on both parties. In addition, at any such meeting, the Union may include an appropriate non-employee Business Representative or Grand Lodge Representative of the IAM and Aerospace Workers.

ARTICLE 23 FEDERAL WAGE SYSTEM SURVEYS

Section 1. The Union shall be notified of the time and extent of locality wage surveys as tentatively scheduled by lead agency.

Section 2. The Union shall be notified when the specific full scale or wage change survey date has been firmly established for this installation by communication from the lead agency.

Section 3. The Union shall be permitted to have an observer of its choice from the Unit at the organizational meeting of the local wage survey committee, unless the lead Union objects to the presence of observers. The Union shall be given adequate time allowed for two Union representatives from the Unit to present their views to the Local Wage Survey Committee. The Local Wage Survey Committee will give full consideration to information and recommendations made by the Union Representative.

ARTICLE 24 CIVIC RESPONSIBILITIES

Section 1. In the event a full time employee is subpoenaed for jury or called as a witness in a judicial proceeding to which the United States, or a state or local government is a party, that employee shall be granted court leave in accordance current OPM guidance. Retention of fees received for such services, and payment of travel expenses will be administered in compliance with current governing regulations. If an employee is on annual leave during services that would qualify them for court leave, court leave will be substituted. Fees for such services received on non-work days may be retained by the employee.

Section 2. If an employee is subpoenaed for jury duty or witness service, employee shall promptly notify their supervisor in order that arrangements may be made for employee's absence from the Depot. The employee will present to the Employer a signed jury service certification or other satisfactory evidence of the time served on such duties.

Section 3. Administrative excused time will be given eligible employees for the purpose of voting in National, State, and local Municipal elections. In this connection, employees will be excused without charge to leave for the purpose of voting on the following basis: Within a radius of 35 miles, for periods of three hours after the polls open or three hours before the polls close, whichever will cause the least period of absence from the Depot; from 35 to 70 miles, for a period of four hours after the polls open or four hours before the polls close, whichever will cause the least period of absence from the Depot; from 70 to 105 miles, five hours will be allowed on the above basis. If an employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, absence not to exceed 1 day will be allowed.

Section 4. For employees who vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting. When an employee can register on Saturday or on their off days or by mail, such employee is expected to do so.

Section 5. The Employer and the Union mutually agree that Depot employees in the Unit will be encouraged to participate in worthwhile charity drives and savings bonds drives; however, in no instance shall the Employer or the Union exercise undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute or to purchase savings bonds if employee does not wish to purchase same. The parties hereto also agree that no rights or privileges that would otherwise be extended to any employee in the Unit will be withheld; nor will any reward be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive.

ARTICLE 25 BENEFICIAL SUGGESTIONS

Section 1. The Employer and the Union encourage all employees in the Unit to participate in the Incentive Awards and Cost Reduction Programs. It is the desire of the Employer that all beneficial suggestions and cost reduction ideas be processed in a timely and expeditious manner. In this regard, it is agreed that employees who encounter unreasonable and unwarranted delays in receiving a final determination on the adoption or rejection of a beneficial suggestion or cost reduction idea, may take the matter directly through, or accompanied by the Shop Steward to the Director of Services and Support.

The employee or the Shop Steward, when requested to by the employee, shall have the right to investigate complaints regarding delays in processing beneficial suggestions or cost reduction ideas and the Employer agrees to furnish all pertinent information as to the reasons for delays through the appropriate supervisor or other cognizant officials responsible for administering the program. The Employer further agrees that where unreasonable delays are found to exist, such action as is necessary to expedite the case in question will be initiated. For purpose of this Agreement, any suggestion not adopted or rejected within ninety (90) days of the date filed shall be considered unreasonable delay.

Section 2. Employees are encouraged to discuss prospective suggestions with their immediate supervisor, after they have been written up and before they have been submitted to the Directorate of Services and Support, who will aid them in insuring that the suggestion is sufficiently described for evaluation. Rejections will be in writing and the suggestor will be afforded the opportunity for a personal interview with the appropriate personnel concerned to discuss the details of the rejection letter.

Section 3. All employees are encouraged to submit their suggestions and or proposals for improvement to the Incentive Awards Administrator. All suggestions adopted shall be adopted within the guidelines of the Incentive Awards Program. In addition, any Quality Circle, Super Circle Programs or look-a-like programs, operated by the Depot shall not in any manner discuss, consider, or make recommendations and/or determinations on personnel policies, practices, and matters affecting working conditions which are the subject of this Agreement or subject to negotiations with the Exclusive Bargaining Agent as provided for in 5 USC 71, The Civilian Service Reform Act of 1978.

ARTICLE 26 BULLETIN BOARDS

Section 1. The Employer agrees to provide space for bulletin boards at mutually agreeable locations for the sole use of Lodge 859, IAM & AW.

Section 2. The Union is responsible for posting and removing material on its bulletin boards, and agrees not to post material that does not meet the guidelines in the DOD instructions concerning posting or distribution of Union material. The Union further agrees that the maintenance and posting material shall be accomplished outside of working hours.

ARTICLE 28 PUBLICIZING THE AGREEMENT

Section 1. The Employer agrees that as part of their orientation, all new or rehired employees hired into a position included in the bargaining unit shall be informed of the Union's exclusive recognition status. In addition each new or rehired employee shall be given a copy of the current collective bargaining agreement and provided an information sheet that has been mutually agreed to between management and the Union.

Each new or rehired employee shall be introduced to the Steward and/or Chief Steward in the area where employee is assigned to work.

The Employer will provide to the President of the Union the names and work locations of all new bargaining unit employees on a monthly basis.

Section 2. The Employer agrees to print and supply to the Union copies of the Agreement and any amendments hereto to all employees within the Bargaining Unit.

ARTICLE 29 EMPLOYEE SERVICES

Section 1. All hand and shop tools shall be furnished by the employer.

Section 2. Wherein the Employer permits any bargaining unit employee to serve on any Incentive Awards Committee such bargaining unit employee shall be appointed with nominee made by the president of the Union and shall be permitted to participate fully in the Incentive Awards Committee's deliberations and meetings.

ARTICLE 30 GENERAL PROVISIONS

Section 1. Both parties agree that the provisions of AR 735-5/DA PAM 735-5 will govern investigations into loss or damage to government property, to include all vehicles. The Agency will ensure full compliance with all due process rights and appeal rights are provided to bargaining unit employees. This includes the right to utilize the negotiated grievance process. The Agency can only collect for damage to government owned equipment or vehicles which falls under AR 735-5/DA PAM 735-5 in the regular course of duty when such damage is incurred as the result of willful misconduct, disobedience or negligence on the part of the employee.

It is understood that all employees, who while operating government vehicles, are protected by the Federal Drivers Act ("Drivers Act"), 28 U.S.C. 2679(6)-(e). This law relieves all government drivers from the burden of personal liability for third party claims arising from vehicular accidents occurring during their course of employment.

Section 2. The Union will be permitted to use the Blue Grass Army Depot's internal mail system for the purpose of sending official union/management correspondence.

Section 4. The Union shall be provided access and/or copies to any service, publication, Data Facts, and/or bulletins which are available and paid for with government funds. Examples of such services are subscriptions to Government Employee Relations Reports, Federal Times, Federal Employee's News Digest, and data bases which are available to the Depot. Such material will be provided at no cost to the Union and will be done in accordance with all applicable laws, rules, and regulations.

