

**SIXTEENTH
AGREEMENT**

**BETWEEN THE
PINE BLUFF ARSENAL
AND THE
AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES LOCAL NO. 953
(AFL - CIO)**

**EFFECTIVE
11 JANUARY 2010**

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PREAMBLE

The purpose and intent of the Agreement is to unite the Employer, the Local and the Employees to work as a team; to establish a solid relationship among these three; and to expend every effort to accomplish and expand the mission of the Pine Bluff Arsenal (PBA) in an effective, efficient and economical manner. The Agreement is for the benefit of all Employees without regard to race, religion, color, national origin, marital status, sex, age, political beliefs or physical or mental handicapping conditions.

The Employer and the Local agree to expend every effort to assure the purpose and intent of the Agreement is adhered to at all times, by all personnel.

DEFINITION OF TERMS

ADMINISTRATIVE WORKWEEK:	A period of seven consecutive calendar days, generally beginning at midnight Saturday and ending at midnight on the following Saturday.
ADVERSE ACTIONS:	Actions covered under Section 7512, Title 5, U.S. Code, including removals, suspensions for more than 14 days, reductions in grade or pay, and furloughs for 30 days or less.
AGREEMENT:	The written document containing all Articles of the basic Agreement and all Supplemental Articles thereto which are currently in effect.
APPROPRIATE AUTHORITY:	For the purposes of Articles XX and XXI, appropriate authority means a management official or supervisor who, has the authority to decide pay under 5 USC 5596(b)(1), the back pay act. This could also include an arbitrator or administrative law judge.
ARTICLE:	A major topic segment of the basic Agreement covering a subject negotiated and agreed to by both the Employer and the Local.
BARGAINING UNIT:	The group of employees of PBA specifically identified in Article II, Section 2, of this Agreement.
BRANCH:	An organizational element of the PBA next below a division.
CONDITIONS OF EMPLOYMENT:	Personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions, except that such term does not include policies, practices and matters -- (a) relating to prohibited political activities; (b) relating to the classification of any position; or (c) to the extent such matters are specifically provided for by Federal statute.
CONSULTATION:	Does not involve joint decision-making and the consultative process does not necessarily result in agreement. Meaningful consultation should, however, result in a careful definition of the matter or problem at issue and result in an objective exploration and consideration of Union views and suggestions.

DEFINITION OF TERMS (Continued)

CFR	The Code of Federal Regulations is a codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government.
DIRECTORATE:	A major organizational element of the PBA reporting Directly to the Commander or Executive Assistant
DIVISION:	A major organizational element of the PBA next below a directorate or office.
EMPLOYEE:	An individual employed at PBA or whose employment at PBA has ceased because of an unfair labor practice and who has not obtained any other regular and substantially equivalent employment, as determined under regulations prescribed by the Federal Labor Relations Authority. The term does not include a member of the uniformed services, a supervisor or management official or any person who participates in a strike in violation of 5 U.S.C. 7311.
EMPLOYER:	The Pine Bluff Arsenal (PBA), Pine Bluff, Arkansas.
GRIEVANCE:	"Grievance" means any complaint -- (a) by an employee concerning any matter relating to the employment of the employee; or (b) by the Local concerning any matter relating to the employment of any employee; or (c) by any employee, the Local, or the Employer concerning-- (1) the effect or interpretation, or a claim of breach, of this Agreement; or (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

DEFINITION OF TERMS (Continued)

(d) except that it shall not include a grievance concerning:

(1) any claimed violation relating to prohibited political activities; or

(2) retirement, life insurance, or health insurance; or

(3) a suspension or removal for National Security reasons (5 USC 7532); or

(4) any examination, certification or appointment; or

(5) the classification of any position which does not result in the reduction in grade or pay of an employee; or

(6) the termination of a temporary employee for any reason during the first year of his employment.; or

[7] promotion or reassignment to a supervisory position; or

[e] Grievances regarding exposure to asbestos and environmental differential pay regarding asbestos will be judged by the Occupational Safety and Health Act (OSHA) standard.

LABOR
ORGANIZATION:

An organization composed in whole or part of employees, in which employees participate and pay dues, and which has as a purpose the dealing with an agency concerning grievances and conditions of employment but which does not include:

(a) an organization which, by its constitution, bylaws, tacit agreement among its members, or otherwise, denies membership because of race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition;

DEFINITION OF TERMS (Continued)

(b) an organization which advocates the overthrow of the constitutional form of government of the United States;

(c) an organization sponsored by an agency; or

(d) an organization which participates in the conduct of a strike against the Government or any agency thereof or imposes a duty or obligation to conduct, assist, or participate in such a strike.

MANAGEMENT
OFFICIAL:

An individual employed by PBA in a position the duties and responsibilities of which require or authorize the individual to formulate, determine or influence the policies of PBA.

MISSION:

An order or orders received from higher authority requiring the PBA to perform a task with or without specifying how it is to be accomplished.

NEGOTIATION:

The performance of the mutual obligation of the Employer and the Local to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but this obligation does not compel either party to agree to a proposal or to make a concession.

NEUTRAL
LANGUAGE:

The words "he", "his", and "him" are used throughout this Agreement; however, the words are intended to include both the masculine and the feminine gender.

NON-DUTY HOURS:

Any period of time outside an Employee's regular tour of duty including lunch periods, but not including periods for which the Employee is paid overtime or time worked for which an Employee receives compensatory time off in lieu of overtime.

OFFICE:

A relatively small staff or administrative support element at any organizational level.

DEFINITION OF TERMS (CONTINUED)

PROFESSIONAL EMPLOYEE:

A professional employee is --

(a) An employee engaged in the performance of work--

(1) Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities);

(2) requiring the consistent exercise of discretion and judgment in its performance;

(3) which is predominantly intellectual and varied in character (as distinguished from routine mental, manual, mechanical, or physical work); and

(4) which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or

(b) an employee who has completed the courses of specialized intellectual instruction and study described in subparagraph (a)(1) of this definition and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee described in subparagraph (a) of this definition.

REPRESENTATIONAL DUTY:

The right and duty of the Local and its representatives to act for, and negotiate collective bargaining agreements covering all employees in the unit, and to represent the interests of all employees in the unit without discrimination and without regard to labor organization membership. This includes the opportunity to be represented at --

(a) any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

any examination of an employee in the unit by a representative of the Employer in connection with an investigation if --

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

(2) the employee requests representation.

SECTION: An organizational element of the PBA next below a branch.

SUPERVISOR: An individual employed by PBA having authority in the interest of PBA to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to firefighters, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority.

SUPPLEMENTAL ARTICLE: A major topic segment of the Agreement covering a subject negotiated and agreed to by both the Employer and the Local subsequent to the approval of the basic Agreement.

TENANT: A unit or activity of one Government agency, military department or command which occupies facilities on an installation of another military department or command and receives supplies or other support services from that installation.

UNION: Local 953, American Federation of Government Employees (AFL-CIO).

UNIT: The group of employees of PBA specifically identified in Article II, Section 2, of this Agreement (same as bargaining Unit).

WAGE GRADE LEADER: Nonsupervisory worker who leads three or more workers and regularly performs non-leader trades and labor work as a member of a work group or crew.

ARTICLE I

PARTIES TO THE AGREEMENT

The Basic Agreement and all Supplemental Articles thereto, as may be executed hereunder from time to time, together constitute a collective bargaining agreement by and between the Pine Bluff Arsenal (abbreviated as PBA in the remainder of the Agreement), Pine Bluff, Arkansas 91602-9500, hereinafter referred to as the Employer, and the American Federation of Government Employees, AFL-CIO Local 953, hereinafter referred to as the Local.

ARTICLE II

RECOGNITION AND BARGAINING UNIT DESCRIPTION

Section 1. The Employer recognized the Local as the exclusive representative, under the provisions of Title VII of Public Law 95-454, for the Employees described in Section 2, this article. The Local recognizes its responsibility to represent the interests of the Employees with the respect to grievances and conditions of employment, without discrimination and without regard to Local membership.

Section 2. The Bargaining Unit to which the Agreement is applicable consists of the civilian employees paid from appropriated funds of the Army assigned to duty in the PBA (including tenant organizations located on Pine Bluff Arsenal) except: (a) supervisors; (b) management officials; (c) professional employees; (d) employees engaged in Federal personnel work in other than a purely clerical capacity; (e) confidential employees; and (f) employees engaged in investigative or security work which directly affects national security.

Section 3. The provisions of PL 95-454 will be followed by the Employer in dealing with other unions requesting the opportunity to compete with the Local for exclusive recognition as the representative of the employees.

ARTICLE III

DURATION OF AGREEMENT

Section 1. The Employer and the Local agree that the Agreement will become effective upon approval by the Department of Defense (DoD) Civilian Personnel Management Service (CPMS) or on the 31st day following the execution if CPMS fails to perform the review within 30 days, and will remain in full force and effect for three (3) years from that date. It shall be automatically extended each year unless either party gives the other party notice of its intention to renegotiate this Agreement not less than 60 days nor more than 105 days prior to its termination date. When such notice is given, renegotiation shall begin not less than forty-five (45) days prior to the termination date of the Agreement. If the new or modified Agreement resulting from such re-negotiation

has not been officially approved prior to the termination date, the Agreement will be automatically extended either until such approval, or for an additional 90 calendar day period, whichever occurs first.

