

1999

CONTRACT

BETWEEN

NAGE LOCAL R 14-9

AND

U.S. ARMY DUGWAY PROVING GROUND

AFL-CIO

## **PREAMBLE**

In accordance with Title VII of Public law 95-454 (the Civil Service Reform Act of 1978, as amended) and subject to all current and future statutes, laws, and regulations, this Collective Bargaining Agreement is entered into between the U.S. ARMY DUGWAY PROVING GROUND, hereafter referred to as the EMPLOYER, and the NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL R14-9, hereafter referred to as the UNION, and hereafter collectively referred to as the PARTIES.

The PARTIES recognize that the public interest demands the highest standards of EMPLOYER/EMPLOYEE performance, the continued development of modern progressive work practices, and the effective and efficient accomplishment of the AGENCY'S mission. The PARTIES agree to cooperate in attempts to achieve these ends.

# ARTICLE 1 DEFINITIONS

The parties shall apply the following definitions of terms to implement this agreement.

**Activity**-Those employees under the direct administrative control of the Commander, Dugway Proving Ground will constitute one activity. That organizational element with an independent administrative supervisory channel will constitute a separate activity (the Health Clinic).

**Activity head**-The commander or senior official of the activity located at Dugway Proving Ground.

**Agency**- As defined in The Civil Service Reform Act.

**Amendments**- Modifications of the basic agreement by adding, deleting, and changing portions, sections, or articles of this agreement.

**Authority**-The Federal Labor Relations Authority established in Title 5 United States Code (USC) Section 7101 et seq. which is referred-to as the Authority.

**Days**- Calendar days unless otherwise specified - NOTE: If the last day of any dead6ne period established in this Agreement falls on a non-work day (i.e., Friday, Saturday, Sunday, or recognized holiday) the period is automatically extended through the next workday.

**Documented sick leave**- Sick leave that is documented by (1) an acceptable medical certificate, or (2) an employee's signed leave statement accepted by the supervisor.

**Emergency situations**- A situation which poses sudden, Immediate, and unforeseen work requirement(s) for the employer as a result of natural phenomena or other circumstances beyond the employer's or employee's control or ability to anticipate.

**Employee**- Those persons employed by the Federal Government who are eligible for coverage in the bargaining unit exclusively represented by NAGE Local R14--9.

**Employer**- The appropriate activity(ies) that has/have a vested interest in the issue(s).

**Federal Mediation and Conciliation Service (FMCS)** - The FMCS as constituted under 5 USC section 7101 et seq. to provide service and assistance to agencies and exclusive representatives in resolution of negotiation impasse.

**Federal Services Impasse Panel (FSIP)**- Constituted under 5 USC section 7101 et seq. to consider impasses upon the request of either party when the FMCS or other third party mediation fail(s) to resolve a negotiation impasse.

**Impasse**- The inability of representatives of the employer and the union to arrive through the negotiation process at a mutually agreeable decision concerning negotiable matters.

**Negotiability dispute**- A disagreement between the parties as to the negotiability of a proposal.

**Organization element or segment**- A group of employees headed by a first-line supervisor

**Parties**- The activity and NAGE Local R14-9.

**Position-** A combination of an authorization to hire (temporary or permanent) together with an assigned job description, which has been properly classified with an assigned identification number.

**Supplements-** Additional written agreements negotiated to cover matters not adequately covered by the Basic Agreement or Amendments.

**Tour of duty-** An employee's regular schedule, assigned in advance, to include days and hours assigned to be on duty.

**Union-** R14-9 of the National Association of Government Employees.

**Union-Management meetings-** Meetings which are held for communication and exchange of views with the objective of agreeing on matters of mutual interest.

**Union official and/or union representative-** Any accredited national representative of the union, and the duly elected or appointed officials of the local, including stewards, in accordance with the provisions of U.S. agreement.

## **ARTICLE 2 DEFINITION OF UNITS AND RECOGNITION**

The UNION is the exclusive representative of all employees of the EMPLOYER, to include all appropriated and non-appropriated fund employees, employees at U.S. Army Dugway Proving Ground, and the serviced activities of the U.S. Army Health Clinic at Dugway. The unit excludes all management officials, supervisors, police, guards, summer hire employees, employees engaged in federal personnel work in other than a purely clerical capacity, and all others excluded by law.

## **ARTICLE 3 PROVISIONS OF LAWS AND REGULATIONS**

In the administration of all matters covered by this AGREEMENT, officials and employees *are* governed by existing or future laws and regulations of appropriate authorities, published AGENCY policies and regulations in existence at the time this AGREEMENT was approved; and by subsequently published policies and regulations required by law.

## **ARTICLE 4 MANAGEMENT RIGHT**

**SECTION 1.** The PARTIES agree that management rights are stated in 5U.S.C. § 7106. Subject to Paragraph (b) of this ARTICLE, nothing in this ARTICLE shall affect the authority of a management official of the AGENCY quoted as follows:

§7106. Management rights

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

(1) to determine the mission, budget, organization, number of employees, and Internal security practices of *the* AGENCY; and

(2) in accordance with applicable laws:

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

(B) to assign work, to make determinations with respect10contracting out and to determine the personnel by which AGENCY operations shall be conducted;

(C) with respect to fining positions, to make selections for appointments from:

(i) among property ranked and certified candidates for promotions; or emergencies.

(ii) any other appropriate source; and

(D) to take whatever actions *may* be necessary to carry out the mission during

(b) Nothing in this SECTION shall preclude any AGENCY and any labor organization from negotiating:

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

(2) procedures which management officials of the AGENCY will observe in exercising authority under this Section; or

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

## **ARTICLE 5 EMPLOYEE RIGHTS**

SECTION 1. Employees have the right, 10 freely and without fear of penalty or reprisal to form, join and assist the UNION or to refrain from such activity. The freedom of employees to assist the UNION shall extend to participation in the management of the UNION In the capacity of a UNION officer or steward

SECTION 2. In the exercise of these rights, employees are protected from interference, restraint, coercion, or discrimination by the PARTIES.

SECTION 3. No employee is required to become or to remain a member of the UNION or to pay *money* to the UNION except pursuant to a voluntary written authorization for the payment of dues through payroll deductions.

SECTION 4. Employees *may* bring matters of personal concern to the attention of the EMPLOYLOR or other appropriate officials under applicable law, rule, regulation, or established AGENCY policy and *may* choose their own representative (in accordance with law) in a grievance or appellate action, except when the grievance is covered under the negotiated procedures in this AGREEMENT.

SECTION 5. Prior to a formal meeting, the supervisor will inform the Employee of the purpose of the meeting.

SECTION 6 . Upon release *by* their supervisor, employees may confer with the UNION during *duty* hours concerning their own grievances, complaints, appeals, or other appropriate matters to obtain the assistance necessary. Employees will only use the minimum time necessary.

SECTION 7. Employees have the right *to* be notified of their supervisory chain, of their duties and performance objectives, or of changes to these issues.