Section 5. The Employer agrees to furnish a complete and up-to-date listing of all bargaining unit employees in the Unit to the Union. Such listing shall include the name, grade, classification, and location of each employee.

Section 7. The Employer agrees to place an employee that has been returned to the shop by medical authority for light duty only on a type of work that will not aggravate employee's illness or injury. It is further agreed that no employee will be sent home if light duty assignments are available and if the employee is qualified to perform the assignment.

Section 8. Employees contemplating retirement have available to them the services of the Army Benefits Center for both retirement computations and counseling services. See Appendix A for the Memorandum of Agreement regarding the Army Benefits Center.

Section 9. The Employer agrees that Unit employees will be specifically assigned to one first-line supervisor, who shall be responsible for approving leave, making performance ratings and appraisals, initiating disciplinary actions, and directing the work of employee in the Unit in other than a working leader capacity. In the temporary absence of a regular supervisor, the employer agrees to appoint an acting supervisor.

Section 10. It is to be understood that the policy of the Employer is that provisions of this Agreement shall be applied fairly and equitably among all employees in the Unit.

Section 11. No employee in the Unit shall be questioned regarding any matter which alters the provisions of this Agreement unless such employees have been duly authorized by the Union to act as spokesperson in regard to this decision.

Section 12. Employees taking required examinations scheduled by competent authority during their regularly assigned duty hours shall be entitled to be examined without loss of pay, leave or other benefits. If any employee is referred to a private physician by the Post Surgeon as a substitute for, or to amplify, clarify, or otherwise confirm a physical examination of any sort which the Depot requires the Post Surgeon to perform, the Employer agrees to pay for the costs attendant, thereto.

Section 13. If an employee is injured or rendered ill or otherwise is incapacitated as the result of an on-the-job episode (accident), the employee will be required to fill out a CA1 and CA-2 BEC form as soon as possible after the accident or incident. Shop Stewards are hereby authorized to assist such employee and/or their appropriate supervisors in filling out the forms. It is further agreed that once said forms are properly filled out and authenticated by the appropriate supervisor, the forms will promptly be submitted by the appropriate supervisor to the Compensation Clerk for appropriate processing of record.

Section 14. It is understood by both parties that a unique situations exists for employees working in the ammunition storage area relative to the lunch periods due to constant change in workload requirements; inaccessibility to foods and the limitations of time to eat. In this regard, the Employer agrees that it shall be the continuing policy that when the employees are working in areas where food is not readily available or accessible, provisions will be made to permit an employee to have an eating place in which to eat their meal in comfort, and provisions for employees to order their food from the base restaurant, with the understanding that such food will be delivered by the base restaurant and the restaurant will be provided a space to dispense the food and assistance in dispensing the food.

In the event food service is not provided to the employees in the field, employees will be provided transportation to the Post Restaurant and back to their work sites, and allowed sufficient travel time to provide a 30 minute eating period at the restaurant without loss of pay or leave for time spent in transportation.

In the event any changes in these arrangements are mandated because of the economics of the Post Restaurant, the parties agree to meet and work out any new conditions that may be required, to the mutual satisfaction of the parties affected, prior to effecting the changes.

Section 15. The Employer agrees to allow all employees having the appropriate security clearance access to the fishing lakes on the Depot with applicable safety and/or security regulations.

Section 16. It is agreed and understood that the Employer will not operate it's open door policy in a manner that is inconsistent with this Agreement.

Section 17. It shall be the policy of the Depot to administer the traffic enforcement program internally prior to resorting to the use of the Magistrate Court System whenever possible.

Section 18. Wherein a worksite is unacceptable due to the livestock, the Land Manager will be contacted who will make arrangements for their removal and clean up prior to employees being required to work in that area.

Section 19. Wherein the Employer permits any excused time for celebration of holidays or official events on the Depot, employees who, because of their religious beliefs, choose not to participate in such activities shall be permitted an equal amount of excused time to participate in alternate activities at the Depot.

Section 20. No employee will be required to participate in the CAIC Response Team except on a voluntary basis unless such duties and responsibilities are a part of the employee's officially assigned duties.

Section 21. When a tire on a carryall, pickup, or a sedan goes flat the following procedure will be used:

- a. The operator of the assigned vehicle will arrange for inflation of the tire with the available air tank and drive the vehicle to the garage for tire repair.
- b. If the tire is not reinflatable, the operator may request another vehicle to continue their duties.
- c. If a vehicle is not available and personnel from the garage are in the area, the garage personnel may change the tire.
- d. If the garage personnel are not in the area, the operator will change the tire to be able to continue their duties.
- e. Tire changing safety will be a part of the annual defensive driving training of all operators.
- f. When employee's duties allow, the operator will be afforded reasonable cleanup time after changing tires.

Section 22. The CPAC personnel and each area's administrative assistants will be available to assist employees who have a problem in accessing or communicating with the Army Benefits Center (ABC).

Section 23. Directorates and offices will be responsible for providing computer access to employees who do not have computers. Employees will be notified of the computer location and will be allowed to access the ABC during working hours.

ARTICLE 31 UNIT EMPLOYEE UTILIZATION AND TRAINING

Section 1. The Employer will, within budgetary limitations, and without discrimination, provide unit employees with training and development opportunities which will enable the employees to do their work effectively, and to attain their career objectives. Such opportunities will be based on the best interests of the Employer and on the interest of the employee, but in no instance solely for the benefit of the employee.

Section 2. In recognition of the mutual advantages to the Employer and the employee, any unit employee participating in schooling or training shall be excused from work without charge to leave while attending.

Section 3. The Employer agrees that following the effective date of this Agreement, allowed time will be made available to the Union for the purpose of providing training on the newly signed Agreement. This time is considered to be to the mutual benefit of the parties and shall be granted as follows: five (5) days per Steward/Officer over the life of the contract. The Union President will notify the CP AC Chief of those who shall attend these training sessions well in advance of the scheduled training so that arrangements may be made for the release of the employees. Such training shall be conducted by the Union and may be conducted at a place off-site of the Depot in which case the employees shall be released on official time.

ARTICLE 32 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree that employees in the Unit shall not be discriminated against because of race, creed, color, age, sex, national origin, or physical or mental handicap. In this regard the Employer agrees to place the President or their designated representative on any Equal Employment Opportunity Committee established on the Depot. In addition the Employer agrees to give consideration to names submitted by the Union to be EEO Counselors.

Section 2. It is agreed and understood that should an employee file a formal EEO complaint, in accordance with the EEO complaint procedures outside the Agreement, such employee shall be permitted to select a representative of their own choosing, and the

employee and representative shall be free to pursue the complaint without reprisal, coercion, or intimidation in any manner.

Section 3. The Employer agrees that, whenever possible and practicable, it will conduct outside recruitment programs in the community to insure the recruitment of available minorities for positions in the bargaining unit. The Union shall be given the opportunity to provide input to the Depot's Federal Equal Opportunity Recruitment Program (FEORP) Plan, and the EEO Affirmative Action Plan. The Employer agrees to provide the Union copies of periodicals and publications that are sent to supervisors by the Depot to enhance sensitivity and awareness of goals and objectives of minorities and women.