Section 2. The Commander of PBA will forward the signed Agreement to DoD CPMS after the local parties have signed the Agreement. DoD CPMS will review the Agreement to determine compliance with applicable published laws, with government-wide regulations, and with Department of Defense (DoD) regulations for which a compelling need (as determined under regulations prescribed by the Federal Labor Relations Authority) exists. If any violations of law or regulations are found in the Agreement, DoD CPMS will advise both local parties of the specific reasons for the violation, including citation of the law or regulation. The parties will take appropriate action based on this information.

ARTICLE IV

NEGOTIATION OF SUPPLEMENTAL ARTICLES OR CHANGES OF EXISTING ARTICLES

Section 1. By mutual consent of the parties, this Agreement may be opened at any time for amendment. Any request for amendment shall be in writing, and shall contain a detailed statement of the changes desired and reasons therefor. It is agreed to schedule the first meeting for negotiating the amendment within a reasonable time (not to exceed 30 days) after receipt of the notification of the desire to amend the Agreement. No changes shall be considered other than those directly related to the subject of the requested amendments. Changes shall be forwarded to DoD CPMS for review in the same manner as for the basic Agreement.

Section 2. The Employer and the Local agree that Supplemental Articles to the Basic Agreement and changes of existing Articles shall be negotiated under the provisions set forth below:

a. Definition of an impasse for the purpose of the Agreement shall be: When a majority (excess of 50%) of each negotiating team agrees that further discussion or negotiation will not lead to mutual agreement.

b. Impasses will be resolved in accordance with 5 USC 7119.

Section 3. The Employer and the Local agree that the number of Amendments and Supplemental Articles negotiated and executed under the terms of the Agreement will be kept to a minimum.

ARTICLE V

REPRODUCTION AND DISTRIBUTION OF AGREEMENT

The Employer agrees to furnish sufficient copies of the Agreement and all supplemental Articles to the Local for distribution to the members of the Unit. The Local will receive such copies within a reasonable period after the Agreement has been signed by the

Employer and the Local, and has been reviewed by DoD CPMS. The cost of such reproduction will be borne by the Employer at no cost to the Local or the Employees.

ARTICLE VI

PURPOSES, POLICIES AND PRINCIPLES

Section 1. The purpose and intent of the Employer and the Local is to promote and improve the efficient administration of the PBA and the well-being of the Employees within the meaning of Title VII of PL 95-454; to establish a basic understanding relative to personnel policy, practices, and procedures as set forth in Title VII of 95-454, and relative to matters affecting all conditions of employment that are within the discretion of the Employer; and to provide a means for amicable discussion of matters of mutual interest to both the Employer and the Local.

Section 2. In furtherance of the purposes outlined above, the Employer and the Local agree to the following principles of negotiability:

a. The Employer will negotiate with the Local on all personnel policies, practices and matters affecting working conditions (other than those that will have a de minimis (minimal) effect on bargaining unit employees).

b. The Local recognizes the Employer's right to hire, assign, direct, layoff, retain and fill positions. The Local also recognizes that the Employer is not required to negotiate policies, practices and matters related to political activities, position classification, or matters specifically provided for by federal statute, nor on the PBA mission, budget, organization and internal security practices.

c. The Employer will, upon request, fully consult with the Local when exercising any of the management rights listed above. The Employer will also negotiate impact and implementation when exercising any of these rights.

Section 3. The Employer and the Local agree that no employee, and no one seeking employment, shall be required, as a condition of employment, transfer, promotion, reassignment, or retention, to join or refrain from joining the Local. Local membership shall not be discouraged or encouraged by anyone acting in a supervisory or management position for the Employer. New employees will be accepted without discrimination as to race, religion, color, national origin, marital status, sex, age, political beliefs, or handicapping conditions.

Section 4. The Employer agrees to allow the Local to meet with newly hired employees at the time of their employment entrance briefing and to advise those new employees of their right to join the union. The Employer further agrees to provide each new employee with a written statement incorporating the provisions of 5 USC 7102 regarding the employee's right to join the union. In addition, the Employer agrees to provide each new employee with the names and work telephone numbers of all Union officers and stewards in order to facilitate any effort the new employee may desire to make to join the Union. The Local agrees to provide current lists of all officers and stewards, and their

respective positions, and telephone numbers, both work and union Local numbers to the Employer. The Employer further agrees to permit the steward or Union official assigned to that work area the opportunity to meet each new employee within the first five working days of his/her employment.

Section 5. The Employer and the Local agree that nothing in this Article diminishes in any way the option of employees to exercise their rights under applicable regulations.

Section 6. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws, by government-wide regulations which are in effect as of the effective date of the Agreement, and by DoD and DA regulations which are in effect as of the effective date of the Agreement, unless the Federal Labor Relations Authority (FLRA) has determined that no compelling need exists for the DoD or DA regulations. Substantive government-wide regulations and regulations which are issued within DoD after the effective date of this Agreement (and which do not merely transmit requirements imposed by law) do not override any provisions of the Agreement during the term of the Agreement. Nothing in the Agreement shall require an Employee to become or to remain a member of the Local or to pay money to the Local except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 7. The Employer and the Local agree that established practices involving mandatory bargainable issues which are contained in regulations of the Employer or are known to and have been accepted by the Employer will continue in effect for the term of the Agreement, except that the Employer shall have the right to propose changes to those established practices contained in those Employer regulations or to those practices known and accepted by the Employer in accordance with Section 8 below, which are procedurally impartial. The Employer and the Local also agree that this section does not modify the Employer's management rights as outlined in 5 USC 7106..

Section 8. Notices of such proposed changes will be furnished to the Local as far in advance as practicable, normally two weeks, prior to issuance. Upon request of the Local, the parties will meet and negotiate concerning such changes. Impasses will be resolved in accordance with 5 USC 7119.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE EMPLOYER IN ACCORDANCE WITH PL 95-454

The Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of PBA; and, in accordance with applicable laws, to (1) hire, assign, direct, layoff and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which PBA operations shall be conducted; (3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or from any other appropriate source; and (4) to take whatever actions may be necessary to carry out the PBA mission during emergencies.

ARTICLE VIII

EMPLOYEES' RIGHTS IN ACCORDANCE WITH PL 95-454

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in PL 95-454, such rights shall include the right: (1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Title VII, PL 95-454.

ARTICLE IX

RIGHTS AND OBLIGATIONS OF THE LOCAL

Section 1. The Employer agrees that the Local is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. The Local is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 2. The Local shall be given the opportunity to be represented at: (1) any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or (2) any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The Employer shall semi-annually inform its employees of their rights under (2) above, by means of a memorandum addressed to all employees in the bargaining unit, and orally when appropriate.

Section 3. The Employer and the Local, through appropriate representatives, shall meet and negotiate in good faith for the purpose of arriving at a collective bargaining agreement. In addition, the Employer and the Local may determine appropriate techniques, consistent with 5 USC 7119, to assist in any negotiation.

Section 4. Except in the case of grievance or appeal provisions negotiated in this Agreement, the rights of the Local shall not be construed to preclude an employee from: (1) being represented by an attorney or other representative, other than the Local, of the employee's own choosing in any grievance or appeal action; or (2) exercising grievance or appeal rights established by law, rule or regulations.

Section 5. The duty of the Employer and the Local to negotiate in good faith under Section 1 of this Article shall include the obligation: (1) to approach the negotiations with a sincere resolve to reach a collective bargaining agreement; (2) to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any conditions of employment; (3) to meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays; (4) in the case of the Employer, to furnish to the Local, upon request and to the extent not prohibited by law, data which is normally maintained by the Employer in the regular course of business, which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and which does not constitute guidance, advice, counsel or training provided for management officials or supervisors, relating to collective bargaining; and (5) if agreement is reached, to execute a written document embodying the agreed terms, and to take steps as are necessary to implement such agreement.

Section 6. An Agreement between the Employer and the Local shall be subject to the approval of DoD CPMS. DoD CPMS shall approve the Agreement within 30 days from the date the Agreement is executed if the Agreement is in accordance with the provisions of Title VII, PL 95-454, and any other applicable law, rule or regulation (unless the agency has granted an exception to the provision). If DoD CPMS does not approve or disapprove the Agreement within the 30-day period, the Agreement shall take effect and shall be binding on the Employer and the Local, subject to the provisions of Title VII, PL 95-454 and any other applicable law, rule or regulation.

ARTICLE X

LABOR ORGANIZATION REPRESENTATION

Section 1. The Employer agrees to recognize a Chief Steward, an alternate Chief Steward, and a reasonable number of Stewards, duly authorized by the Local which shall be the minimum number required to assure each employee ready access to a Steward on his work shift and at his work location. The Employer will recognize as Union Stewards only those employees who work in the unit covered by exclusive recognition.