SECTION 8. Subject to CPOC rules and procedures, employees may review or receive a copy of their official personnel file. Photocopying of records *may* result in reasonable reproduction costs.

SECTION 9. Employees will be given an opportunity to initial each entry made on their records (e.g., 7-B card, performance appraisals, etc.) maintained *by* the supervisor or other DPG management officials.

## **ARTICLE 6 UNION RIGHTS**

SECTION 1. The UNION shall have the right to act for employees and negotiate matters affecting general conditions of employment. Personnel policies, practices and procedures in accordance with law.

SECTION 2. The UNION shall represent all bargaining unit employees without discrimination and without regard to UNION membership in all matters covered by this AGREEMENT and the negotiated grievance procedure.

SECTION 3. An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at 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 practice or other general condition of employment.

SECTION 4. A UNION representative may present a brief overview of the union at the DPG New Employee Orientations. The EMPLOYER will inform the UNION of these meetings.

SECTION 5. Right to Information:

A. The EMPLOYER shall provide to the UNION, upon the UNION'S request, data:

1. Which is normally maintained by the EMPLOYER in the regular course of business;
2. Which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining;
3. Which does not constitute guidance, advice, counsel or training provided for management officials or supervisors, relating to collective bargaining.

B. UNION request(s) for data must provide information as to what is being requested and an explanation on how the data is necessary and relevant.

C. The EMPLOYER may deny UNION request(s) for data when:

1. The data is not available to or in the possession of the EMPLOYER, or

2. The release of the data is otherwise prohibited by law, or

3. The request is beyond the requirements of the statute (5 USC Section 7114(b)(4) – employer must state why the request is outside the scope of the statute).

D. If the EMPLOYER denies a UNION request for data, the EMPLOYER shall give the UNION the specific reasons for denial. If the UNION feels the EMPLOYER'S denial is in violation of this AGREEMENT, the UNION may file a grievance or initiate an Unfair Labor Practice complaint under 5 USC Section 7116.

**SECTION 6.** The UNION will have the right to meet with representatives of the EMPLOYER to discuss or negotiate matters of concern at mutually agreeable times and places.

**SECTION 7.** The UNION has the right to conduct internal business only during non-duty time.

**SECTION 8.** When centrally funded labor relations training is available to the UNION, the UNION will determine who will represent the UNION at the training.

## **ARTICLE 7 UNION REPRESENTATION**

**SECTION 1.** The EMPLOYER shall recognize the officers and stewards of the UNION. The UNION will keep the EMPLOYER advised in writing of the names of its officers and stewards. Management officials of the EMPLOYER will officially recognize only those UNION representatives who have been appointed and reported in keeping with this article.

**SECTION 2.** In the interest of efficient conduct of Government business, and the economical use of Government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with organizing efforts and the internal management of the UNION, including but not limited to the solicitation of membership, collection of dues, withholding authorizations, campaigning for UNION office, and distribution of campaign literature, may be conducted only during the non-work time of the EMPLOYEES involved.

**SECTION 3.** Representatives of the National Office for NAGE will be allowed to visit the work sites at DPG on appropriate UNION business, in accordance with safety, security, surety regulations and Commander's visitor policy.

**SECTION 4.** The President of NAGE R14-9, or his designee, can represent, on official time, both bargaining units. Those matters involving one bargaining unit exclusively, must be represented by a representative from that bargaining unit in order to receive official time. Representation may be accomplished on annual leave.

**SECTION 5.** Prior to submitting an Unfair Labor Practice (JLP) charge to the Federal Labor Relations Authority (FLRA) and in an attempt to resolve the issue, the charging party shall give the other party a prior written notice delineating the issue at least five days prior to submitting the formal document to the FLRA to provide the PARTIES an opportunity to meet/take action to resolve the issue.

## ARTICLE 8 OFFICIAL TIME

**SECTION 1.** Official time means all time granted UNION officials to perform functions authorized by 5 USC 7131 and this bargaining agreement if otherwise in a duty status. This agreement includes both the professionals and non-professional employees, but it does not include time to represent employees covered by another bargaining unit contract like the Defense Commissary Agency (“DECA”, see DECA-NAGE national contract), etc. If the UNION is going to represent other bargaining unit employees not in the EMPLOYER’S bargaining units during the EMPLOYER’S normal duty hours, the UNION will notify the labor relations officer.

**SECTION 2.** The UNION shall be limited to the hours of official time each fiscal year as shown in the time bank matrix below, which covers both the professional and non-professional bargaining unit. It will be up to the UNION to decide how many hours and the purpose of the hours of official time each representative uses. Time of union of officials’ participation on project requests by management for mutual benefit (e.g., A-76 studies) will not be charged to the official time bank. Otherwise, the UNION cannot exceed the matrix amount of official time for the fiscal year corresponding to the number of employees on the payroll as of October 1 of each fiscal year. For example, if the bargaining unit has 370 or more employees on October 1, 1999, the UNION will have up to 2500 hours of official time for the fiscal year. If there are one to 59 employees in the bargaining unit, the UNION will have a maximum of 409 hours of official time. The total number of hours of official time will correspond to the total number of hours of employees in the NAGE bargaining units covered by this contract.

OFFICIAL TIME BANK MATRIX FOR UNION

Column	A	B	C	D	E	F	G
Total number of Employees in both Bargaining units	>/= 370	310-369	250-309	185-249	120-184	60-119	1-59
Total number of Hours of official Time per Fiscal Year	2500	2095-2499	250-309	185-249	120-184	60-119	1-59

**SECTION 3.** All UNION officials involved in representational functions (grievances, ULPs, arbitration, etc.) shall be on official time, if otherwise in duty status.

**SECTION 4.** The UNION’S official time hour allowance shall not extend to UNION activities concerning the internal business of the UNION. When internal business is conducted normal working hours the UNION will inform the EMPLOYUEES that are participating of their obligation to keep their respective supervisors informed and make the necessary arrangements to be on annual leave or other appropriate nonduty time.

**SECTION 5.** If it appears that the official time bank will be exceeded in any fiscal year, the UNION may request an additional amount of hours in 100 hour increments, by providing evidence of specific extraordinary justification.

## **ARTICLE 9 COMMUNICATIONS BETWEEN PARTIES**

SECTION 1. The PARTIES are encouraged to meet on a continuing basis in order to resolve appropriate matters of general interest to the PARTIES at the lowest level.

SECTION 2. All correspondence from the UNION addressed to the Head of Activity will be signed by the UNION President or designee. Correspondence addressed to the UNION, with the exception of intervening grievance steps, will be signed by the head of Activity or designee.

SECTION 3. In the interest of efficient conduct of Government business and the economical use of Government time, the use of office automation equipment FAX and e-mail may be utilized in the administration of the COLLECTIVE BARGAINING AGREEMENT.

SECTION 4. Within 15 days of the UNION'S request, the EMPLOYER will provide a list of all EMPLOYEES and current organization chart. The EMPLOYER will provide a list of changes regularly as the list is updated.