ARTICLE 33 GUARD UNIT

Section 1. Hours of work, overtime, and holiday pay shall be administered in accordance with current statutes and regulations of the Office of Personnel Management as implemented by the Department of the Army, and in accordance with the terms of this Agreement.

Section 2. The following provisions regarding the 12-hour shift apply:

- a. For Conventional and Demil guards: two basic shifts per 24 hour period: a day shift from 0630 hours to 1930 hours; and a night shift from 1830 hours to 0730 hours.
- b. For Chemical guards: two basic shifts per 24 hour period: a day shift from 0615 hours to 1915 hours; and a night shift from 1815 hours to 0715 hours.
- c. For Gate guards: two basic shifts per 24 hour period: a day shift from 0500 hours to 1800 hours; and a night shift from 1700 hours to 0600 hours.
- d. The assigned work shifts include a transition period of 30 minutes at the beginning and the end of the shift. The transition period includes dress time, weapons issue time and guard mount time. Work day schedules will be based on the following: The first work day schedule will be Monday, Tuesday, Wednesday and every other Sunday; the second work day schedule will be Thursday, Friday, Saturday and every other Sunday. One shift will work Monday, Tuesday, Wednesday and every other Sunday; and the other shift will work Thursday, Friday, Saturday and every other Sunday.
- e. Work day schedules will rotate every 24 weeks.
- f. Day and night shifts will rotate every 12 weeks.
- g. All Platoon rotation schedules will continue in the same manner indefinitely.
- h. The Work Day Rotation Schedules and Shift Rotation Schedules will continue in the same manner indefinitely.

i. Due to the nature of the security requirements levied upon the installation, it is recognized that a prescribed number of guards must be on hand to meet these requirements. To ensure all posts are filled a balance will be maintained in all Platoons based on the amount of posts that have to be filled. The priority of filling posts with extra guards on shift will go according to shift start times: first priority will be Platoon internal. As a last resort extra Chemical, Conventional, Gates and Demil guards will fill shortages outside their normally assigned mission. When a draft situation occurs it will be done platoon internal. Once a guard is assigned to a post, the guard will only be drafted to work within the mission (Chemical, Conventional, Gates, and Demil) the guard is assigned that work day, unless the agency would be seriously handicapped in carrying out its functions or costs would be substantially increased. When there are no excess guards the volunteer list for guard positions will be used. If the volunteer list does not produce a sufficient number of volunteers to cover overtime requirements, employees may be drafted for overtime assignments in accordance with negotiated overtime polling procedures. Whenever a guard requests relief from required overtime, the supervisor will supply relief within the first two hours, except in the case of an emergency. In order to assist management in meeting this requirement, guard force personnel will make every attempt to notify the supervisor of an unscheduled absence at least two hours prior to the beginning of shift.

j. Changes in shift times may be made in accordance with the current and applicable provisions of 5 C. F. R. 610.121(a), in situations which impose immediate and unforeseen work requirements, including situations where the employer determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

k. Management will maintain a roster of all guards working outside their Platoon ensuring there is a fair and equitable rotation.

Section 3. The Employer and the Union agree that Guards shall be assigned shifts and, once assigned, shall not be disturbed except for increased work or lack of work on the shift, or in the case of personal hardship or emergency unless the agency would be seriously handicapped in carrying out its mission and functions or that costs would be substantially increased if a change in work schedules was not made. With respect to the assignment of guards to shifts currently in effect as of the date of this agreement shall remain in effect for the duration of the agreement, subject to the conditions of this article. When a vacancy occurs on any shift, the Employer shall notify all guards of the vacancy and they shall have the opportunity to volunteer for a shift change. Such notification shall be given as soon after the vacancy occurs as possible. The staffing and de-staffing of the shifts will be the most senior volunteer who will be reassigned to the vacancy. In the case of personal hardship or emergency, an employee may change shifts provided a qualified guard on the desired shift agrees to switch shifts. The Employer will consider these requests based upon maintaining balanced mission requirements.

Section 4. No employee in the Unit will be required to obtain their assigned weapon and/or other issued equipment or to begin their work assignment prior to the actual starting time of their assigned shift without being compensated in accordance with applicable pay regulations. The Employer agrees that when there are required incidental duties in connection with shift change and they exceed the normal twelve hour tour of duty, the extra time the employee is in a work status in excess of forty hours during the work week will be compensated by payment of overtime in accordance with the Agency regulations.

Section 5. Subject to training, security and physical requirements, overtime assignments shall be distributed among qualified employees on the shift where the overtime requirements exist. The Employer shall be responsible for polling all employees on their shift, except those on leave, for their off days and the following shift. All employees will be allowed to volunteer for any post assignment they are cleared for with regard to grade and job series (i.e., supervisor, desk sergeant, police officers, SRT or toxic guard). They can poll for the area they want to work (i.e. Gates, Conventional, Chemical, or Demil).

All employees polled will sign the polling sheet and indicate YES or NO for any offered overtime and the area they want to work. If they choose to poll for any Post in any area they will indicate Yes. All polling sheets shall contain the date or dates of polling, the date the poll will be used and the shift where the overtime may be offered. When a requirement for overtime exists the supervisor will refer to the polling sheet for that date and shift and assign the overtime to the volunteer with the least accumulated hours with regard to grade and job series (i.e., supervisor, desk sergeant, police officer, SRT or chemical guard). If two volunteers have the same number of accumulated hours the volunteer with the oldest service computation date will be assigned the overtime.

Last minute call-ins that create vacancies will be filled by the off going shift. Emergencies or illnesses that occur during the first six hours of employee's shift will be filled from the polling sheet for the off days on that shift. The steward will be notified of the call and a record made on the polling sheet. This overtime will be assigned using the low accumulated hours of the polled volunteers from those shifts. The Employer is responsible for maintaining records of overtime worked or declined on employee's shift. If an employee is polled for overtime and declines, and an assignment is later made, the employee will be charged the amount of overtime offered if the individual had less accumulated hours than the employee that worked. Employees assigned overtime will be notified as soon as possible prior to their performing the overtime duties.

When an employee is called back to perform unscheduled overtime work either on a regular work day after employee has completed their daily tour and has left their place of employment or on a holiday or on one of employee's scheduled non-work days, employee will receive pay for a minimum of two (2) hours overtime even if their services are not required for the full two hours by the employer. Employees will be drafted for an overtime assignment by the furthest draft date back and then seniority (time on guard force). Strict overtime record keeping shall be maintained by each shift supervisor and all overtime offered, worked, and/or refused will be charged. Overtime derived from post assignments as a regular tour of duty will not be charged on the overtime roster (i.e. staying over for an appointment/voting/guard running late/etc.).

Every effort will be made to find an employee, who has been or is being drafted for an overtime assignment, a relief at the earliest practicable time. When it becomes necessary to require a guard to stay over on the next shift, that requirement will be for six hours unless the employee asks for relief. If relief is requested, the supervisor will

attempt to find a relief for the employee as soon as possible in accordance with this section. Employee on extended sick leave (20 work days or more) will be given the median number of overtime hours upon return for record keeping purposes.