Section 2. The Employer and the Local agree that the Union President will be given 40 hours per week of on-duty time (if otherwise in a duty status) to perform his representational duties for the Local. It is mutually agreed that this full-time representational situation for the Union President will continue as long as the partnership arrangement between the Employer and the Local remains in effect. If that partnership arrangement is terminated, the on-duty time for the Union President will be reduced to the former periods which totaled 24 hours per week. The Employer also agrees to give the Chief Steward two hours of each work day (if otherwise in a duty status) for representational duties. The Chief Steward will not be given any other on-duty time for representational duties unless prior approval is secured from the Employer. The Employer further agrees to excuse without charge to leave or loss of time a reasonable amount of on-duty time for the Stewards to perform their representational

duties for the Local, if these individuals are otherwise in a duty status, except when the Stewards are performing Arsenal duties that would not make it feasible to release or replace them, and would adversely affect health, safety or security conditions, or would be contrary to current law or regulations. The Employer agrees, in such a situation, to inform the Steward when he can be excused. The Employer also agrees that the duly elected officers of the Local and the Chief Steward shall be permitted to perform representational duties for the entire unit and/or may authorize a duly qualified Union Representative to perform those duties. Further, the Employer agrees to excuse without charge to leave or loss of pay a reasonable amount of on-duty time (if otherwise in a duty status) for the duly elected officers (except the Union President and Chief Steward) to perform their representational duties for the Local. The factor to be considered in determining what shall be a "reasonable amount of time" shall be the amount of time to accomplish the task for which time is requested.

Section 3. The Employer agrees to recognize any alternate Steward for each Steward duly authorized by the Local who will serve only in the absence of the Steward.

Section 4. The Local agrees to inform the Employer in writing on a current basis, of the Chief Steward, Alternate Chief Steward, and all duly authorized Stewards and Alternate Stewards and the designation of the group of Employees each Steward and Alternate Steward is authorized to represent. It is understood that the supervisors of the Employer, within the scope of their authority, are authorized to speak for the Employer and conduct business with the Union under this Agreement. The names and organizational locations of duly elected officers of the Local, the Chief Steward, Alternate Chief Steward and all duly appointed Stewards and Alternate Stewards will be posted on official or Local bulletin boards.

Section 5. The Local agrees that the duly elected officers, the Chief Steward, Alternate Chief Steward, all Stewards and Alternate Stewards will request and receive permission from their immediate supervisor and the supervisor of the Employee before proceeding to perform representational duties for any of the group of Employees they are authorized to represent.

Section 6. The Local agrees that when Stewards are required to perform representational duties for Employees who are not in the group of employees they are authorized to represent, permission for them to do so will be requested in advance from their immediate supervisors by the President of the Local or the next senior elected officer of the Local acting in the absence of the President.

Section 7. The Local agrees that the Chief Steward, Alternate Chief Steward and all Stewards will make every effort to perform their representational duties in a proper and expeditious manner.

Section 8. The Employer agrees that the duly elected officers of the Local and the Chief Steward, and Alternate Chief Steward shall be assigned to and work on the day shift during their terms of office, except when they are performing duties that would not make it feasible to assign them to the day shift, or would be contrary to current law or regulations.

Section 9. The Employer agrees that the Chief Steward, Alternate Chief Steward, Stewards or Alternate Stewards shall not be assigned from one work shift to another, or from the group of Employees they are authorized to represent to another group of Employees without prior notification or discussion with the Employee or Local, except under emergency conditions.

Section 10. The Employer agrees that local officers of the Local, national officers of AFGE, and other duly designated representatives of the Union who are not active employees of PBA shall be admitted to the administrative areas of PBA, upon approval of a request to the Employer (Chief, Civilian Personnel Advisory Center (CPAC)) by the Local, for the purpose of a joint meeting with officials of the Employer and the Local during working hours. Such visits shall be governed by National Security Regulations, and the Employer reserves the right to require that such visitors be escorted by a representative of the Employer.

Section 11. In order to account for the total hours and usages spent by Union representatives on approved Union activities, the following procedures will be followed. The Official Time Report (OTR) will be completed by the Union representative and turned in to his or her immediate supervisor. The OTR will reflect the amount of time used on approved Union activities and the specified activity undertaken, and supervisory persons, if contacted. Union representatives will be expected to complete the OTR when they return to duty and are checking back with the immediate supervisor. In cases involving extended representational activities and/or consecutive meetings, union representatives will turn in the OTR no later than the end of each working day, unless such activities go beyond, in which case the OTR may be turned in at the beginning of the following work day. The OTR may be modified upon mutual consent of the parties without reopening the agreement.

Section 12. The President of the Local and/or his duly authorized representative will meet with the Employer at least once a month.

Section 13. The Local agrees that they will not solicit complaints or grievances from the Employees.

Section 14. All negotiations between the Employee and the Local will be on official duty time of the employees involved, without charge to leave.

ARTICLE XI

ADMINISTRATIVE LEAVE FOR DELEGATES OF THE UNION

Section 1. The Employer agrees that for the Local to properly function, its elected and appointed officials must receive proper training and orientation on both internal Local matters, and on techniques and methods for negotiating agreements and representing employees. The Local agrees that the Employer has no responsibility for conducting such training and orientation.

Section 2. Administrative leave will be granted to representatives of Local 953 for receiving information, briefings and orientations relating to matters within the scope of Title VII of PL 95-454 and of mutual concern to the Employer and the Employees in their capacity as Labor Organization representatives. Administrative excusal for this purpose will normally not exceed 30 hours annually for any individual. However, administrative leave will not be granted if the primary purpose of the employee's attendance is to train or inform him concerning solicitation of membership or dues, other internal Labor Organization business, or representation of the Labor Organization in the art of collective bargaining negotiation.

Section 3. The Employer agrees to allow the elected and appointed officials of AFGE Local 953 to attend orientation sessions in CPAC, EEO, EAP and other matters which fall within the scope of Title VII of PL 95-454 that are presented to the PBA workforce. This time will be charged to the proper activity code by the timekeeper.

ARTICLE XII

PAYROLL ALLOTMENT FOR WITHHOLDING DUES

Section 1. Eligibility.

Any Employee officially assigned to PBA, who is a member in good standing of the Local, may authorize an allotment of pay for the payment of his dues for such membership, provided:

- a. The Employee is included in the Unit for which required recognition has been granted.
- b. The Employee has voluntarily completed a request for such allotment of his pay.
- c. He regularly receives a normal amount of pay on the regularly scheduled paydays at the installation and such pay is sufficient after other legal and required deductions to cover the full amount of the allotment.

Section 2. Dues Allotment for Supervisors.

Any supervisor who was subject to dues allotment on the date supervisors were excluded from units of formal recognition by former Section 24(d) of E.O. 11491 (31 December 1970), and who is now subject to such allotment, may continue to have his dues withheld, if he so desires; however, once revoked, the supervisor cannot resume his allotment at a later date. In this connection, the effective date of the revocation will be the first pay period beginning after receipt of the request for revocation in the payroll office.

Section 3. Authorization.

The procedure and effective dates of authorization shall be as follows:

a. The Local will inform each of its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for revoking an authorization.

b. The Local will acquire and distribute to its members the prescribed authorization form (SF 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues), and will receive completed forms from its members who request allotment.

c. The Treasurer of the Local is designated to process completed authorization forms by completing Section A thereof and is responsible for ascertaining that the Employee is a member of the Local in good standing. Certified authorization forms will be submitted to the Payroll Office of the installation.

d. Deductions for new allotments will be made on the first full pay period following the receipt of the authorization in the Payroll Office and will continue in effect until the allotment is terminated in accordance with the provisions of Section 6 of this Article.

Section 4. Withholding.

Allotted dues will be withheld for each bi-weekly pay period. The amount to be withheld shall be the amount of the regular bi-weekly dues of the member, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. If the amount of regular dues is changed by the Local, the Payroll Office will be notified in writing by the President of the Local of the rate and effective date of the amended dues structure. The amended amount will be withheld effective at the beginning of the next pay period provided the notice has been received in the Payroll Office prior to the beginning of that pay period, unless a later date is specified by the Local. New authorization forms are not required. Only one such change may be made in any period of twelve (12) consecutive months.

Section 5. Fee for Withholding Service.

Allotments shall be made at no cost to the Local or to the Employee involved.

Section 6. Termination of Allotment.

The Payroll Office will terminate an allotment:

a. When the Local loses the required exclusive recognition under any of the conditions specified in Title VII of PL 95-454 or implementing regulations.

b. When the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD.

c. When the Employee leaves the Unit as a result of any type of separation, transfer, or other personnel action (except detail).

d. Upon receipt of notice from the Local that the Employee has been suspended or expelled from the labor organization. The Local shall promptly notify the Payroll Office in writing when a member who has authorized dues withholding is suspended or expelled from the organization.

e. Effective at the end of the pay period covered by the payroll deduction in which loss of eligibility occurs.

f. Dues withholding authorizations are irrevocable for one year, and may be revoked only once each year. The written revocation of allotment (SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues), or other type of written request which is in order and signed by the Employee, must be received in the Payroll Office in order for the allotment to be terminated on that date. The revocation will be effective at the beginning of the first full pay period following receipt in the Payroll Office. The SF 1188 will be stocked by the Publications Office and furnished to the Local or Employee upon request.

Section 7. Remittance of Dues Withheld.

Not later than three (3) work days following the day on which related salaries are paid to the Employees, the Payroll Office will remit the amount due to the Local to the Treasurer of the Local. Each remittance will be accompanied by a statement giving the following information:

- Identification of office or installation.
- Identification of Local.
- Names of members for whom deductions were made and amount of each deduction
- Names of members for whom deductions previously authorized were not made, and the reasons for non-deduction.
- Total number of members for whom dues were withheld.
- Total amount withheld on that payroll.

Section 8. Required Notices.