## **ARTICLE 10 MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION**

SECTION 1. The PARTIES will cooperate in implementing and administrating the AGREEMENT to include making those changes required by the AGREEMENT.

SECTION 2. Any subject mutually agreed upon may be negotiated at any time. This does not constitute reopening of the entire contract.

SECTION 3. Prior to implementing a new policy or personnel policy, practice or procedure or any condition of employment, the EMPLOYER, will

- A. Provide a copy of any proposed change or proposed new policy;
- B. Afford the UNION timely written notice concerning the new policy or change and the opportunity to negotiate any such change or implementation, in accordance with Section 4 below;
- C. Upon request, provide data, in accordance with 5 USC Section 7114(b)(4).

SECTION 4. Negotiating time frames:

A. Normal change The Union shall have ten (10) days from the date of notification to request negotiations. If the UNION does not make a timely request for negotiations, the EMPLOYER may implement the new policy or change.

B. Urgent need change: In cases involving an EMPLOYER need to have immediate implementation of a change, the EMPLOYER shall so notify the UNION in writing. In cases involving such a notification, the UNION will have three workdays to decide and notify the EMPLOYER whether it wants to negotiate impact or implementation of the change. If the UNION does not make the notification within three days, the EMPLOYER will be free to implement the change.

C. Emergency change: In all cases involving an emergency need to change personnel policies or working conditions, the EMPLOYER may implement the change immediately and will not have to complete impact and implementation negotiations in advance of the change. However, the EMPLOYER will continue to have the obligation to conduct impact and implementation negotiations, it will make such a request within fifteen days of the start of the emergency. The EMPLOYER will be obligated to negotiate on a timely request.

D. The UNION will have fifteen days from the date it requests negotiation of implementation and impact or from receipt of requested additional information, to provide a specific counter-proposal. If the UNION proposal is to retain the status quo, then the UNION'S reasons for not changing much accompany the UNION proposal.

E. The PARTIES must convene negotiations within thirty days from initial notification unless otherwise mutually agreed upon.

## **ARTICLE 11 GENERAL SERVICES AND FACILITIES**

**SECTION 1.** The Employer will make reasonable effort to provide the UNION with access to regulations that are available.

**SECTION 2.** UNION officers and stewards will have access to internal mail distribution systems at DPG for representational duties.

**SECTION 3.** Use of equipment. UNION officers and stewards may use the EMPLOYER'S Class C telephones, typewriters, computers, fax machines and copy machines, when available, for carrying out of official representational duties. Long distance telephone calls and facsimile transmissions must be documented in a log to be provided by the EMPLOYER. The UNION will reimburse the employer for any costs incurred, and the costs of implementing any new communications technology not mandated by the EMPLOYER. Any government equipment installed into the UNION office will be signed for by a responsible UNION official. The UNION will accept corporate responsibility for this equipment.

**SECTION 4.** The EMPLOYER agrees to provide suitable office space, mutually agreed upon by the parties and necessary office furniture when available, for the use of UNION officials in the conduct of UNION business.

**SECTION 5.** The EMPLOYER agrees to provide space on official bulletin boards if available, or in other locations where materials are routinely posted in shops and offices for the posting of the UNION notices and similar informational material. The UNION and EMPLOYER agree not to post any material reflecting adversely on the personal integrity of any individual. The maintenance and posting of material shall be accomplished during non-duty hours.

## **ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY**

SECTION 1. The PARTIES agree that there shall be no discrimination against any EMPLOYEE on account of race, color, religion, sex, national origin, age, or non-disqualifying handicapping conditions.

SECTION 2. Any EMPLOYEE alleging discrimination because of any basis stated in Section 1 may process the matter under the EMPLOYER'S EEO Complaint Procedure or the UNION grievance procedures of ARTICLE 33, but not both. The EMPLOYEE may be represented by an individual of choice. An aggrieved EMPLOYEE must initiate contact with a counselor within 45 days of the matter alleged to be discriminatory, or in the case of a personnel action, within 45 days of the effective date of the action to file with the EEO counselor. If the EMPLOYEE chooses to file under the grievance procedures in ARTICLE 33, he/she will only have 30 days to imitate an action. The UNION will assign a representative for the grievance.

SECTION 3. The EMPLOYER will post in conspicuous locations throughout DPG a current list of EEO Counselors. These lists will provide the name, location, and telephone number of the counselors.

## **ARTICLE 13 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

SECTION 1. The Employee Assistance Program (EAP) is established to help employees with health problems such as alcoholism and drug abuse, or with other personal problems that may also result in impaired job performance. This program is available to all employees and is conducted in a confidential manner consistent with law, regulations and resources.

SECTION 2. Employees are encouraged to self-report to the Employer any health or personal problems that might impair employee job performance or conduct. Within the limits of mission, surety, security, and safety requirements, the Employer will try to work with the employee through temporary adjustment of job assignments, etc., the self-reporting employee's condition during participation in the EAP. For self-referred employees, job security and promotion opportunities will not be jeopardized solely by participation in the EAP counseling or referral services, consistent with above constraints. To take advantage of this section, the employee must provide adequate information regarding the problem to the supervisor so he or she can provide such assistance.

SECTION 3. A key element in assisting an employee in need of rehabilitating treatment is for that employee to recognize the problem and be willing to accept treatment. Employee participation in the program is voluntary. If an employee is incapacitated and requests to participate in a treatment program, the Employer (consistent with resources available) will grant a reasonable amount of time for such treatment. When the employee refuses an offer of help or fails to respond to treatment, and Job performance or conduct is adversely affected, the Employer may seek other remedies to resolve the problem.

SECTION 4. The parties affirm (their support of this program, which serves both the Employer and Union insofar that it does not interfere with or violate employee rights as guaranteed by the Constitution of the United States of America.

## **ARTICLE 14 WAGE SURVEYS**

SECTION 1. The EMPLOYER will provide the UNION with notification of any Locality Wage Survey by the Department of Defense wage fixing authority of which the EMPLOYER has been informed.

SECTION 2. The UNION may ask for a representative on any full-scale wage survey in *which* the EMPLOYER participates. If approved, the UNION representative may be in a duty status for such participation.

## **ARTICLE 15 COMMITTEE AND BOARD MEMBERSHIP**

SECTION 1. The UNION may have a representative on the following committees and councils:

- A. Employee Safety and Health Committee, voting member
- B. Central Safety and Health Committee (Includes Biosafety Subcommittee), voting member
- C. Ammunition Chemical Certification Board, voting member
- D. Installation Planning Board, member

SECTION 2. The UNION will appoint one representative and one alternate for the committees and boards identified above. Only one UNION representative *may* attend. The UNION agrees to identify these appointments and changes in writing to the Labor Relations Officer. The EMPLOYER agrees to notify the UNION in writing the dates and times of the meetings.

SECTION 3. Representation on the Safety and Health Committees will be in accordance with 29 CFR Section 1960.37. This section will not be limited by provisions in Section 2 of this Article.