Section 6. The Employer and the Union agree that guards will be assigned to shifts and, once assigned, shall not be disturbed except for increased work or lack of work on the shift or in the case of personal hardships or emergency unless the agency would be seriously handicapped in carrying out its mission and functions or that costs would be substantially increased if a change in work schedule was not made. Requests for Personal Hardship or Emergency assignments will be in the form of a written request through their supervisory chain to the Security Officer, listing reasons for the request. If the request is approved it will be open for review yearly. Shift changes will be permitted after the annual performance appraisal has been presented, if the balance between shifts is maintained. If it becomes necessary to move an employee from one shift to another in order to balance a shift, a request for volunteers will be made of the entire guard force. If volunteers cannot be obtained, the move will be made based on the employee's time on the guard force. Should an employee be assigned outside DLES they will lose their seniority for shift assignments. If an employee is assigned within the DLES they will maintain their seniority for shift assignment. The Employer and Union agree that for the health and welfare of the employee, it may be necessary for that employee to be assigned to a particular shift best suited for the situation.

Section 7. Whenever a guard is forced off their permanently assigned shift and a vacancy occurs on the shift they were permanently assigned, the Guard will be offered the opportunity to go back to the shift from where they were forced off.

Section 8. When it becomes necessary to require a guard to stay over on the next shift, that requirement will be for six hours unless the employee asks for relief. If relief is requested, the supervisor will attempt to supply it within the first four hours.

Section 9. GENERAL PROVISIONS (GUARDS)

a. All Security Guards are required to wear the navy blue BDU 511 tactical duty uniform. The Navy BDU 511 tactical duty uniform will comply with the following guidelines:

- (1) Trousers (Rip-stop) navy blue with cargo pant; trousers will be boused in accordance with AR 190-56.
- (2) Shirts (Rip-stop) navy blue two pocket Long Sleeve (tucked in).
- (3) Nylon belt 1 ¼ inch with black buckle.
- (4) Black t-shirt.
- (5) Boots in accordance with AR 190-56.
- (6) 511, 3 in 1 navy blue jacket (sterol).

b. Each new guard will be furnished the following at no cost:

- (1) A black equipment belt.
- (2) Flashlight holder and flashlight.
- (3) Radio carrier.

- (4) Key holder.
- (5) Handcuff case w/cuffs and one key.
- (6) Shoulder patches and flags.
- (7) Badge and crest.
- (8) One raincoat.
- (9) National Institute of Justice Type II.
- (10) OC Spray/holder.
- (11) ASP Baton/holder.
- (12) Equipment Bag.

c. Each guard is responsible for maintenance of their uniforms and will receive the maximum clothing allowance allowed by law in the form of a quarterly allowance for that purpose. All items listed above, when worn out, will be replaced by Security except the shoulder patches and flags.

d. Baseball type caps, navy blue in color, will be the authorized headgear, in lieu of the standard eight point cap, for all BGAD Guard personnel.

e. Any employee paid a clothing allowance must wear the uniform or forfeit the allowance. However, on special occasions or assignments it may be necessary to have patrolmen out of uniform.

(1) When weather conditions are announced at wet bulb 3 yellow, the uniform shirt will be authorized to be taken off with supervisor approval.

f. Post assignments will be made consistent with employee qualifications and without discrimination or personal favoritism.

g. Every fixed post shall have restroom facilities where feasible. Where it is not feasible, the Employer agrees to have relief available not more than 15 minutes after the employee's request.

h. Patrolman shall not be used to carry non-official messages.

i. Each patrolman shall be instructed as to who they are to report to.

j. The Employer agrees to recognize appointed shop stewards.

k. Each Security Guard will be assigned to a shift supervisor who will rate performance, approve leave, and provide any necessary training.

Section 10. Due to the necessity for a continuous operation of the Security Force, it is essential that the employees be granted a paid lunch period not to exceed twenty (20) minutes. In this regard, it is necessary that the employee eat in close proximity of the assigned working area.

Section 11. Breaks for the Guards will be as follows: Fifteen minutes will be allowed during the first four hours of the shift, and two ten minutes breaks during the second half

of the shift. Breaks are to be taken as the work situation permits. Each Guard will coordinate break times with the supervisor. Breaks will be taken in the vicinity of the Guard's post.

Section 12. Immediately following all inspections, all employees will be provided a copy of any alleged inequities for which they may have been responsible for and provided an opportunity to rebut any alleged discrepancies.

Section 13. Training away from the Depot in technical schools and colleges shall be done in a fair and equitable manner so that the total Guard Force has equal opportunity to become highly qualified in their duties. Training shall be budgeted in such a manner that each employee shall have equal opportunity for advancement through education.

Wherein the training involves duties which would enhance the promotional opportunity of individuals above their current grade levels, such training shall be offered competitively. This is intended to give all guards equal opportunity to receive the training available. Available training will be posted on the training board. Guards selected to attend instructor/certification courses will do so with the understanding that they will make every effort to provide these skills upon request of management.

Section 14. Guards shall not be required to stand any official inspection as far as grooming, neatness and cleanliness is concerned. Guard mounts will be conducted to disseminate information regarding safety, security and other vital information. Each supervisor will be individually responsible for bringing to the attention of the individual any discrepancy in employee's uniform or appearance. Such notification will be in private and be between the employee and the supervisor.

ARTICLE 33-B DRAFTING OVERTIME PROCEDURES

Section 1. Due to the nature of the security requirements levied upon the installation it is recognized that a prescribed number of guards must be on hand to meet these requirements.

Section 2. When the overtime volunteer list for guard positions is exhausted and prior to draft procedure being implemented, the on duty Desk Sergeant/SR T will be polled to volunteer for overtime assignment as a guard. In the event the overtime offer is declined, draft procedures will be implemented as follows:

- a. All guards will sign the polling sheet indicating yes or no for any overtime offered.
- b. Overtime will be assigned IA W the existing overtime Draft Roster presently in existence.
- c. All drafts will be Platoon internal.

- d. Additional personnel working outside of their usually assigned area (Conventional, Chemical, Demil. Or Gates) will only be drafted for the area assigned on that work day.
- e. When a guard has been drafted to work overtime they will be exempt from the draft, absent emergency conditions, until all employees have been assigned using the draft roster of rotation.
- f. If a guard is working an off-day and desires to work a succeeding shift, they may volunteer for overtime offered or may be subject to draft on succeeding shift.
- g. In the event a guard is drafted for or notified by the shift supervisor of an overtime assignment, regardless of the amount of time worked, the draft obligation will have been fulfilled, and will be credited accordingly.
- h. When a guard works an eighteen hour shift, absent an emergency condition, they will not be available for another eighteen hour shift until 48 hours has past from the end of the shift.
- i. When a guard completes their workweek, and has leave approved on the first day back of the coming workweek, they will be exempt from the draft absent an emergency situation.

ARTICLE 33-C SPECIAL RESPONSE TEAM (SRT)

The following provisions regarding the Special Response Team (SRT) apply:

- a. There will be ten SRT positions. SRT members will serve as Security Guard Force personnel, and will assume SRT duties during special threat situations/other assignments. SRT positions will be assigned to the Security Guard Force Platoons to ensure that all SRT members are available for training on the same day. Every effort will be made to ensure SRT members are balanced among designated platoons.
- b. The Depot will supply the cost and procurement of uniforms, equipment and/or supplies necessary for a fully functioning unit as required in AR 19058, Chapter 4-3 and further depicted in FM 3-19.11. Additionally, replacement of unserviceable uniforms, equipment and or supplies will be the responsibility of the Depot. In this regard, purchase of, or replacement of such items will not be effected by means of "clothing allowance". These uniforms will be an alternate uniform from the Security Guard Force. Alternate uniforms allow SR T members concealment in different environments, and are strongly recommended because the threat may have access to the same uniform as the Security Guard Force (FM 3-19.11, par. C32).