The Local and Employer agree, respectively, to issue the following written notices.

a. The Local will notify the Employer within five (5) work days when an Employee with a current allotment authorization ceases to be a member in good standing.

b. The Local will send to the Employer within five (5) work days any written revocation of allotment received by the Local.

c. The Employer will send a copy of each written revocation received by the

Agency to the Local with the remittance report for the first payroll deduction prepared after receipt of the revocation. In addition, the Employer will immediately notify the Local President, or his alternate, upon receipt of a written revocation of allotment received directly from an Employee, in order to provide the Local with an opportunity to counsel the employee regarding possible loss of life insurance and health benefits coverage.

ARTICLE XIII

USE OF OFFICIAL FACILITIES

Section 1. The Employer agrees that the Local may distribute literature through PBA distribution, mail and message service, provided it meets the criteria of current regulations.

Section 2. The Employer agrees that the Local will be provided space for installing Local bulletin boards or reasonable designated space on existing PBA bulletin boards. The Employer agrees that Local bulletin boards which are now installed will not be moved or disturbed unless there are compelling circumstances, and that the Local will be contacted in advance before any Local bulletin boards (now installed or installed in the future) are moved or disturbed.

Section 3. The Local agrees to assume responsibility, in terms of accuracy and adherence to ethical standards for the material which is posted on bulletin boards or distributed through the PBA distribution, mail and message service.

Section 4. Office Space. Since it has been determined that the use of space by the Local is of benefit to PBA in the furtherance of effective labor-management relations, the Employer agrees to furnish the Local with office space for the purpose of conducting matters directly relating to PL 95-454, and pertaining to employees in the unit, on these conditions:

- a. The space is not required for the immediate needs of PBA.
- b. The Employer retains the right to terminate the use of the space at any time that the Employer determines that the space is needed for other purposes such as emergencies or other mission requirements.
- c. That such use will not damage the space in question.
- d. The Employer will furnish office and administrative equipment for use by the Local. Such equipment will be equal to that provided for administrative offices throughout the installation and will include, but not limited to, desks, a work station, speaker phone and suitable telephone instruments as appropriate, tables, filing cabinets, bookcases, meeting room chairs, computers with network capabilities, copying machine, facsimile machine, and laser jet printers. It is mutually agreed that the above items will remain available for use by the Local only as long as the current partnership arrangement between the Employer and the Local remains in effect. If that partnership arrangement is terminated, the equipment

furnished to the Local will be that which was authorized by the 12th Agreement between the Employer and the Local.

e. The Employer will furnish the Local Office with telephone service having long distance and DSN capability at no cost to the Local.

f. Management may change the designated office space if required for other purposes; however, other adequate space will be provided along with a minimum of two weeks notice.

g. The Employer will list the Local on the PBA directory and will provide an identification sign to be posted at the Union office location. The sign will be similar in size and content to organizational signs for other PBA activities.

ARTICLE XIV

MORALE

Section 1. The Employer and the Local agree that good morale is a prime factor in maintaining unity, cooperation, understanding, and a sense of belonging between the Employer and the Employees of the Arsenal, and is essential to having a productive work force. The Employer and Local further agree that every effort will be made by both parties to see that honesty and integrity are maintained.

Section 2. It is further agreed that no Employee shall be publicly reprimanded. If the need arises for a reprimand, it will be given privately. It is further agreed that an oral reprimand by a second line supervisor, involving a change in instructions given by a first line supervisor, will be done in the presence of the first line supervisor, when determined appropriate by the supervisors involved.

Section 3. Federal law, the Civil Rights Act of 1964, as amended, and the Code of Federal Regulations (CFR) 29, provide for equal protection under the law in personnel actions based on race, color, religion, sex and national origin (29 CFR 1613.201), age (29 CFR 1613.501) and physical or mental handicap (29 CFR 1613.701). The Army Regulation 690-600 specified the EEO complaints processing system to provide a forum of redress on these bases.

Section 4. It is further agreed that supervisors and managers will conduct periodic meetings with employees in their divisions or branches. During such meetings, the supervisor or manager will inform employees of proposed changes in work schedules, personnel policies or working conditions; will solicit suggestions on how to improve efficiency of operations; and will discuss other matters pertinent to accomplishing the mission of the organization involved. The Employer agrees to keep all employees informed of any changes that may affect them personally.

ARTICLE XV

CONTRACTING OUT AND USE OF MILITARY PERSONNEL

Section 1. The Employer shall give the Local at least thirty (30) days advance notice prior to soliciting bids for "contract work" which could result in a reduction-in-force or demotion of any Employee. If the initial decision is to contract, the Local will be provided, upon request, with a copy of the cost comparison, supporting documents and name of the contractor. The Employer further agrees to meet and consult with the Local on procedures which the Employer will observe in making arrangements for any employees who are adversely affected by contracting out, and every effort will be made to retain those employees by offering them positions consistent with their skills, abilities and prior job assignments in authorized vacant TDA positions.

Section 2. The Employer shall give the Local ninety (90) days advance notice prior to use of military personnel or contractors which would result in a reduction-in-force or demotion of any Employee. Such advance notice will include a full explanation of the reasons for making this change. The Employer further agrees to meet and consult with the Local on the procedures which the Employer will observe in making arrangements for any Employees who are adversely affected by the assignment of work to military personnel, and or contractor personnel.

ARTICLE XVI

SAFETY, HEALTH AND SANITATION

Section 1. The Employer and the Local agree that safety, health and sanitation practices are a vital necessity in any organization.

Section 2. The Employer agrees to make every reasonable effort to provide and maintain safe working conditions and equipment. The Local agrees to cooperate with the Employer to eliminate or reduce to a minimum, accidents in all operations and activities within the PBA, thus providing more efficient utilization of available resources. The Local agrees to make every reasonable effort to gain cooperation of the Employees in maintaining the facilities and equipment in a neat and orderly manner with good housekeeping practices. The Employer agrees to furnish protective clothing and safety equipment at no expense to the Employee whenever it is required by the Employer for safety or industrial health purposes.

Section 3. The Employer agrees to make every reasonable effort to obtain and retain a sufficient number of appropriate vehicles to assure that Employees may be transported to and from work sites in enclosed vehicles, such as vans or buses. In the meantime, vehicles used to transport personnel will fully comply with all safety and health criteria.

Section 4. The Local will be represented by a member on the Safety and Occupational Health Committee.

Section 5. The Employer agrees that no Employees working on a hazardous operation or in an isolated location, as determined by the Employer, will be left at the worksite without either some means of transportation or some means of communication, such as a telephone or radio. Also, water for drinking purposes and temporary bathroom facilities will be provided for personnel at remote work-sites for an extended period of time without transportation.

Section 6. In accordance with 29 CFR 1960.46 (a), an Employee may refuse to perform a task if it poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. The Employer and the Local agree that this regulation (29 CFR 1960.46(a)) does not include the normal hazardous duties required of job or task assignments of Employees, normally determined by approved procedures. The Employer and the Local also agree that this section does not modify management rights as outlined in 5 USC 7106.

Section 7. The Employer agrees to furnish all Employees working in dirty or hazardous areas (as determined by the Employer) with showering facilities and with adequate time for the use of such facilities. Adequate time for showering and for clean up time before lunch will be determined for each work operation and type of exposure (such as HC, colored smoke, CS, etc.) by means of a thorough management-conducted study. Shower facilities will not necessarily be made available on site; it is economically impractical to provide such facilities at every building to which workers are assigned.

Section 8. The Employer will promptly notify the Local of all job- connected disabling injuries to Employees of the Arsenal. Employees involved in disabling injuries will be counseled concerning their rights by the appropriate supervisor or the compensation specialist.

Section 9. When, in the opinion of the Post Medical Officer or his designee, an employee suffers a medical emergency due to an occupational accident or a serious illness during his tour of duty, the employee will be furnished transportation to an appropriate treatment facility. This transportation will be by PBA qualified ambulance service (if available), or by private ambulance service. Due to a chronic shortage of PBA qualified ambulance technicians, PBA frequently is unable to provide ambulance service to off-post treatment facilities, particularly during night shifts. When this occurs, private ambulance service will be utilized. If the Office of Workers Compensation Program (OWCP) officials determine that the injury or illness is job related, the charge for private ambulance service will be paid by OWCP. If the OWCP rules that the injury or illness is not job related, the employee is responsible for the private ambulance expense.

Section 10. The Employer and the Local agree that Employees who are exposed to freezing and inclement weather during winter months will, unless safety rules preclude, be provided insulated socks, heavy duty coveralls, thermal underwear, gloves and, when required, rubber boots or safety shoes and rain gear where appropriate. The employer further agrees that where employees are required to work outside in temperatures with wind chill index below 0 F, additional thermal clothing will be provided.

ARTICLE XVII

RETIREMENT COUNSELING & EMPLOYEE BENEFITS

Section 1. The Employer and the Local agree that they will cooperate fully in implementing the procedures established by the Army Benefits Center (Civilian) (ABC-C) at Ft. Riley, Kansas. To the extent that Civilian Personnel Advisory Center (CPAC) resources are available, assistance will be provided to designated points-of-contact (POCs) in each PBA directorate by furnishing training in the use of the new system. These POCs will also provide assistance to those employees requiring assistance to the extent resources are available. For particularly difficult cases, the CPAC will provide personalized service, to the extent that resources are available. In all other cases, employees will be expected to utilize the ABC-C for all matters relating to retirement, thrift saving plans, federal employees' health benefits and group life insurance and survivor benefits.

Section 2. When the interview with the Employee is arranged by the CPAC because of an adverse medical decision by the Post Medical Officer, it is agreed that the Local shall be given the opportunity to be represented. However, the Local will not be provided such an opportunity if the employee desires confidentiality.