## **ARTICLE 16 REPORTS OF SURVEY**

SECTION 1. Reports of Survey are property accountability tools that must be used when Department of Army property is lost, damaged, or destroyed through causes other than fair wear and tear.

SECTION 2. The investigation conducted by the Survey Officer is an extremely critical phase of the Report of Survey system. In conducting the Investigation, the Survey Officer must be free from bias, prejudice, and predetermined ideas as to the cause of, or responsibility for, the loss or damage. To make a thorough and impartial investigation, the Survey Officer should determine and report the actual facts,

SECTION 3. The EMPLOYER will assure that pecuniary liability is assessed only in those instances where authorized by Army Regulation (AR) 735-5. Further, the government will assure that the due process protection required by AR 735-5 is provided to respondents who face potential pecuniary liability as the result of a Report of Survey.

SECTION 4. The EMPLOYER will provide EMPLOYEES with a written reference to the Joint Travel Regulation on personnel operating a leased vehicle and & abilities while on TDY.

SECTION 5. The EMPLOYER will process all Reports of Survey in accordance with all applicable regulations without favoritism or prejudice.

SECTION 6. The EMPLOYER will assure that a designated legal office is available to provide effective assistance to personnel in preparing appeal submissions or in deciding what action to take in response to a finding of pecuniary liability.

SECTION 7. The EMPLOYER must notify the UNION in writing as soon as possible when the EMPLOYER is no longer obligated to provide legal counsel or assistance under the conditions of AR 735-5, para 13-33.

## **ARTICLE 17 EXCUSED ABSENCES**

SECTION 1. Leave *for* blood donors may be approved by the immediate supervisor. EMPLOYEES who donate blood will be allowed travel time to and from the place of donation, time necessary to draw blood and four hours of excused absence for the purpose of recuperation. The maximum time allowed may not exceed six hours except in extraordinary circumstances, the EMPLOYER may add up to two additional hours for a total of up to eight hours. For example, certain EMPLOYEES may have an uncommon blood type that is in short supply or there may be a public call for blood donations to respond to an emergency. All excused absences must be taken on the day blood is donated. If the EMPLOYEE'S blood is not accepted the EMPLOYEE must request leave for the remainder of the workday or return to duty.

SECTION 2. EMPLOYEES are entitled up to seven days of paid leave each calendar year to serve as a bone marrow or organ donor. Such absences may be recorded as excused absence, when approved by the EMPLOYER. EMPLOYEES are encouraged to use other forms of leave if the excused absence does not cover the length of time needed to recuperate.

SECTION 3. When EMPLOYEES are under summons to serve on a Jury, or to qualify for jury service, time lost from their normal working tour of duty will be charged to Court Leave. When summoned, EMPLOYEES shall promptly notify their Supervisor in order that arrangements may be made for their absence from duty. When EMPLOYEES are excused from jury service for one or more days or for a portion of a tour of duty that would permit them to return to duty within three hours of their normal workday they shall do so or that time will be charged to annual leave. The EMPLOYEE will present to the immediate supervisor satisfactory evidence of time served on jury duty upon return to the work-site. An EMPLOYEE on court leave or Jury service in a Federal Court may not receive jury fees. EMPLOYEES on court leave or jury duty in a state or municipal court will collect all fees due them and immediately upon return to duty they will deliver this sum together with the certificate of jury service, to the Payroll Customer Service Representative. Any payment for expenses incurred in court service on holidays and during non-duty hours may be retained by the EMPLOYEE.

SECTION 4. EMPLOYEES scheduled for work on any election day and who are registered and intend to vote in such an election, may be excused without charge to leave or loss of pay as follows:

A. Generally where the polls are not open at least three hours before or after EMPLOYEES' regular hours of work, they may be granted an amount of excused absence which will permit them to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off as determined by the EMPLOYER.

B. EMPLOYEES requests will be made as far In advance of election day as possible and in no event later than the day preceding the election and will be directed to the Immediate supervisor so that appropriate plans can be made to reschedule workload.

C. EMPLOYEES on second or third shifts will not be granted excused leave unless he or she is in an overtime situation. If the EMPLOYEE is unable to get an absentee ballot a reasonable effort will be made so that the EMPLOYEE may vote.

D. EMPLOYEES who reside in excess of 50 miles from their assigned duty site may be granted excuse absence of four hours prior to the close of the polls. EMPLOYEES who reside 50 miles or less from their assigned duty site, excluding DPG residents, may be granted excused absences of three hours prior to the close of polls.

E. No excused absence will be granted for voting if the EMPLOYEE is on annual/sick leave for all or a part of the day which is specified as voting day.

SECTION 5. Rights granted by this Agreement will not exceed those granted by law.

## **ARTICLE 18 BAD WEATHER CONDITIONS**

SECTION 1. When bad weather conditions occur, and present a threat to the safety of the general workforce, the Employer will gather Information and determine if employees should be dismissed from duty with no charge to personal leave. If the commander decides to allow employees to leave work early with no charge to personal leave due to bad weather conditions the Employer should notify the employees of the decision as soon as practicable. The Employer will not grant administrative leave to employees that are already on personal leave, sick leave or temporary duty, or in a similar status.

SECTION 2. All employees are required to report for duty unless they are notified of the curtailment of work hours due to bad weather. The primary means of notification if occurring before the start of the administrative workday may be through pre-selected radio and television announcements. The employer will make notification to the employees In accordance with command policy.

SECTION 3. If the installation is closed due to bad weather, the Employer may require essential personnel (e.g., Fire and Emergency Services personnel, medical personnel, etc.) to report for duty, The Employer will give employees adequate time to try to come to work. The employees will make every effort to come to work. If an employee is unable to come to work, he or she will immediately notify the supervisor or acting supervisor of his or her inability to travel to work. Consistent with mission requirements, the Employer may grant liberal personal leave to employees not able to travel to work. At the commander's sole election, administrative leave may be granted to employees. Such an "election" by the commander is not reviewable as a grievance, since such a decision comes under the purview of management's right to assign work.

# ARTICLE 19 EMPLOYEE TRAINING AND DEVELOPMENT

SECTION 1. EMPLOYEES are responsible for ensuring that *they* are fully qualified to perform the duties of their job.

SECTION 2. EMPLOYEES have a responsibility to identify needed and available training. They should inform the immediate supervisor of this information. It is the responsibility of the EMPLOYER to consider and determine the training need of each EMPLOYEE and decide what training will be provided. Any training provided to EMPLOYEES will be IAW applicable law and regulations. If provided, EMPLOYEES should take full advantage of training. EMPLOYEES must apply reasonable effort, time and initiative in the training. However, the EMPLOYER will, within budgetary limitations, provide the EMPLOYEES with training and development opportunities, which will enable the EMPLOYEES to do their work effectively, and accomplish the mission. Such training and development opportunities will be based on the best interest of the EMPLOYER, not solely for the benefit of the EMPLOYEE. When feasible, special emphasis will be given to training, which would qualify EMPLOYEES with potential for other positions in the event of displacement.