- c. SR T members will be allowed to volunteer for Security Guard overtime when there is an insufficient complement of Security Guards (GS-0085-05) available and in instances where Security Guards (GS-0085-05) would be otherwise forced to work. An overtime roster and draft roster will be maintained, and SRT personnel will be awarded overtime and drafted accordingly. SRT members will be used to replace other SR T members when there is an absence on shift.
- d. If standby status would ever become necessary, the SRT members would be compensated accordingly.
- e. SRT members who become ineligible for continued service to the program due to physical requirements, certification, or because they no longer desire to be included in the program will be extended the maximum benefits under the law to reassignment or change to the lower grade to a vacant position for which they are qualified. New hire SRT personnel will be given two opportunities to complete the Army SRT Phase I Certification Course. If the new hire SRT personnel fails to pass the SR T Phase I Certification Course on the second attempt, they will be returned to the existing Security Guard Force.
- f. SRT members will be afforded adequate time to conduct individual and team training. This dedicated training time will specifically include: Tactics training, live-fire of weapons, and conditioning.
- g. It is the responsibility of DLES to coordinate any training/certifications necessary to maintain a mission ready team (per AR 190-58, par 4-1, 4-2 and as defined in Position Description #AUI 10068).
- h. Extra wall lockers will be provided to SRT members for centralized/dedicated storage of all uniforms/special equipment necessary to conduct SRT operations.

ARTICLE 33-D **TELE-COMMUNICATOR/ALARM MONITOR**

The following provisions regarding the Tele-Communicator/Alarm Monitors apply:

- a. There will be two basic shifts per 24 hour period: a day shift from 0630 hours to 1900 hours; and a night shift from 1830 hours to 0700 hours. This includes shift transition time. The shifts will be permanent and fixed.
- b. Shift 1 will be Mon -Wed and every other Sun. Shift 2 will be Thu -Sat and every other Sun.
- c. Each Tele-Communicator will work a total of 4 four hours of built-in overtime each bi-weekly pay period.

- d. Each Tele-Communicator will be assigned to a supervisor who will rate performance, approve leave, and provide ant necessary training.
- e. The annual leave plan submission deadline will be 15 March annually.
- f. Due to the nature of the security requirements levied upon the installation, it is recognized that the Tele-Communicators must be on hand to meet these requirements. When the overtime volunteer list for the Tele-Communicator position does not produce adequate volunteers to cover overtime requirements, employees may be drafted for overtime assignments in accordance with negotiated overtime polling procedures. Whenever a Tele-Communicator requests relief from required overtime, the Employer will make every reasonable effort to supply relief within the first two hours, except in the case of an emergency. In order to assist management in meeting this requirement, Tele-Communicator personnel will make every attempt to notify the supervisor of an unscheduled absence at least two hours prior to the beginning of shift.
- g. When a Tele-Communicator position is vacated, all remaining TeleCommunicators will be polled for the open position, based on time on guard force.

ARTICLE 34 DUES WITHHOLDING

Section 1. The employer agrees to deduct dues from the pay of those eligible employees who voluntarily authorize such deductions on the Standard Form 1187, or other appropriately authorized form, who are members of the Union or who have applied for membership in the Union.

Section 2. In order for the Union dues, which consist of the regular periodic amount required to maintain a member in good standing in the Union, to be deducted by the payroll office of the Employer from the pay of an employee each biweekly pay period, the following requirements must be met by the Union:

- a. The employee desiring to have dues deducted from their biweekly pay must be a member in good standing in the Union or must have applied for membership in the Union contingent upon the payment of the first month's dues by means of a voluntary allotment as provided herein.
- b. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of dues. When an employee is on dues deduction and is in a non-pay status for the entire pay period no withholding will be made to cover that pay period. In the case of an employee who is in a non-pay status for part of a pay period, dues will be deducted provided his pay is sufficient to cover such deductions after other required deductions are made.

c. The employee must have submitted, through the Union, a voluntary authorization for deductions on Standard Form 1187. The Union will complete and sign the Form and transmit same to the Civilian Personnel Advisory Center.

Section 3. a. It is agreed that an allotment may be submitted to the Civilian Payroll Section at any time and that the effective date of dues withholding shall be the first full pay period after receipt of a Standard Form 1187, or other appropriate authorization, to the Payroll Office of the Employer.

b. The amount of dues to be deducted each biweekly pay period shall remain as originally certified to on such allotment form by the authorized agent of the Union until a change in the amount of such deductions is certified to by the authorized agent of the Union and such certification is duly transmitted to the Civilian Personnel Advisory Center. All such changes shall become effective with the first full pay period after receipt in the Payroll Office of the Employer.

Section 4. a. An allotment for the deduction of any employee's regular dues may be terminated by the employee through submission to the Employer of a Standard Form 1188, or other appropriate form, executed in duplicate by the individual employee requesting termination.

b. Civilian Personnel Advisory Center will maintain a supply of Standard Forms 1188 and will make the forms available to the employees on dues deduction upon request. A copy of any termination notice received by the Employer will be immediately transmitted to the Union.

c. Any such termination of Union dues under this Section will become effective with the beginning of the first full pay period after the employee's one year anniversary date upon the employee's submission of a SF 1187. An employee's anniversary date shall be established as the date of receipt by the Civilian Personnel Advisory Center of employee's SF 1187 from the Union-Employees who elect to rejoin the union after termination will establish a new anniversary date.

d. An employee's voluntary allotment for payment of their regular Union dues will be terminated by the Employer's payroll office with the beginning of the first pay period following the pay period in which any of the following occur:

(1) Loss of recognition by the Union.

(2) Employees whose deductions are cancelled by the Employer for legitimate reasons will automatically be reinstated on dues check off when returned to the bargaining unit unless the employee executes an SF 1188 prior to their anniversary date.

(3) Separation of the employee.

(4) Receipt by the Employer's payroll office of written notification from the

Union that the employee has been expelled or has for any reason ceased to be a member in good standing of the Union.

(5) Whenever an employee who has completed one year of membership, requests termination of dues withholding in writing within 30 days prior or within 30 days after their anniversary date.

e. Requests for SF's 1187 and 1188, and completion of these forms, must be accomplished off the clock.

Section 5. The Union is responsible for notifying the Employer promptly, in writing, when any member of the Union is expelled or for any reason ceases to be a member in good standing.

Section 6. Notwithstanding any other language contained in this Agreement, with respect to the duration, modification or renegotiation of any provisions of said Agreement, the parties agree that Article 34, Dues Withholding, shall continue in full force and effect until such time as the parties conclude a superseding signed agreement, either separately or which provides for dues withholding.

Section 7. The Employer agrees that it will provide to the union its dues check off report in alphabetical order.

ARTICLE 35 EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer and Union agree to support the prescribed objectives of the Employee Assistance Program.