ARTICLE XVIII

HOURS OF DUTY

Section 1. The administrative workweek is the seven-day calendar week commencing at 0000 Sunday and ending 2400 on the following Saturday.

Section 2. The Employer agrees that the Local will be contacted and its recommendations considered prior to establishing an irregular tour of duty.

Section 3.

a. Where three (3) eight-hour shifts are in operation, and an overlapping of shifts to permit time off for lunch is not possible, an on-the-job lunch period of twenty (20) minutes or less may be counted as time worked for which compensation is allowed.

b. Where two 12-hour shifts are in effect, there will be lunch periods of 20 minutes. These 20-minute lunch periods will be counted as time worked.

Where the on-the-job lunch period is in effect, Employees must spend the time at or in close proximity to their workstations.

Section 4. The Employer agrees that no Employee will be required to remain past the end of his regular tour of duty for the purpose of cleaning his designated work area, or for personal hygiene unless he remains in a pay status. At the end of their regular tour of duty, all Employees will be permitted an adequate amount of clean-up time for

personal hygiene, as determined by the Employer. Adequate clean-up time will be determined for each work area based on a thorough management- conducted study.

Section 5. The Employer agrees that each Employee will be permitted a 10-minute rest period during each four hours of continuous work, or a 15-minute rest period during each five hours of continuous work, and a 20-minute rest period during each six hours of continuous work, with the exact timing of the rest period to be determined by management. Breaks shall be taken at the nearest designated break facility. The Employer may make exceptions for specific elements or work groups based on environmental considerations.

Section 6. The Employer agrees that each Employee working in dirty areas (as determined by the Employer) will be allowed thirty-five (35) minutes for lunch, including five (5) minutes for clean-up time and thirty (30) minutes for lunch.

Section 7. Except in case of an emergency that would adversely affect the mission of the Arsenal, or in cases where substantial additional costs would result, changing of an Employee's shift will require a minimum of seven (7) calendar days' notice.

Section 8. The Employer and the Local agree that the employees of PBA will report for their tour of duty and proper work place at the beginning of their regular tour of duty. The employees will be given an adequate amount of official time for changing of clothing and/or drawing of their proper working equipment, when required by the Employer. This time may be provided at the beginning of the work shift, or at the end of the work shift of the previous day, or partly at both times, depending upon the circumstances.

ARTICLE XIX

ASSIGNMENT OF UTILITY OPERATORS (STEAM, AIR, WATER, SEWAGE FOR SHIFT OPERATIONS OF UTILITY PLANTS

Section 1. General Criteria.

- a. This article will apply only to Employees assigned to utility plant operations.
- b. Management has the right to determine the type of personnel (by job title and grade) needed for utility operations, based on the skills required to perform the work.
- c. All utility operators assigned within the section in the job categories and grade needed and who desire utility shift work will receive a fair and equitable share of such shift work.
- d. When an insufficient number of utility operators desire shift operations, Employees in job categories and grade needed will be drafted on an equitable basis.
- e. A utility operator who desires annual leave (except emergency annual leave) will make application for such annual leave at least nine (9) calendar days in advance. If it is necessary to change the shift assignment of a second utility operator to relieve the

operator who desires annual leave, the second utility operator will be given at least seven (7) calendar days advance notice of the change in shift assignment.

f. A utility operator returning from a period of scheduled annual leave will return to his regular shift at the end of his vacation period. The relief operator will return to the day shift at the same time.

g. Utility Systems Operators in the boiler plants who desire rotating shift work may request rotating shift work, but must accept whichever particular rotating shift is available. However, every reasonable effort will be made, to include union involvement, to maximize employee equity and satisfaction with shift assignments.

Section 2. General Procedures.

a. These procedures cover all non-supervisory Employees assigned to utility plants operations including working leaders.

b. Management will post and maintain current operations requirements for utility plants operations.

c. An Employee desiring utility shift work shall state in writing that he desires such work and, if it is a non-rotating shift, indicate his preference of work assignment.

d. Such a request will be submitted to their respective foreman at least two (2) weeks prior to the beginning of a new work cycle.

e. Utility shift work cycles will be for twenty-four (24) weeks on a voluntary basis or eight (8) weeks on an involuntary basis. Management will notify the Local and the Employees affected, seven days in advance of the tour of duty.

f. When requests for Utility Shift work are received the request will be ranked according to how long each requester has been off Utility Shift work, with the longest off being ranked number one, second longest off, number two, and so on. In the event two or more requesters have been off Utility Shift work for the same period of time, seniority (service computation date) will be used with the most senior Employee being placed above the least senior. If two or more requesters are presently on Utility Shift work, their positions on the list will be determined by how long each has been on with the shortest on being placed above the longest on. Requesters presently on Utility Shift work will be ranked after requesters not presently on Utility Shift work. In the event of a tie among requesters presently on Utility Shift work, seniority (service computation date) will be used with the most senior placed above the least senior. The list prepared according to this paragraph will be used for assignment to Utility Shift work.

g. If there are an insufficient number of Employees who volunteer for utility plants shift operations, involuntary assignments to the remaining spaces will be made, with the Employee on the roster who has been unassigned to shift work for the longest period of time being involuntarily assigned to shift work for a period of one work cycle (eight weeks). In the event two or more Employees have been unassigned for the same length of time, the least senior Employee will be selected for the involuntary assignment.

h. Overtime required for utility plants operations will be assigned first to personnel assigned to the plants involved by job title and grade (e.g., the WG-10 operators assigned to the boiler plants would be offered overtime first for overtime in those plants). If more personnel are needed than available from job title and grade involved, other qualified personnel will be called from the overtime roster. As a minor deviation from the above procedure, assignments to overtime for the Water Plant Operators, WG-10, Utility Systems Operators, WG-10, the one Water Plant Operator Leader, WL-10, as well as the Utility Systems Operator Leader, WL-10, will be made so that the amount of overtime offered to all these employees will be equalized.

i. An Employee serving on utility shift work will not be charged on the overtime roster for regularly scheduled overtime or overtime for which he is not available because he is already on duty at PBA on his regular job. All other overtime hours which the Employee works or which he declines to work, or for which he is not available (see Article XXI) will be charged against the Employee on the overtime roster.

j. In the event of unscheduled overtime, the operator on duty will be given first choice to work the overtime unless the Employer is able to give four hours notice to the operator of the appropriate grade with the least overtime charged on the overtime roster.

k. If a replacement becomes necessary, and if volunteers from the day shift cannot be obtained, the Employee on the day shift who has been unassigned to shift work for the longest period of time will be involuntarily assigned to work during the period of the absence. In the event two or more Employees have been unassigned for the same length of time, the least senior Employee will be selected for the involuntary reassignment. If the time worked is one-half the work cycle or longer, the time will be counted as a full cycle for the purpose of future voluntary assignments or drafting to shift work. Likewise, if the workcycle must be terminated by the Employer due to changes in schedule or mission requirements, the time worked will be counted as a full cycle if one-half or more of the work cycle has actually been completed.

l. If a shift relief fails to show up at the appointed shift change time, the operator on duty shall be held over to work the first four hours of the succeeding shift or until a relief operator can be obtained. All notices of changes in tours of duty will be made in accordance with 5 CFR 610.121(b)(2). Changes in shift assignments will take place on the first appropriate shift.

m. An employee will be eligible and considered for an overtime assignment only if he or she is both physically and occupationally qualified to perform a reasonable amount of productive work on the overtime assignment at no additional cost to the government. Employees who are reasonably accommodated during regular duty hours are normally eligible for overtime if the overtime assignments are not more physically or occupationally demanding than the regular duty assignments.

ARTICLE XX

OVERTIME FOR CERTAIN PBA EMPLOYEES

Section 1. General Criteria.

- a. This Article will apply to all wage grade employees assigned to the Directorate of Public Works (DPW) and to the Directorate of Logistics (DOL) and to all general schedule (GS) personnel assigned to the Operations Division of the Directorate of Law Enforcement and Security. If a reorganization occurs during the life of this contract which involves reassignment of DPW craftsmen or DOL mechanics to other similar positions in another PBA organization, overtime rosters will be maintained on the transferred craftsmen.
- b. Overtime rosters will be appropriately maintained to assure that overtime opportunities are distributed on a fair and equitable basis for all employees on the established rosters. Management has the right to determine the type of personnel by job, title and grade, needed for overtime work, based on the skills required to perform the overtime work. Overtime will not be used as a reward or for punishment of an employee.
- c. Overtime rosters will be established to cover all employees in the organizations listed in section 1a. A separate overtime roster may be established for each position in a different job title, series and grade. Sometimes the overtime work is of such a nature that two or more positions of different job titles, series or grades (or an entire team) can be consolidated into one roster. Such consolidation obviously increases the perception of fairness, reduces the likelihood of complaints, and is encouraged in those cases in which efficiency is not impaired. The Employer will consult with the Local in establishing overtime rosters.
- d. An Employee will be eligible and considered for an overtime assignment only if he or she is both physically and occupationally qualified to perform a reasonable amount of productive work on the overtime assignment at no additional cost to the government. Employees who are reasonably accommodated during regular duty hours on their official duty assignment are normally eligible for overtime if the overtime assignments are the same or not more physically/occupationally demanding than their regular duty assignments. Employees accommodated outside their official duties may be granted overtime when needed. Employees determined to be ineligible for a particular overtime assignment due to their physical or occupational limitations will be charged the overtime as if they had declined it in accordance with paragraph 2e below. The employee affected will be provided an explanation for the denial by the appropriate supervisor or leader.
- e. Overtime for Utility Operators will be considered in accordance with Article XIX, and this article.
- f. As a general rule, when one or more Employees are engaged in an assignment which remains unfinished at the end of a shift, and which must be completed on an overtime basis, before the next calendar day or which requires coming back the next day to complete, the same Employees will remain on the job to complete the project. An employee

may, upon request, be released from an overtime assignment with the consent of the Employer and provided another acceptable employee is available and willing to work the overtime. If an employee in such a situation declines to work the overtime, he will be charged with the number of overtime hours, as though he had worked them.

g. The overtime rosters described in this Article need not be followed when it is necessary to "call back" Employees for unscheduled overtime of an emergency nature (e.g., if a delay in starting the overtime work would cause additional down time on a production line, or would result in a safety, health, or security hazard, or result in possible damage to government property). In such an emergency situation, the most readily available employee with the required skills and from the section to which the work would normally be assigned may be obtained to perform the overtime work.

h. Subject to the above conditions, the Employer agrees that when overtime is authorized for a particular section, Employees assigned to that section will be given the first opportunity to work the overtime.

i. Each organizational element covered by this article shall maintain and display an overtime roster and make this roster available for review at all time by the Local and by employees covered by the roster.