SECTION 3. Training *may* be provided in a variety of ways. It may be on-the-job training, classroom training, correspondence course, etc. Training will be conducted with economy in mind, in order that the training resources available may benefit a maximum number of EMPLOYEES. During times of reduced or limited resources, fewer training opportunities may be available.

SECTION 4. When the EMPLOYER requires an EMPLOYEE to possess a license or special certificate in order to qualify for the position that EMPLOYEE holds, the EMPLOYER will provide in the most effective manner, any re-training or education related to maintaining, re-certifying, or re-licensing at the required intervals. This section is subject to the EMPLOYER rights in Section 2 of this article.

# ARTICLE 20 SAFETY AND HEALTH

SECTION 1. The EMPLOYER will provide and maintain safe working conditions and industrial *health protection* for Employees using applicable laws, rules and current regulations. The UNION shall cooperate to that end. When safety issues are involved the UNION will encourage all Employees to work in a safe manner and emphasize the proper use of safety equipment, devices, clothing, etc., which is available to the Employee (e.g., seat belts, gas masks, *safety* pins). Employees will work in a safe manner and use prescribed personal protective equipment.

SECTION 2. The EMPLOYER will furnish protective clothing and equipment to include, but not limited to, safety glasses, gloves, coveralls, etc., in accordance with applicable regulations. Foul weather gear will be made *available* to *all* Employees whose position descriptions require them to work outdoors in inclement weather when they are required to work outdoors in inclement weather. This does not apply to those cases where *foul* weather gear is provided for Employees in a uniform allowance.

SECTION 3. The EMPLOYER will continue to provide proper emergency medical support (first aid) for Employees while on duty status. An ambulance, or the most suitable conveyance available, will be utilized to transport *the* injured to the Health Services Clinic or a hospital when necessary. When available, and considered necessary by medical authority, a physician will accompany the ambulance.

SECTION 4. The EMPLOYER will provide safe and adequate transportation to Employees required to use Government vehicles getting to the work *site* from their check-In" point.

SECTION 5. *Any*, Employee may call *to* the attention of the EMPLOYER conditions that tend to become a hazard to the health or safety of Employees. *If* there is a hazard, appropriate and *timely* action will then be taken by the EMPLOYER to correct such conditions or to minimize the risk of the hazard. Each Employee has shared responsibility *for* his or her own *safety* and an obligation to know and observe safety rules and practices and to notify the EMPLOYER of suspected safety hazards. The EMPLOYER will periodically advise Employees of safely rules and practices to be observed.

SECTION 6. The parties will have joint responsibility for encouraging employees to *pay* the appropriate attention to safe work practices.

SECTION 7. Prevention of injury as well as comfort and aid to injured Individuals shall be *the* prime concern of *the* parties and *the* employees.

SECTION 8. *It* an employee reasonably believes *that* he or she is being exposed to a health or safety hazard representing an Imminent risk of death or serious bodily harm and the employee reasonably believes *there* is insufficient *time* to seek *effective* redress *through* the normal hazard reporting procedure, then the employee may cease work and *leave* the area of *Imminent* danger, provided the employee immediately reports the situation to *the* employee's immediate supervisor. Once the appropriate *management* official has reviewed the report and *determined* that the site *is* *sate*, the employee will return to work. This is part of the management's exclusive right to assign work.

## **ARTICLE 21 ANNUAL LEAVE**

SECTION 1. EMPLOYEES shall earn and be granted annual leave in accordance with applicable regulations. Requests for annual leave will normally be submitted In advance on an SP-71. Annual leave may be taken in 1/4 hour increments, as long as the time keeping system can support it.

SECTION 2. The EMPLOYER shall grant annual leave to EMPLOYEES upon request consistent with mission requirements. To accommodate these requests EMPLOYEES will submit requests for leave as far in advance as possible, but at least 24 hours prior to the desired time. EMPLOYEES for other organizations (e.g., CDC, Health Clinic, and Fire and Emergency Services Branch, etc.) will submit requests for leave at least two weeks in advance, except in emergencies. EMPLOYEES requesting leave for short period annual leave (i.e., two days or less) will be normally notified of approval or denial by the immediate supervisor normally within ten hours.

SECTION 3. In case of emergency annual leave requests, the EMPLOYEE will contact the supervisor or designee and request approval within 1/2 hour prior the beginning of the work shift, unless circumstances beyond the control of the EMPLOYEE does not permit this, in which case the EMPLOYEE will call as soon as possible. Required EMPLOYEES for other organizations (e.g., CDC, Health Clinic, and Fire & Emergency Services Branch, etc.) will call two hours prior to the start of the work shift, unless circumstances beyond the control of the EMPLOYEE do not permit this. Then the EMPLOYEE will call as soon as possible.

**SECTION 4.** Whenever practical, vacations will be granted of not less than two weeks duration during each calendar year. EMPLOYEES preferring a specific period of time shall submit their requests to their supervisor early in the leave year (not later than 1 February). The supervisor shall endeavor to afford EMPLOYEES approved leave for the period requested. However, if a conflict arises, first priority, on a onetime basis within the twelve-month leave year period, will be given to the EMPLOYEE who possesses the earlier service computation date. When this priority has been used once, the senior EMPLOYEE will be treated on a first come first served basis. The EMPLOYER will approve/deny vacation schedules NLT 28 February. No EMPLOYEE who submits a request on or before 1 February, for vacation leave, may be required to forego a desired vacation request in deference to any EMPLOYEE who failed to submit a prior timely vacation request in accordance with this section. The number of EMPLOYEES granted leave during any period shall be determined by workload and number of EMPLOYEES required by the EMPLOYER. Leave other than scheduled vacations will normally be granted on a first come first served basis.

**SECTION 5.** The PARTIES agree that they will do everything possible to encourage EMPLOYEES to schedule their annual leave around the workload so that they will not be subject to forfeiture of annual leave or the need to request restoration of annual leave.

## **ARTICLE 22 SICK LEAVE**

**SECTION 1.** Employees shall be granted sick leave in accordance with law. An employee is entitled to use accrued and accumulated sick leave, whenever incapacitated by illness, injury or pregnancy; or is receiving medical, dental or optical examination or treatment, or when *they* would jeopardize the health of others because of exposure to a contagious disease. Sick leave may be granted in one-quarter hour increments.

**SECTION 2.** An employee desiring to use sick leave may request such leave from the immediate supervisor or designee. If a physically or medically disabling condition occurs before the employee's shift starts, the employee, if able, will contact the immediate supervisor or designee as soon as possible, but by the start of the employee's shift, to request sick leave. Employees in the Child Development Center, Fire and Emergency Service and Health Clinic *will* notify their supervisor two hours before the start of the employee's shift. Consideration will be given to reasons, however, if the employee is unable to meet this requirement because of special or unusual circumstances. When an employee informs their supervisor that he or she will be sick for more than one shift, one call in is all that is required for the period identified by the employee up to seven days, or such time as has been specified on the medical certificate which has been provided by the employee to the supervisor. The employee will communicate *any* changes to the supervisor as they occur.