Section 2. The Employer agrees to conduct training programs and take other appropriate steps in the effort to eliminate the type thinking which makes others consider individuals needing this assistance different-from them and below them socially and professionally. Such thinking discourages individuals from entering the program and prevents constructive rehabilitation. The Union agrees to provide its support to efforts to change such outmoded thinking.

Section 3. The Employer and Union recognize that the programs are designed to deal forthrightly with the problems in the early stages where the problems are more likely to be correctable.

Section 4. The Employer agrees to provide rehabilitation counseling through its Employee Assistance Program for all employees who request assistance for all types of behavioral problems. The employee, rehabilitation counselor, and the employee's supervisor will determine the time necessary during duty hours for the rehabilitation counseling.

Section 5. The Employer and Union agree to adhere to the confidentiality requirements as prescribed by law and regulation for the Employee Assistance Program.

Section 6. The Employer and Union agree that the employee's job security, promotional opportunity, or other standings will not be jeopardized by the request for diagnosis and treatment except as limited by sensitive assignments. When it is determined that the sensitivity of a position is so great that an incumbent problem drinker, alcoholic, or other drug abuser could have a materially adverse affect on national security, the employee will be temporarily reassigned or placed on appropriate leave while undergoing rehabilitation.

Section 7. Employees undergoing a prescribed program of medical rehabilitation treatments will be granted sick leave or leave without pay for such treatment in accordance with appropriate regulations.

ARTICLE 36 PERFORMANCE APPRAISALS

Section 1. General Provisions

- a. It is the intent of the Employer and the Union to promote productivity improvement of the employees in the Unit at the Blue Grass Army Depot. In this regard the Employer agrees to implement and administer the Performance Appraisal System in a fair and equitable manner consistent with the Department of the Army Policy and this Agreement with due regard given to the statutory rights of the employees. This program shall have as its objective fair and-objective evaluation of employee's performance. Bargaining unit employees will be rated in accordance with Army Regulation 690-400, Chapter 4302 (reference to the cited Army regulation is only for informational purposes and solely intended to constitute a guideline and not a requirement).
- b. Employees shall be informed in writing of the objectives and performance standards of their respective jobs and positions. Such notification shall be provided at the beginning of the appraisal period. Employees will be counseled at least once during the rating period on how well they are performing and what may be necessary to improve their performance.
- c. This plan shall provide for the employee's participation in establishing performance standards for employee's position or job. The objective of the performance standards will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the employee's job performance and consistent with the duties and responsibilities contained in the employee's job or position description.

Section 2.

- a. Management and the Union agree to use the performance evaluation system identified by Department of Army policy, AR 690-400, Chapter 4302, Total Army Performance Evaluation System.

b. It shall be the responsibility of the Rating Supervisor (normally the first line supervisor) to encourage and give the employee the opportunity to participate in the development of performance requirements by:

(1) Discussing, identifying and defining objectives with each employee, and providing written performance requirements to each employee at the beginning of each rating period.

(2) Preparing timely, written appraisals and ratings, which include Individual Development Plans (IDP) which will contribute to current or future performance and are attainable.

(3) Counseling subordinate employees on progress or areas which need improvement and assisting employees in improving their job performance.

(4) The results of employee performance appraisals will be used in making decisions concerning training, rewarding, reassigning, promoting, reducing in grade, retaining, or removing employees from the Federal Service, or recommending the same.

c. The Employee's responsibility shall be:

(1) Participating in the development of the performance requirements, as requested by the supervisor.

(2) Planning and performing duties in such a way that performance standards will be achieved or exceeded.

(3) Proposing to employee's immediate supervisor the need for revising performance requirements as conditions are perceived to change during the rating period.

(4) Identifying work problems and cooperating with supervisors in resolving problems and setting objectives for improving work performance.

(5) Accepting training programmed to assist them in current or future job performance, completing all training requirements and seeking self development opportunities.

Section 3. Performance Objectives

a. The Army's system of objective, accurate and meaningful performance appraisals is dependent upon objectives and standards which are mutually understood by supervisors and their employees. An employee may be appraised only by comparing actual performance to standards which were in effect during the rating period and which the employee had a fair opportunity to meet. A fair opportunity to meet a performance standard exists when, in the

judgment of the supervisor, there is sufficient time and resources available between the recording of the standards and the appraisal date for a fully successful employee to accomplish the task or activities involved. A sufficient time will normally be considered as no less than 120 days.

- b. Performance standards must be based on actual duties properly assigned to the employee which are consistent with the duties and responsibilities covered in the employee's position or job description. Consequently, inaccurate position descriptions and/or job descriptions or misassignments of employees will make the appraisal process meaningless. Supervisors will insure that positions and/or job descriptions are kept up-to-date.
- c. Prior to the beginning of the rating period or as changes to the position or other requirements occur, objectives will be identified and performance standards will be established. The first line supervisor shall meet with the employee for the purpose of identifying the objectives and standards and/or other performance related criteria. Once established, performance standards shall not be changed nor shall the performance criteria be changed without the employee's participation.
 - (1) It is essential that the supervisor and the employee identify the objectives of employee's position along with the standards for performance. Every effort will be made to reach mutual agreement on the objectives and performance standards. Wherein the employee and the supervisor fail to mutually agree, the issue shall be presented to the reviewing official (normally the second line supervisor in the chain of command), who shall have the responsibility for resolving the matter. The decision of the reviewing official shall be final. The employee shall have the right and be encouraged to make written comments concerning the performance standards and critical elements, and such comments are to be made a part of the performance package.
 - (2) As a minimum, the official position description shall be used to identify objectives and performance standards.
 - (3) Rating supervisors are required to treat employees fairly and equitably, consistent with classification standards, when identifying standards and objectives. This also applies when establishing performance standards for like or similar jobs.
 - (4) Variations in performance standards across and within organizations may occur because of:
 - (a) Different missions and organizational climates;
 - (b) Differences in the character or technology of the work;

(c) Distribution of work among individual employees.

(5) The supervisor and the employee are required to execute a realistic Individual Development Plan (IDP). An IDP is a written schedule or plan designed to meet the employee's particular goals for development. IDPs are a method of systematically planning for training and experience in order to develop the specific skills and knowledge that may be needed, rather than haphazardly chancing time and money on what may or may not be a useful learning experience. The IDP gives both the employee and the supervisor the opportunity to set objectives and plan only those experiences that will support these objectives. Employees and supervisors should share in identifying training and development activities which will contribute to improved performance on the present job or to the employee's career development. Such notification should take into consideration present and anticipated job requirements, employee capabilities, and the prospective usefulness of various types of training and developmental assignments in enhancing performance.

(6) The employee and the rating supervisor shall follow the method of development of performance standards and objectives as provided for in this plan. At each and every level in which the employee participates, they shall have the right to Union representation if employee so requests.