Section 2. Except as otherwise provided in Section 1, employees covered by this article will be will be given preference for and will be selected to work overtime by the following procedures:

a. Overtime rosters for each covered section will be established and kept current to assure a fair and equitable distribution of overtime. All overtime, both scheduled and unscheduled, will be posted to the rosters.

b. New overtime rosters will be established by appropriate supervisors to replace existing rosters at the beginning of each fiscal year, or at a time mutually agreeable to the Local and the Employer. For overtime purposes the rosters will be arranged initially by seniority service computation date, with the most senior employee being offered the first overtime. This procedure will be followed until all employees on a roster have been given an opportunity to work overtime.

c. The Employee with the least amount of overtime charged on the roster appropriate for consideration will be the next Employee offered the opportunity to work scheduled overtime. If the Employee works the overtime, he will be charged with the number of overtime hours worked. If he declines to work the overtime, he will also be charged with the number of overtime hours, as though he had worked them. In the event there are an insufficient number of employees who desire such overtime, the overtime roster will be used to select employees for involuntary overtime assignments. If an Employee changes rosters as a result of an unofficial detail, he will remain on the roster from which he was detailed.

d. When a new Employee enters on duty in an organization covered by this article, or is permanently transferred, or temporarily promoted, or officially detailed, to a new section, his name will be entered on the appropriate overtime roster in the proper seniority

sequence; and he will automatically be charged with the same number of overtime hours, as though he had worked them, as the Employee on the roster with the greatest number of overtime hours worked. Likewise, when an employee returns to a section or craft from temporary promotion or official detail, he will return to the roster of that section or craft, and he will be charged with the same number of overtime hours as the Employee on the roster with the greatest number of overtime hours.

e. When an Employee is unable to work overtime because he is in a "light duty" status; or is on FEC, on COP, on LWOP, on military leave, on weekend military drill, or on court leave; or cannot be contacted or is unavailable for any other reason (except as stipulated in Article XIX, Section 2i), and it is his turn to work overtime, he will be charged the overtime as though he had declined to work.

f. Some Employee may, from time to time, be assigned to any of several sections with different overtime rosters. Each individual will be carried on the overtime roster of the section to which he is then assigned.

Section 3. The Employer and the Local agree that pay for overtime work will be in accordance with the applicable laws and regulations. The Employer and the Local further agree that, when any governing guidelines regarding overtime pay are violated, every effort to correct any pay errors will be given immediate attention.

Section 4. The Employer agrees that normally notices of authorized scheduled overtime will be given to Employees who may be scheduled to work the overtime at least twenty-four (24) hours in advance of the day on which the overtime is to begin. In the event of an emergency, the Employer may make an exception to this requirement but will attempt to give the maximum advance notice consistent with the circumstances involved. The employee with the least amount of overtime charged will be offered the overtime work if he has the skills required and can be contacted in time to deal with the emergency.

Section 5. When an employee is on annual or sick leave when the requirement for scheduled or unscheduled overtime is identified, management will not be required to notify that individual for overtime, but the overtime will not be charged against the employee.

Section 6. The Employer agrees that if an Employee is called back to work after he has completed his daily tour and has left his place of employment or outside the clock hours of his regular tour on a holiday, or on one of his scheduled nonworkdays, he will be paid a minimum of two (2) hours at the overtime rate appropriate for his grade regardless of the actual time worked.

Section 7. It is understood that when an employee has volunteered to work authorized overtime or has been directed to work overtime, failure to report and work as directed, unless previously excused, may subject the Employee to disciplinary action.

Section 8. The Employer and the Local agree that situations may occur which require altering procedures outlined in Section 2c, and an employee will be worked out of turn on the overtime roster. When such situations do occur, a request from the Local for justification for the altered procedure will be provided by the Employer. Emergency

situations and the inability to contact the appropriate Employee are recognized as legitimate reasons for deviations from normal. However, oversights and errors in judgement warrant appropriate inquiry and may result in disciplinary action. The Employer and the Local agree that an Employee who is wrongfully deprived of overtime will be given an equal amount of overtime at the next opportunity. If an appropriate authority of the Employer determines that there was an unjustified or unwarranted personnel action or contract violation and no such opportunity arises within the next 30 days, the Employees will be paid for the lost overtime in accordance with 5 USC 5596(b)(1). The Employee will be given a statement to this effect. Management will work with the Local on procedures to be used to insure that employee will not be passed over on his/her overtime roster when he/she is working to make up for an instance of wrongfully deprived overtime.

ARTICLE XXI

OVERTIME FOR OTHER PBA EMPLOYEES

Section 1. This Article will apply to all PBA employees except those covered by Article XIX and XX.

Section 2. Management has the right to determine the type of personnel, by job title and grade, needed for overtime work. In sections where employees with the same classification (i.e., title, series and grade) are assigned to different job descriptions (job numbers), it may be necessary to consider only those employees with the same job description for a particular overtime assignment.

Section 3. Management will distribute overtime on a fair and equitable basis among qualified employees within each section or equivalent work unit, shift and job skill as far as the character of the work permits. Overtime will not be used as a reward or punishment.

Section 4. Employees assigned to overtime work must be reasonably qualified to perform the overtime work in an efficient and expeditious manner. When overtime work is required, the Employer shall determine the numbers and qualifications required for such overtime work, shall determine the Employees that satisfy the requirements, and shall select and assign Employees to overtime work accordingly, subject to provisions of the Agreement.

Section 5. The Employer and the Local recognize that certain factors may cause imbalances in the equitable distribution of overtime. It is also recognized that different procedures may be appropriate and desirable for equalizing overtime in the various sections at PBA. Management agrees to accept and consider Union proposals on procedures to be followed in distributing overtime in any section (or larger element) at PBA.

Section 6. Whenever possible, Employees will be informed at least two days in advance when overtime is required.

Section 7. First consideration for overtime normally shall be given to those Employees who are currently or normally assigned to the specific task, job, project or production line requiring the overtime work.

Section 8. An Employee may, upon request, be released from an overtime assignment with the consent of the Employer and provided another acceptable Employee is available and willing to work the overtime. Overtime shall not be compulsory, unless the specific skills of the Employee are required for work accomplishment.

Section 9. The Employer agrees that the cost center manager, or designee, in each work area will maintain a current copy of existing overtime records (printouts) on bargaining unit Employees. The cost center manager, or designee, will permit a Union Officer or Steward to inspect the printout to the extent necessary to evaluate alleged inequities in overtime distribution.

Section 10. It is understood that when an Employee has volunteered to work authorized overtime or has been directed to work overtime, failure to report and work as directed, unless previously excused, may subject the Employee to disciplinary action.

Section 11. An Employee will be eligible and considered for an overtime assignment only if he or she is both physically and occupationally qualified to perform a reasonable amount of productive work on the overtime assignment at no additional cost to the government. Employees who are reasonably accommodated during regular duty hours are normally eligible for overtime if the overtime assignments are not more physically or occupationally demanding than the regular duty assignments.

Section 12. The Employer and the Local agree that repeated instances of failure to distribute overtime on a fair and equitable basis will lead to consultation with the Local and corrective action, which may include the requirement for overtime rosters in the element or elements involved. Corrective action for lost overtime will be remedied as indicated in Article XX, Section 8.

ARTICLE XXII

LEAVE

Section 1. The Employer agrees that Employees shall earn annual leave in accordance with applicable laws and regulations. Approval of non-emergency annual leave shall be based upon the needs of the activity and full consideration of the Employee's request. Employees are encouraged to schedule annual leave in advance in order to minimize work interruption by large numbers of Employees taking leave at the same period of time. Annual leave for emergency reasons shall be considered for approval on an individual basis.

Section 2. The Employer agrees that Employees shall earn sick leave in accordance with applicable laws and regulations. Approval of sick leave may be granted to Employees when they are incapacitated for the performance of their duties and when the supervisor (or someone who is delegated to receive such a report) has been notified within three (3)

hours after the beginning of their shift. Shift workers will, whenever possible, notify their supervisor prior to the beginning of the shift.