**SECTION 3.** If known, the employee will inform the supervisor or designee of the expected length of absence. As soon as the employee becomes aware that the absence will exceed that length, the employee will notify the supervisor or designee but in no event later than required by Section 2 of this Article. Employees will not be required to provide any medical certificate for any period of time the employee was incapacitated that does not exceed three consecutive work days unless the EMPLOYER reasonably demonstrates probable cause to believe the employee has engaged in sick leave abuse.

**SECTION 4.** The employee:

A. If Incapacitated due to illness or injury for my period exceeding three consecutive workdays, will be required to furnish the EMPLOYER a medical certificate or other acceptable evidence stating the reason and the time period of the incapacitation. An employee's self-prepared, hand-written, or typed Standard Form 71 explaining the nature of the illness will be accepted in lieu of a practitioner's statement if the illness is such that It does not require the services of a physician or other licensed medical practitioner.

B. The employee may be required by the EMPLOYER to initial the time document to certify that such absence was for illness or injury when sick leave is granted.

C. The employee will make requests for sick leave or requests for medical, dental, optical, etc., appointments as far In advance of the appointment as is reasonably possible.

**SECTION 5.** The employee, if previously given written notice of actual or suspected sick leave abuse may be required to furnish a medical certificate for each Instance of approved sick leave granted within the six month period measured from the date of receipt by the employee of such notice.

**SECTION 6.** The employee may be advanced sick leave, when required by the urgency of the situation, in cases of serious disability or ailment. However, sick leave may not be advanced when it is known the employee will not return to duty. If the employee does not return to duty because of disability or retirement, the EMPLOYER may not require repayment of the amount paid to the employee for advanced leave. The EMPLOYER will process requests for advanced sick leave In accordance with DPG Regulation 690-1.

**SECTION 7.** Employees who have suffered a disabling injury or Illness, who have been on sick leave will not report for duty until declared physically capable of performing their normally assigned duties by the EMPLOYER'S examining physician in accordance with local regulations/policy.

**SECTION 8.** Whenever the EMPLOYER'S examining physician disagrees with the employee's personal physician's recommendations, the EMPLOYER'S examining physician will consider the findings and diagnosis provided by the employee's physician prior to rendering a determination. If the EMPLOYER'S takes action based on that determination and the employee does not accept the EMPLOYER'S action, the employee may initiate a grievance.

**SECTION 9.** The employee, if a disabled veteran, will be granted sick leave upon request for medical treatment and the presentation of an official statement from a medical authority that such treatment is required.

**SECTION 10.** The EMPLOYER has the right to determine if an employee is completely medically disqualified for his or her permanent job duties. If the EMPLOYER finds that an employee is completely medically disqualified, the EMPLOYER will consider reassigning the employee. The EMPLOYER may assign the employee to a lower graded position, if a position in the same grade is not available. In either case, before the EMPLOYER directs reassignment, the EMPLOYER must have an authorized vacancy for which the employee qualifies.

## **ARTICLE 23 FAMILY LEAVE**

**SECTION 1.** Pursuant to the Family and Medical Leave Act (FMLA) and its implementing regulations, an EMPLOYEE who has completed at least twelve months of service as an EMPLOYEE, shall be entitled to a total of twelve administrative workweeks of leave without pay (LWOP) during any twelve month period for one or more of the following reasons:

- A. the birth of a son or daughter of the EMPLOYEE and the care of such son or daughter;
- B. the placement of a son or daughter with the EMPLOYEE for adoption or foster care;
- C. the care of a spouse, daughter, son, or parent (not In-law) of the EMPLOYEE, if such relative has a serious health condition; or
- D. a serious health condition of the EMPLOYEE that makes the EMPLOYEE unable to perform the essential functions of his or her position.

**SECTION 2.** An EMPLOYEE shall take only the amount of Family and Medical Leave that is necessary to manage the circumstance that prompted the need for leave under Section 1 this article.

**SECTION 3.** An EMPLOYEE may elect in writing to substitute accrued annual or sick leave for Leave Without Pay (LWOP).

**SECTION 4.** If leave taken under this Article is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment, the EMPLOYEE shall provide notice to the EMPLOYER of his or her intention to take leave not less than thirty days before the date the leave is to begin. Otherwise, the EMPLOYEE, shall provide such notice as is practicable.

**SECTION 5.** If the need for leave is not foreseeable because of medical emergency or unexpected circumstances, and the EMPLOYEE cannot provide thirty days' notice of the need for leave, the EMPLOYEE shall provide notice as soon as possible and within a reasonable period of time appropriate to the circumstances involved. If necessary, notice may be given by an EMPLOYEE'S personal representative (e.g., family member or other responsible party).

**SECTION 6.** As a result of taking leave under the FMLA, an EMPLOYEE shall not suffer the loss of any employment benefit accrued prior to the date on which the leave commenced. However, an EMPLOYEE shall not be entitled to any employment right, benefit or position other than to which the EMPLOYEE would have been entitled had the EMPLOYEE not taken leave. While normally an EMPLOYEE is entitled to be returned to the same position held by the EMPLOYEE when the leave commenced, or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment, an EMPLOYEE is not entitled to be returned to the same or equivalent position if the EMPLOYEE would not otherwise have been employed in that position at the time the EMPLOYEE returns from leave.

**SECTION 7.** An EMPLOYEE may continue health benefits enrollment while in a LWOP status in accordance with applicable regulations.

**SECTION 8.** The Federal Employees Family Friendly Leave Act (FFLA) authorizes the use by all covered fulltime EMPLOYEES of a total of up to one regular work week (40 hours), regardless of tour of duty, of

sick leave per year for family care and bereavement purposes. And, an additional 64 hours per year to eligible EMPLOYEES who maintain a balance of eighty hours of sick leave. The sick leave granted part-time EMPLOYEES should be pro-rated to accommodate uncommon tours of duty (the minimum additional hours for such an EMPLOYEE is limited to the number of sick leave hours normally accrued during a leave year). Sick leave may be used by an EMPLOYEE as follows:

A. To provide for a family member having an illness (Physical or mental), injury, pregnancy, birth, or medical or dental, or optical examination or treatment or other condition which, if an EMPLOYEE had such a condition, would justify the use of sick leave by the EMPLOYEE; or

B. To make arrangements for or attend the funeral of a family member.

SECTION 9. The term family member means the following relatives of the EMPLOYEE:

A. Spouse and parents thereof;

B. Children, including adopted children, and spouses thereof;

C. Parents;

D. Brothers, sisters, and souses thereof.

E. Any individual related by blood or affinity whose close relationship with the EMPLOYEE is the equivalent of a family relationship.

SECTION 10. An EMPLOYEE in considering taking leave under FMLA & FFLA may request to participate in the voluntary leave transfer program if needed. Procedures for this program have been previously negotiated and are available elsewhere (DPGR 690-1).