(7) Employees are entitled to the rating which most accurately describes their performance compared to performance standards for the rating period. Numerical or percentage goals, quotas, or other similar restrictions on performance levels are prohibited.

d. Performance appraisal is a continuing process during which supervisors make judgments regarding the performance of individual employees in relation to established performance standards for their positions. These judgments are a normal part of supervision and should be objectively made and freely communicated to employees. Employees should be continually informed of their progress towards achieving established performance standards. Each employee shall be provided a conference at a point midway through the rating period where employee shall be advised of such progress. The supervisor shall indicate to the employee that the employee is performing in line with what is expected, or to advise the employee that their performance is below what is expected. If at any time during the rating period an employee fails to meet a responsibility or objective, the rater must provide the employee with a Performance Improvement Plan (PIP). The employee and the supervisor shall enter into a PIP which should provide written information to the employee on specific deficiencies and necessary improvements and establish a reasonable timeframe in which the employee must improve before corrective action is initiated. PIP notices should also define assistance to be provided to help the employee meet expectations (e.g., formal training, on-the-job training, coaching and counseling, and closer supervision). Employees who fail to improve or who improve but fail to sustain the improvements for at least a year from the beginning of the PIP may be reassigned,

reduced in grade, or removed (see AR 690-400, Chapter 432). A record shall be made of this conference and a copy provided to the employee.

e. Wherein the supervisor determines that it is necessary to change the employee's performance standards, the initial identifying plan and method will be utilized. Such changes shall not be made without the employee's participation, and when changed, the Employer shall ensure the employee will have time to have a fair opportunity to meet the revised or new performance standards.

f. At the end of the rating period, the rating supervisor will compare the employee's performance to established performance standards for the job. At the time the supervisor discusses the rating with the employee, it shall be presumed to be a final rating and the employee will be provided a copy at that time. Supervisors will be diligent in their effort to ensure that all records or other information used in the performance evaluation process is shared with employees in advance of the final performance evaluation.

g. Annual ratings are effective as of the date approved, and remain the employee's current official rating of record until replaced by another annual rating based on performance.

h. When it is determined that the employee's rating is Level 3 or higher, the employee shall be entitled to the following creditable service for reduction-in-force purposes during the rating period for which the rating is in effect:

- (1) Level 1 -20 years.
- (2) Level 2 -16 years.
- (3) Level 3 -12 years.

i. In order to compute retention years for RIF purposes the last three (3) years of employees appraisal will be averaged. In those situations where an employee does not have three ratings of record, the summary rating for missing performance appraisals will be determined in accordance with appropriate regulations. If the appraisal for the current year is not due then the previous three (3) years will be used to compute the retention years.

Section 4. Performance Awards

a. It is agreed that, in order to be eligible to receive a performance award, an employee must be rateable and receive a rating of record for the appraisal period. To receive a rating of record, an employee must have served for a minimum appraisal period of 120 calendar days under an approved performance plan at the same grade level. Ratings must be finalized by 45 days after the end of the rating period unless a deferral is necessary to insure the minimum 120 day period.

b. It is agreed that all employees with summary Level 1, Level 2, or Level 3 will receive a performance award payout. All employees in Level 1 will receive an equal percentage. All employees in Level 2 will receive an equal percentage. All

employees in Level 3 will receive an equal percentage. Employees with summary rating Level 4, or Level 5 will be ineligible to receive a performance award payout.

c. It is agreed that employees who may have been on leave without pay for the entire rating period, shall not be eligible for a performance award.

(1) The Employer agrees that all bargaining unit employees being rated in the either the base or senior system will be evaluated under this plan no later than March 15, of each calendar year (rating period covers 1 January-31 December). It is agreed that all performance rating forms and performance appraisals require review, signature, and date of the rating official and the senior rater. The ratings of record are not to be communicated to the employees prior to approval by the final reviewing official.

(2) The Employer further agrees that no later than February 1, of each year it shall make known to the union, in writing, the total amount of dollars allocated to the performance award program.

(3) Nothing in this Section is intended to increase the dollar performance allocation of the Employer, nor to prevent the Employer from reducing it, or to prevent the Employer from deciding to not grant performance awards of any amount. However, any reductions shall be to the total budget allocated and evenly distributed to all performance categories.

d. Annual Performance Appraisals for Employees on Official Detail:

(1) Supervisors of the employees' permanent position are responsible for the Annual Performance Appraisal as scheduled for employees detailed to another position.

(2) Employees selected for a detail assignment will be presented with and given the opportunity to discuss their detail performance standards within 14 calendar days after assignment.

(3) If the detail has continued for 120 days at the time the annual performance appraisal becomes due, the supervisor of the employee's permanent position will notify the supervisor of the detail assignment to furnish a special appraisal used in completing the annual appraisal. It shall be the responsibility of the supervisor, who has supervised the employee for the majority of the time, to make the official appraisal.

Section 5. Records and Appeals

An appeal board will be established to settle disputes on performance appraisals for bargaining unit employees. The panel will be made up of the following:

- Two Union employees (and one alternate) designated by the Union President
- Two members (and one alternate) designated by the BGAD Commander

The panel will schedule specified dates/times/meeting facility to hear the appeals and the schedule will be coordinated by the CP AC. The employee may be represented by their Steward. The panel will hear both employee and supervisor statements and review pertinent information provided by either party. The panel will be objective and fair with a majority vote being binding. If there is a tie vote that cannot be resolved by the panel, the Commander will make the deciding vote. In all instances the majority vote will be binding on both parties and not subject to any other appeal or negotiated grievance procedure.

Employees must have their appeals submitted to the CP AC within 45 days from when they receive their rating or no later than 1 April, which ever date comes first. At that time management agrees to schedule and set the board in a timely manner, normally within 45 days. An employee may appeal their performance rating without representation, but representation is restricted to the Union.

Both parties shall meet prior to convening the Performance Review Board and adopt a set of rules and/or guidelines. These guidelines will be reduced to writing and available to any party to the proceedings.

When the board changes a performance appraisal, an official record of finding must be prepared in writing. Findings must be presented in a narrative format with corresponding regulation and/or policy identified.

Section 6.

a. Federal law prescribes that the results of performance appraisals be used as a basis for training, rewarding, reassigning, promoting, reductions in grade, retaining, and removing employees. Therefore, it is recognized that the employee's performance rating will be used to assist in decisions concerning the employee. They shall serve the specific purpose of:

(1) Training. At the time of the annual performance appraisal, the supervisor and the employee shall prepare an Individual Development Plan (IDP). The supervisor is responsible for initiating action to obtain or arrange for developmental work assignments identified in the IDP, and for counseling employees regarding self-development activities which will contribute to the employee's performance. Training identified on the IDP as mandatory and directly job-related shall be arranged for the employee at no cost to the employee and with no loss of leave. The Employer will make every reasonable effort to provide for such training, within space allocations, for offpost training and available travel funds for training. In cases where the Employer is not able to provide such training during the rating period, the absence of completion of the training will not affect the employee's performance rating for that period.

(2) Minimally Acceptable. Employee will be given a minimum of thirty calendar days in which to improve their performance. An employee will be entitled to an additional 30 calendar days upon request in which to demonstrate acceptable performance. The Employer will grant this request absent any compelling circumstances to the contrary.

(3) Within Grade Increases. In order to receive a within grade increase, an employee's most recent appraisal must support the conclusion that employee's performance of duties and responsibilities are at an acceptable level of competence (Level 3 or better).

b. The results of performance appraisals must be considered in evaluating eligible candidates for promotion. In this regard, the weight given the appraisals shall be consistent with the Merit Promotion and Internal Placement Plan, Article 15 of this Agreement.

c. Reassignment, Reduction in Grade, or Removal. When an employee continues to perform at an unsatisfactory level after being given a reasonable period of time to improve (see a. (2) above) in the current job, action will be initiated to remove that employee from the position in accordance with the provisions of this Agreement.