Section 3. In accordance with the provisions of 5 CFR 630.403(a), the Employer may require Employees to furnish a doctor's certificate or a medical certificate or other administratively acceptable evidence to substantiate the Employees' request for sick leave absence in excess of three (3) continuous workdays or for a lesser period of time when the agency determines it is necessary. In cases where the Employer has given official written notice to an employee that he or she is suspected of having abused sick leave privileges, the Employee must furnish a doctor's certificate for each such absence from work which is claimed as sick leave. Sick leave abuse will be determined in accordance with PBA Regulation 690-23. All such cases requiring a doctor's certificate for such absence shall be reviewed by the division or office chief (or designee) for the purpose of determining whether such penalty can be eliminated and that such review shall take place at the end of six (6) months from date of issue of official written notice requiring doctor's certificate. At such time the Employer and employee will again review the employee's record to determine the possible restriction removal. When a restriction is to be continued, the employee will be counseled by his division or office chief (or designee) and so informed. At the same time, the Steward may accompany the Employee. When it has been determined by the division or office chief (or designee) that the restriction is no longer necessary, the Employee will be notified in writing and the copy of the restriction notice removed from the Employee's Organizational Record File. The Local reserves the right to review said records for verification of removal of restriction notice.

Section 4. OPM 71, Application for Leave, will be required every two (2) weeks during sick leave periods of long duration. All medical certificates covering sick leave absences will be submitted upon return to duty. Employees who are sent home based on the recommendation of proper medical personnel, will have approved sick leave for the remainder of that day only. If the total absence of sick leave in these cases exceeds three (3) working days, not to include the time previously authorized for the partial absence of that first day, the Employee will be required to submit to his supervisor a signed doctor's certificate. The partial day will not be counted as a full day.

Section 5. Advanced sick leave will be limited to deserving cases of a serious nature, based on individual requests.

Section 6. Leave emergencies due to weather or natural disasters will be handled in accordance with PBA Policy Letter 690-1.

Section 7. An Employee who volunteers as a blood donor when the Red Cross bloodmobile visits PBA may be excused from his/her normal work assignment for this purpose without charge to leave or loss of pay. Such excused absence from duty will be of sufficient duration (NTE two hours) to permit the Employee to travel from the work site to the bloodmobile, donate the blood, recuperate for a proper length of time (as determined by the RN on duty), and return to the work site. The absence will be scheduled in such a manner to permit the return to the worksite at or before the

scheduled cleanup time prior to the end of the work shift. When donors are required to wear issued protective clothing and to change clothing before leaving the work site, sufficient time will also be provided for this purpose.

ARTICLE XXIII

PERFORMANCE EVALUATION

Section 1. The Employer and the Local agree that a well-conducted performance evaluation program results in benefits to both the Employer and the Employees. The Employer further agrees that the employee should be rated by a supervisor who has actual knowledge of the employee's job performance for an accurate honest and fair rating of the Employee. However, it is understood the majority of employees work under leaders, and leaders do not perform rating duties. Since leaders should, and do have, input into the employees rating, a copy of the leader's input will be maintained on file within the organization until the employee's next rating.

Section 2. The Employer agrees that informal discussions, in addition to periodic counseling sessions every six months as a minimum and documented on their Employee record cards will be held between supervisors and marginal Employees to discuss performance and other matters pertinent to the employee's performance. Supervisors in the course of the evaluation process should plan the future development and utilization of Employees. Formal Discussions will be held between immediate supervisors and marginal Employees to discuss performance and other matters pertinent to the Employee's performance. Supervisors will provide marginal Employees (those less than full successful) in writing a list of things the Employee is doing wrong and a list of recommended changes and provide assistance to the Employee that will help improve his or her performance and what steps the employee should take to accomplish the task of becoming fully successful (a performance improvement plan). If the employee so chooses they may have an authorized member of the Local present at such sessions.

Section 3. When an Employee believes that he has not been fairly and objectively rated, the procedure outlined below will be used:

a. The Employee will be afforded the opportunity to address the rating with the rater. Employer will make every reasonable effort to resolve any disagreements on the employee's rating on a verbal basis, and in a civil manner.

b. If the Employee still believes that he has not been fairly and objectively rated, he will be advised of his right to initiate a grievance under the provisions of Article XXX. A grievance may not be filed concerning the identification of major and critical job elements or the establishment and content of performance standards.

ARTICLE XXIV

SUGGESTION PROGRAM

Section 1. The Employer and Local agree that to properly maintain interest and to promote new ideas, it is necessary to have a valid and proficient suggestion awards program. To assure this, the Employer and the Local further agree that all suggestions will be fairly and equitably evaluated and promptly processed.

Section 2. When any suggestion is received, it will be processed and will be evaluated by a technically qualified person who is familiar with and understands the area in which the suggestion may be put into effect. The evaluator and employee may also seek advice from other qualified persons who are familiar with that specific area. This will be accomplished within a reasonable period of time, not to exceed 3 months.

Section 3. When a suggestion is received by the Army Suggestion Program (ASP) Manager, the ASP Committee or by the appropriate supervisor, it will be acted upon as soon as possible. Every effort will be made to comply with Army guidelines regarding suggestion backlog. Adopted suggestions will be processed in accordance with applicable Department of the Army regulations. When an evaluation is made, the Employer agrees that every reasonable consideration will be given to the suggestor, and if the evaluator does not understand what the suggestor is trying to convey, the suggestor can be contacted for further explanation and or clarification of the suggestion.

Section 4. The adoption or nonadoption of a suggestion will be the sole determination of PBA management in carrying out the mission.

ARTICLE XXV

PROMOTIONS

Section 1. The Employer and the Local agree that actions under this Article will be taken without regard to race, religion, color, lawful political or other affiliation, marital status, sex, national origin, age, or physical or mental handicap, which will not affect job performance.

Section 2. The Employer and the Local agree that the minimum area of consideration will be established in accordance with appropriate Office of Personnel Management and Department of Army regulations. All promotions will be governed by the existing Merit Promotion Plan. The Employer will confer with the Local in the formulation of any future changes to the plan.

Section 3. The Employer agrees that the Local will be furnished with a copy of each vacancy announcement for every job that is advertised under the Merit Promotion Plan.

Section 4. The Employer and the Local agree that the Employee is entitled to retroactive pay when there is an administrative or clerical error after the approval of the SF 50, Notification of Personnel Action.

Section 5. The Employer and the Local agree that whenever a board or panel is used for promotion or selection for any Bargaining Unit vacancy, there will be specific written procedures established and in place for each individual panel or board. Additionally all

documentation to include working papers will be maintained for review for a 1 year minimum and furnished to the Local upon request.

Section 6. When the question arises as to the grade of an existing position, the Employer and Local agree that an appropriate evaluation will be performed by the CPAC/CPOC personnel in accordance with applicable regulations/procedures.

ARTICLE XXVI

DETAIL ASSIGNMENTS

Section 1. The Employer and the Local agree that for the purpose of this Article the following definitions shall apply:

a. Unofficial Detail: The temporary assignment of an employee of the Arsenal without formal personnel action or change of pay status, to duties other than those covered in his official job description. Such an assignment may not exceed 30 days if it is to a higher graded position or to a position with more promotion potential.

b. Official Detail: The temporary assignment of an Employee of the Arsenal for 31 days or longer to a position of higher-grade or with more promotion potential, or for 120 days or longer to all other positions. A Request for Personnel Action (RPA) is required for all official details.

Section 2. The Employer agrees that unofficial details within offices and divisions and between offices and divisions will be on fair and equitable basis, consistent with Employee qualifications and the PBA requirements. Records will be maintained of the unofficial detailed time to positions of a higher grade. Details of thirty-one (31) days or more will be recorded on the Employee Record Card at the time of the annual performance rating.

Section 3. It is further agreed that official detail time shall be made a matter of record and included in the Employee's Official Personnel Folder.

Section 4. Persons on official detail will be carried on the overtime roster of the unit to which they are detailed.

ARTICLE XXVII

JOB DESCRIPTIONS

Section 1. Job descriptions will be prepared to incorporate duties in accordance with DA and OPM regulations. The Employer and the Local agree that the approximate percentage of time spent on each duty will be shown on all job descriptions.

Section 2. It is further agreed that the job description is an item of record that should be clearly understood by an Employee when he is assigned to a job. If, at a later date, there is a material change to the job description, the Employee shall be notified and the new job description shall be added to his or her Official Personnel Folder.

Section 3. It is further agreed that Employees shall be freely and fully provided with adequate means of securing review of what they consider to be inequities in their existing grade. The Employee is entitled to Local representation or assistance in discussing the above with the Employer and in reviewing and reading Classification Standards that pertain to his position. Employees may have representation during position reviews.

ARTICLE XXVIII

DEMOTIONS

Section 1. The Employer agrees to observe applicable appeal rights of Employees who are demoted for just cause where such action will promote the efficiency of the service.

Section 2. Special consideration for repromotion shall be provided in accordance with appropriate regulations.