SECTION 11. When requesting sick leave in advance to provide care for a family member, EMPLOYEES must identify to their first line supervisor, at the time of request that the sick leave is to provide care for a family member.

SECTION 12. EMPLOYEE rights shall not exceed those granted by statute or regulation.

## **ARTICLE 24 JOB DESCRIPTIONS AND CLASSIFICATIONS**

SECTION 1. Employees will be provided with an accurate *job* description containing all of the *major* duties which affect the title, series, or grade of the job.

SECTION 2. When the term "performs other duties as assigned" or its equivalent is used in a job description, the term is mutually understood to mean "collateral tasks that are incidental in nature and are within the individuals' capabilities. Management retains the right to assign work.

SECTION 3. Questions regarding the accuracy of coverage of job descriptions should be resolved between the employee and the supervisor. If not resolved, the employee *may* grieve In accordance with the negotiated grievance procedures.

**SECTION 4.** An employee *may* file a position classification appeal requesting a change *to* official *pay category*, title, series, or grade/level. Such appeals should be specific enough for the employer to determine the basis for the appeal and the desired action. General Schedule Employees *may* file an appeal to the DoD Civilian Personnel Management Service (DoD CPMS) or the Office of Personnel Management (OPM). Federal Wage System (FWS) Employees must first file a classification appeal with the DoD CPMS. If dissatisfied with the DoD CPMS decision, the employee may further appeal to the OPM. The employee may obtain assistance in preparing *the* classification appeal at DPG CPAC to be forwarded to West Civilian Personnel *Operations* Center (WCPOC) at Ft. Huachuca, Arizona, which has the classification function for the EMPLOYER.

## **ARTICLE 25 DETAILS/TEMPORARY PROMOTIONS**

**SECTION 1.** A detail is a temporary assignment of an EMPLOYEE to a position or duties other than that EMPLOYEE'S permanent position.

**SECTION 2.** Details will be made in a fair and equitable manner. Subject to the needs and availability of specific skill, the EMPLOYER will first consider the availability of volunteers when detailing EMPLOYEES.

**SECTION 3.** No detail will be made for the purpose of evading the Merit Promotion Program.

**SECTION 4.** Details to higher graded positions affecting a bargaining unit employee will be accomplished on a rotational basis, from among qualified and interested employees, if practicable. If a detail of the same individual to a higher graded position exceeds 120 days, continuation must conform to a required law and regulation. Any details of 30 days or less are not affected by this article.

**SECTION 5.** Details will be recorded as follows:

A. Details in excess of 30 days will be documented on an SF 50, which is to be filed in the EMPLOYEE'S Official Personnel Folder (OPF).

B. Details of 30 days or less will be entered in the EMPLOYEE'S work folder maintained by the supervisor.

C. Upon request, the EMPLOYEE will be provided a copy of this documentation.

**SECTION 6.** AD assignments of details or temporary promotions will include a description of the duties and notification of any changes to the EMPLOYEE'S supervision, supervisory responsibilities and chain of command,

**SECTION 7.** The UNION will be given notice of any detail that will exceed 60 days.

**SECTION 8.** At the mutual agreement of the PARTIES, additional parameters for details may be established locally.

## **ARTICLE 26 PROMOTIONS AND PLACEMENT**

**SECTION 1.** The purpose of the Local Merit Promotion Plan is to ensure that Employees are given full and fair consideration for advancement and to insure election from among the best-qualified candidates. It is further agreed that these procedures must be administered in such a way as to develop

maximum Employee confidence and to achieve the purposes of the plan as simply and as efficiently as possible.

**SECTION 2.** When a vacancy occurs in a position from which an Employee was demoted without personal cause, or in any other position for which qualified, that Employee shall be given special consideration for repromotion up to the grade from which demoted. In those cases where there are multiple Employees eligible for a vacancy, consideration must be extended to all such eligible Employee before any other method of filling the position in question is undertaken. Information relative to such special consideration will be made available to the UNION upon request. This status must be Included in the Resumix supplemental form to be credited.

**SECTION 3.** Normally the release of an Employee for local promotion will not be delayed more than two weeks and in no case more than four weeks.

**SECTION 4.** The parties agree to render assistance in counseling Employees on the operating procedures of Merit Promotion Programs In order to maximize understanding and acceptance, and minimize complaints and appeals.

**SECTION 5.** The EMPLOYER will insure that in cases of certified medical disability, every effort will be made to reassign such Employee to a vacant position for which qualified.

**SECTION 6.** It is the responsibility of the Employee to complete and submit a current resume and supplement sheet to WCPOC In order to be considered for a promotion at Dugway Proving Ground. Within) regulatory requirements al promotions will be from within the advertised area of consideration provided a sufficient number of highly qualified candidates are available. The UNION recognizes other regulatory methods as authorized ways of filling vacancies such as reinstatements, reassignments, transfers, selection from OPM certificates, and re-promotions of special consideration candidates, etc.

**SECTION 7.** Qualification standards win not be changed unless an inappropriate standard has been used in error or the Office of Personnel Management (OPM) issues a revised standard.

**SECTION 8.** The OPM minimum qualification standards will be the sole basis for determining possession of minimum qualifications except where the appropriate office of the OPM has approved or authorized an exception for the EMPLOYER.

**SECTION 9.** Employees share *the* responsibility for ensuring *that* their official personnel records are up to date *and* contain a pertinent experience and *education*.

**SECTION 10.** Any Employee who believes *they* were not *properly* rated in determining eligibility for promotion may, along With a representative, meet with a member of the CPAC staff to *discuss* the rating. When disagreements over the rating are not resolved through this meeting, the Employee may seek redress.

**SECTION 11.** Notifications of selections will be sent out to all referred candidates at the same time following the selection of an Employee.

**SECTION 12.** The UNION will be permitted to post-audit promotion actions covered by the Unit which are filled by Resumix. No Information of a confidential nature will be furnished for such audits. To

facilitate this audit, *the* EMPLOYER, through the Labor Relations Officer will make the following data available:

- A. Copy of the job ad;
- B. List of personnel considered;
- C. Standards used in determining the qualification for the position;
- D. A copy of each Resumix provided to the selecting supervisor;
- E. The list of the referred candidates;
- F. The name of the individual selected and reason for selection given by the selecting official;
- G. Comments from Equal Employment Officer (if requested and appropriate).

## **ARTICLE 27 WORKFORCE ADJUSTMENT**

**SECTION 1.** Occasions may arise where adjustments of the work force may be necessary by reduction In force, transfers of function, or reorganization.