ARTICLE 37 CONTROLLING SMOKING

Section 1. The parties recognize a mutual obligation to protect all Depot employees from the health hazards caused by exposure to tobacco smoke. The parties agree assistance shall not be provided to either the nonsmoker or the smoker in any capacity other than those spelled out in this Agreement. The parties recognize that the decision to smoke or not to smoke is a personal choice of the individual. The parties recognize their role as merely regulating smoking in order to accommodate both sides of the issue, but with a special interest to promote the health of all workers.

Section 2. There shall be no smoking in Army owned and/or controlled vehicles or in any area specifically designated as a nonsmoking area.

Section 3. Signs will be posted at entrance of buildings indicating that smoking is prohibited except in specifically designated areas. Signs will be posted at the entrance of structures specifically designated as smoking areas. The parties will work together to ensure that smoking is not permitted except in areas specifically designated for smoking.

Section 4. Designated smoking areas will be stand alone structures IA W 41 CPR, Chapter 102-74, Smoking (7-1-09 Edition). The parties agree to work collectively within the guidelines of Section 5 to bring all designated smoking areas into compliance. Existing designated smoking shelters will remain in effect until an alternate compliant designated smoking shelter is in place. The parties agree that designated smoking shelters will be equipped with electricity, heat and ventilation.

Section 5. Both parties agree to conduct meetings to resolve specific work area applications on a continuing basis, determine priorities, and to discuss enforcement, and accommodation where employee concerns are registered. Meetings will include representatives from the following areas as a minimum: the Union, the Safety Office, the Fire Department, the Directorate of Mission Operations, the Directorate of Services and Support, the Facilities Engineering Division, the Legal Office, and the Civilian Personnel Advisory Center. Employee complaints/grievances concerning smoking will not be subject to the negotiated grievance procedures but will be resolved by joint labor-management meetings.

Section 6. The Depot will provide training in smoking cessation and nonsmoking techniques for all interested smokers. The Depot will fund these programs subject to the availability of funding.

ARTICLE 38 ALCOHOL AND DRUG FREE FEDERAL WORKPLACE PROGRAM

Section 1. The provisions of this Agreement apply only to those individuals in the bargaining unit represented by Local Lodge 859, IAM&AW. The parties agree that it is in their interest to have drug and alcohol testing of employees in critical Testing Designated Positions (TDP) in accordance with AR 600-85 and this Agreement. Random urinalysis and breath alcohol testing is mandated for those employees who are filling Testing Designated Positions. This includes employees in safety sensitive or security positions as well as those required to hold a commercial's drivers license.

Section 2. All employees who occupy critical TDP positions for the first time shall be notified in accordance with provisions of AR 600-85 of program requirements. A list of employees occupying critical positions within the bargaining unit will be provided to the Union. Revised listings will be provided whenever the list of critical positions is updated. Bargaining unit employees not in a TDP position will not be tested randomly, but will be tested upon reasonable suspicion or upon an investigation or examination of an accident or unsafe practice.

Section 3. When an employee sustains a work related injury or is involved in a vehicle accident resulting in property damage, alcohol testing will be performed within 2 hours and drug testing within 8 hours.

Section 4. The Union will upon request, be provided the names of individuals who are appointed as Drug Testing Coordinators (DTC). The DTCs will be given training in procedures of handling urinalysis samples. The appointment of DTCs and the conduct of the drug testing will be in strict adherence to regulatory guidance.

Section 5. The Employer agrees that prior to the actual urinalysis, any employee who is a member of the bargaining unit can request to sign a "consent form" indicating that a copy of employee's test results will be provided to the Union. An employee who requests a copy of the Army's testing program, rules, their own test results, analysis, conclusions, and findings shall be provided one at no cost to the employee.

Section 6. Any individual reporting for duty under the influence of alcohol or other drugs will not be allowed to perform their assigned duties and are subject to disciplinary action. The employee will be referred to the Health Clinic to verify impairment and may be referred for a drug urinalysis test and/or alcohol breathalyzer test. The individual will also be referred to the Employee Assistance Program for evaluation.

Section 7. Should a court decision result in changes to controlling regulations or law, the parties acknowledge their responsibility to promptly meet for the purpose of negotiating any changes, modification, or deletions in this agreement that are required as a result of these changes.

Section 8. Frequency of testing. Random drug testing will be conducted in accordance with established law, rule and regulation. The parties agree that management may at their discretion test employees in TDP positions at a minimum of once a year. The Employer agrees that they will follow the collection, testing and medical review requirements as set out in the department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs and AR 600-85.

Section 9. Upon a confirmed positive test result by the Medical Review Officer, the employee shall be immediately removed from the Test Designated Position. Eventual return of the employee to their TDP position is discretionary with management. Employees will be advised of their rights to review and receive copies of documentation maintained by the ADCO relative to the employee's individual drug test and test results.

Section 10. Counseling and rehabilitation. Bargaining unit employees whose tests have confirmed positive will be notified in writing of the opportunity to be referred to the Employee Assistance Program for initial assessment, short term counseling, monitoring and enrollment in a community resource program. Bargaining unit employees may be returned to duty after successful completion of rehabilitation. The employee may return to the same or similar position occupied before the drug problem was identified unless the Employer determines there are reasons for alternative assignment. In the event management elects to offer rehabilitation in lieu or as part of a disciplinary action, the employee will be subject to rehabilitation testing during the counseling and rehabilitation period. After return to a TDP position, the employee will be subject to follow up testing at least twelve times during a twelve month period.

Section 11. Safe Harbor: Under "Safe Harbor", a bargaining unit employee who voluntarily identifies themselves as a user of illegal drugs prior to being placed in the testing pool, and seeks counseling or rehabilitation assistance and thereafter refrains from using illegal drugs will not be subject to disciplinary action for prior drug use. This provision does not apply once the employee is informed of an impending drug test, or if the employee is arrested or convicted of a drug related offense. The Employer is not precluded from administering discipline for reasons unrelated to the admission of drug use. The employee in "safe harbor" must successfully complete the rehabilitation program and remain drug free thereafter. This does not affect ongoing operation of the Employee Assistance Program, under which employees may seek rehabilitation assistance for drug abuse problems and be assured that such information will not be released to activity management officials unless the employee completes signed authorization.

Section 12. Alcohol testing. An employee may not possess or consume alcohol while on duty nor be in a duty status while impaired by alcohol. Impairment is defined as having a Blood Alcohol Content (BAC) equal to or greater than .04 (.02 for CDL) grams of alcohol per 100 milliliters of blood. The only exception exists when specifically permitted by the Depot Commander during special events or circumstances.

Section 13. No employee may refuse to submit to an alcohol or drug test required as either part of the random or probable cause determination. A refusal to submit includes, but is not limited to, a failure to provide adequate breath or urine for testing without a valid medical explanation or engaging in conduct that obstructs the testing process.

Section 14. Confidentiality and privacy. The alcohol and drug abuse testing program will be conducted respecting the privacy of individuals and in the confidential manner required by law and regulations, with proper regard and concern for human dignity. All records related to drug and alcohol testing will be maintained in a secure location with limited access.