ARTICLE XXIX

GRIEVANCE PROCEDURE

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

Section 2. Scope. A grievance means any complaint --

- a. by any Employee concerning any matter relating to the employment of the Employee; or
- b. by the Local concerning any matter relating to the employment of any Employee; or
- c. by any Employee, the Local, or the Employer concerning:
 - (1) the effect or interpretation or a claim of breach, of this Agreement; or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- d. Except that it shall not include a grievance concerning:
 - (1) any claimed violation relating to prohibited political activities; or
 - (2) retirement, life insurance, or health insurance; or

(3) a suspension or removal for National Security reasons (5 USC 7532); or

(4) any examination, certification or appointment; or

(5) the classification of any position which does not result in the reduction in grade or pay of an employee; or

(6) the termination of a temporary employee for any reason during the first year of his employment; or

[7] promotion or reassignment to a supervisory position.

e. Grievances regarding exposure to asbestos and environmental differential pay regarding asbestos will be judged by the Occupational Safety and Health Act (OSHA) standard.

Section 3. This negotiated procedure shall be the exclusive procedure available to the Local and the Employees in the bargaining unit for resolving such grievances except as provided in Section 4 of this Article.

Section 4. Appeal and Grievance Options.

An aggrieved Employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both (except for discrimination complaints). For the purposes of this section and pursuant to Section 7121(e)(1) of the Act, an Employee shall be deemed to have exercised his option under this section only when the Employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 5. Question of Grievability.

In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 2 of Section 8 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 6. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Local agree that every effort will be made by management and the aggrieved party(ies) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an Employee's good standing, his performance, or his loyalty or desirability to the

organization. Reasonable time during working hours will be allowed for Employees and Local representatives to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

Section 7.

Step One. Any complaint which involves a suspension or removal shall first be submitted in writing by the concerned Employee within 10 days after receipt of the Notice of Decision. The Employer will have five days to answer the complaint in writing. The suspension or removal will not become effective until after the grievance has been reviewed by a member of the Command Group, and the Local.

Step Two. If the matter is not satisfactorily settled at Step One, the Local can invoke arbitration within 20 days of receipt of the Employer's decision at Step One.

Section 8.

Step One. Any grievance except as provided for in Section 7 shall first be taken up orally by the concerned Employee or Local representative with the appropriate Employer representative in an attempt to settle the matter. Grievances must be presented within 30 calendar days from the date the Employee or the Local became aware of the grievance. The Local representative must be present if the Employee so desires. However, if an Employee(s) presents a grievance directly to the Employer for adjustment consistent with the terms of this Agreement, the Local shall have an observer present.

Step Two. If the matter is not satisfactorily settled following the initial discussion, the Union representative may, within five working days, submit the matter in writing to the Employer representative. The Employer representative will meet with the Union representative and any aggrieved Employees within five working days after receipt of the grievance. The Employer representative shall give the Steward his written answer within five working days after the meeting.

Step Three. If the grievance is not settled at Step Two, the Union representative, may within five working days, forward the grievance to the Employer representative for further consideration. The Commander or other member of the Command Group (or, for the Pine Bluff Chemical Activity, the tenant Commander or other member of the tenant Command Group) will review the grievance, consult with the supervisors and the Union representative, and give the Union representative his written answer within five working days after receipt of the grievance. For the employees of the Pine Bluff Contracting Division, the Step 3 grievance will be decided by the highest level Army Contracting Command (ACC) employee at the installation, or the Director of the RDECOM Contracting Center or his designee.

Step Four. If the grievance is not satisfactorily settled at Step Three, the Local or the Employer may refer the matter to arbitration. If time limits cannot be met, extensions must be by mutual consent of the Local and the Employer.

Section 9. Grievances which may impact on more than one Employee may be submitted in writing by the Local President (or his designee) directly to the Employer

representative. The Employer and the Local President or his designee will meet within five working days after receipt of the grievance to discuss the grievance. The Commander shall give the Local President his written answer within 10 working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

ARTICLE XXX

ARBITRATION

Section 1. If the Employer and the Local fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Local within 30 calendar days after issuance of the final decision, shall be submitted to arbitration.

Section 2. Within five working days from the date of the request for arbitration, the parties shall request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within ten working days after receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the parties will each strike one arbitrator's name from the list of seven and will then repeat this procedure until one person remains who shall be the duly selected arbitrator. The party requesting arbitration will strike the first name.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

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

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Local. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status.

Section 6. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on the parties. However, either party may file with the Federal Labor Relations Authority an exception to an arbitrator's award as provided in 5 USC 7122.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 9. Except as mutually agreed by the parties, arbitration under this Article will be conducted as oral proceedings with no verbatim transcript.

Section 10. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases that would involve several days of hearings.

Section 11. Any party to this Agreement who:

a. Refuses to present a question of arbitrability to the arbitrator, or otherwise proceed to arbitrate a grievance; or

b. Does not proceed without undue delay to implement the arbitrator's award shall pay the total cost of arbitration. Upon a finding by appropriate authority that the refusing party did not have a duty to arbitrate the issue or implement the arbitrator's award, the grieving party shall pay the total costs of arbitration.

Section 12. The arbitrator has full authority to award attorney fees in accordance with the standards of the Civil Service Reform Act.

ARTICLE XXXI

DISCIPLINARY ACTIONS

Section 1. The Employer agrees to furnish an extra copy of all letters of proposed adverse actions and all letters of decisions on adverse actions to the affected Employees. This will enable each Employee concerned to provide the Local with a copy of such proposal and decision letters, if he/she so desires. If the Employee elects to be represented by the Local, copies of all correspondence addressed to the Employee will also be furnished to the Local.

Section 2. If an Employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of fellow Employees.

Section 3. Disciplinary actions will be taken only for just and sufficient cause and will be in accordance with the Office of Personnel Management and agency regulations.

ARTICLE XXXII

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Local are committed to the goals and requirements of law, executive order and national Union policy in the implementation of an affirmative local Equal Employment Opportunity (EEO) Program. In this regard, it is recognized that the Local serves as a valuable source of information on problems, needs and

attitudes, and that through the Local's participation, acceptance and accomplishment of the goals and objectives of the local Affirmative Employment Program Plan can be facilitated.

ARTICLE XXXIII

PRODUCTIVITY

Section 1. The Employer and the Local agree that high productivity is essential in order to accomplish the mission of the PBA in an outstanding manner. This requires keeping pace in technological progress, as well as the economical use of human and other resources. In this connection, it is recognized that Local involvement in efforts for productivity improvement is a means to enhance the public image of Federal Employees.

Section 2. The Local and the Employer agree to cooperate in encouraging Employees to take advantage of training opportunities, and to make their own efforts in self-improvement, so as to upgrade their skills.

ARTICLE XXXIV

ENERGY CONSERVATION

Section 1. The Employer and the Local recognize that the energy crisis directly affects not only our national as well as our personal life, but also our work place. The Employer and the Local further recognize that the entire area of personnel management presents various opportunities for the achievement of significant reductions in energy consumption, such as minimizing shift and overtime work, curtailing operations during holiday periods and periods of critical energy shortages, and prudent management, generally of the entire workforce.

Section 2. The Employer and the Local agree that measures taken to conserve energy must be instituted for that purpose and not for the purpose of realizing economies at the expense of the Employees.

ARTICLE XXXV

HOLIDAY WORK

Section 1. General Criteria.

a. This Article will apply only to craftsmen assigned to the Directorate of Public Works.

b. This Article applies only to non-recurring unscheduled holiday work, and not to regularly scheduled holiday work, such as regularly recurring work performed by Employees in utilities operations. The rotation procedures applicable to the latter employees automatically equalize the holiday pay for the employees involved.

c. Management has the right to determine the type of personnel, by craft and skill level (e.g., journeyman level Pipefitter; leader level Carpenter or Building Craftsman) needed for non-recurring unscheduled holiday work.

d. An employee will be eligible and considered for such holiday work only if he or she is both physically and occupationally qualified to perform a reasonable amount of productive work on the overtime assignment at no additional cost to the Government. Employees who are reasonably accommodated during regular duty hours are normally eligible for such holiday work if the unscheduled holiday work assignments are not more physically or occupationally demanding than the regular duty assignments.

Section 2. Except as otherwise provided in this Article, eligibility for and selection for non-recurring unscheduled holiday work will be the same as for overtime work, as outlined in Article XX of the Agreement.

Section 3. Non-recurring unscheduled holiday work will be recorded and charged on the appropriate overtime roster, but not on an hour-for-hour basis. Inasmuch as holiday pay is at a rate equal to 2/3 of overtime pay, the number of holiday hours will be multiplied by 2/3, and the resulting number of hours (to the nearest half hour) will be recorded and charged on the appropriate overtime roster.

Section 4. Time worked on holidays by Employees assigned to shift work will not be charged as time worked on an overtime roster.

Section 5. Other aspects of holiday work will be handled in the same manner as for overtime work, as outlined in Article XX.

ARTICLE XXXVI

REASONABLE OFFER UNDER GRADE AND PAY RETENTION PROVISIONS

For the purpose of applying 5 CFR 536.207, which pertains to loss of eligibility for grade retention, the criteria for a reasonable offer contained in 5 CFR 536.206 shall be applied.

ARTICLE XXXVII

PARKING FACILITIES

Section 1. The Employer agrees that Employees will be provided parking areas. The parking spaces provided will be as close to their normal work stations as can be reasonably arranged. Physically handicapped Employees will be given preference in assignment of parking spaces. Parking will be permitted only in designated areas. Safety and security regulations will be strictly observed in designating appropriate parking spaces.

Section 2. The Employer agrees that a designated parking space will be provided for Union representatives at each parking lot with 30 or more parking spaces, with the designated parking space being as close as practical. All parking areas which are restricted to one group of employees will include one or more spaces for visitors. Spaces for motorcycles will be designated upon request.