**SECTION 2.** The EMPLOYER will notify the UNION when a Reduction in Force (RIF), Transfer of Function (TOF), or reorganization, will be necessary. The notification shall be in the form of a written notice, which shall contain (as it becomes available) the following Information:

- A. The reason(s) for the RIF, TOF, or reorganization;
- B. The approximated number of positions or EMPLOYEES affected;
- C. The proposed effective date;
- D. The documentation from the agency requesting RIF, TOF, or reorganization [unless withheld under 5 USC sec. 7114(d)(4)];
- E. The written response from higher authority to conduct a RIF, TOF, or reorganization [unless withheld under 5 USC sec. 7114(d)(4)1];
- F. The initial and subsequent retention rosters;
- G. The official manning authorization pertaining to civilian positions of the bargaining unit.

The EMPLOYER shall notify the UNION of the positions and EMPLOYEES impacted when that information is available.

**SECTION 3.** The following procedures and arrangements shall apply to all RIFs:

A. EMPLOYER shall send EMPLOYEES affected by RIF a written notice in accordance with applicable regulations prior to the effective date of the RIF.

B. Upon written request, an affected EMPLOYEE shall be given the opportunity to review the retention register(s) and other documents pertaining to the RIF, and to discuss RIF procedures with an appropriate staff member of the EMPLOYER.

C. Affected EMPLOYEES shall be offered counseling services concerning retirement eligibility and benefits, the DOD Priority Placement Program (PPP) and other available job placement, training and re-employment programs.

D. Additional service credit for performance shall be specified by applicable regulations. The performance appraisal cut-off shall be prior to the issuance of EMPLOYEE RIF notices.

SECTION 4. Procedures leading to adverse actions resulting from RIF are appealable to the Merit Systems Protection Board. Other actions concerning RIF may be subject to the negotiated grievance procedure.

SECTION 5. The head of the Activity conducting any of these personnel actions above may waive qualifications in order to place career EMPLOYEES.

## **ARTICLE 28 HOURS OF WORK AND BASIC WORK WEEK**

SECTION 1. The established administrative workweek is seven consecutive days, Sunday through Saturday.

A. A normal tour of duty consists of four consecutive ten-hour days (normally Monday through Thursday), followed by three consecutive days off. Work locations and tours of duty will be identified by the Employer. The mission may require temporary modifications to this tour of duty.

B. Employees will be notified of a change to their scheduled tour of duty not less than seven days in advance, except when it is determined by the Employer that mission functions would be delayed or that costs would be substantially increased. The Employer will notify the Union of changes occurring due to application of this section.

C. For firefighter personnel, the tour of duty will consist of 72 consecutive hours (three 24-hour days), with each 24 hour day being considered a separate work shift for administrative purposes.

SECTION 2. When changes to the tour of duty are necessary, i.e., the EMPLOYER will fill the workforce requirement by assigning for volunteers, if practical. EMPLOYEES possessing requisite qualifications, as determined by the EMPLOYER, may volunteer for irregular shift assignments. Shift assignment of non-volunteers possessing requisite qualifications will be made on the basis of seniority as determined by Standard Service computation Date, Service Computation Date, beginning with the employee having the least seniority.

**SECTION 3.** Meal periods will be scheduled between four and six hours after the start of the scheduled work shift. In the event operational necessity or other factors preclude providing a meal period, employees required to work will be paid overtime provided their duty day/week extends into the overtime period as defined by law. Meal periods will be free from all duty obligations except for immediate and compelling emergencies that arise during the meal period. If work is required during the meal period, the employee shall be in a pay status. If the workday extends more than two hours beyond the basic ten-hour *day*, then a meal period of at least 30 minutes *may* be granted.

**SECTION 4.** All enroute official TDY travel time will be within the employee's regularly scheduled hours of duty, to the extent possible. Exceptions include, but are not limited to, emergency situations or when circumstances beyond the control of the Employer preclude compliance, i.e., commercial carrier schedules, training schedules, prescribed arrival or duty times that make non-duty hour travel essential, etc. Upon request by the Employee, the Employer will explain the reasons travel outside the normal work hours is necessary.

**SECTION 5.** A break period, not to exceed fifteen minutes during each five hours of work (including Overtime), will be granted in accordance with applicable regulations.

**SECTION 6.** Employees will be allowed reasonable cleanup time as determined by the Employer. Such time will be used to secure government property and equipment in their possession, cleaning and straightening up the work area and personal hygiene based on the nature of the needs involved.

## **ARTICLE 29 OVERTIME**

**SECTION 1.** Overtime is defined as time worked by EMPLOYEES in excess of forty hours in one administrative workweek or more than 10 hours during a workday. EMPLOYEES who work a 5 day 8 hours per day tour of duty will receive overtime after forty hours in an administrative workweek or after hours during a workday. EMPLOYEES who have worked overtime will be paid in accordance with applicable law and regulations (law prohibits overtime pay for training). Firefighters' overtime pay will be determined by law and regulation.

**SECTION 2.** Overtime work assignments will be distributed fairly and without discrimination among EMPLOYEES consistent with the availability of personnel and workload requirements. Preference will be given those EMPLOYEES who are currently assigned to the job requiring overtime work. Otherwise, consideration will be given to volunteers first. Usage of previously scheduled and approved leave will not normally disqualify an EMPLOYEE from being considered for overtime. The EMPLOYER agrees that holiday overtime will be utilized only when mission requirements dictate. EMPLOYEES may grieve unfair distribution of overtime.

**SECTION 3.** When EMPLOYEES have once volunteered to work overtime or have been directed to report for overtime duty, they will be expected to report as specified and failure to report may subject them to disciplinary action unless it can be shown that the absence or failure to report was beyond their control. EMPLOYEES may need to change volunteer overtime assignments due to unforeseen circumstances, they may coordinate this change with their immediate supervisor if qualified replacements are available.

EMPLOYEES shall have the right to refuse voluntary overtime assignments. An overtime assignment offered to, but refused by an EMPLOYEE will count toward fair distribution of overtime for that EMPLOYEE the same as if the EMPLOYEE had worked it.

**SECTION 4.** The EMPLOYER will make overtime records of EMPLOYEES available to the UNION as required by law, regulation, and this agreement.

**SECTION 5.** The EMPLOYER will allow time for a break period during an overtime assignment when EMPLOYEES are required to work 4 hours or more beyond their regular workday.

**SECTION 6.** The EMPLOYER agrees that EMPLOYEES will not be required to work longer than sixteen continuous hours without an 8-hour rest or sleep period. Only if there is no other practical alternative will the EMPLOYER require EMPLOYEES to work longer than 16 hours. Further, the EMPLOYER agrees to allow EMPLOYEES who reside off of the Installation and are required to work overtime hours in addition to the EMPLOYEES regular scheduled tour of duty, to stay in the installation visitors' quarters with a fee, on a space available basis.

**SECTION 7.** The EMPLOYER agrees that when management schedules overtime and the EMPLOYEE comes to work prepared to work such overtime and in the event the work scheduled for overtime cannot be performed as planned, a hardship has been imposed on the EMPLOYEE. When work cannot be provided, work duties will not be generated (make-work) nor will EMPLOYEES be paid for time except when duties are actually performed. It is agreed that this is not the same as "call-back" overtime defined in Section 8 below.

**SECTION 8.** When an EMPLOYEE is called back to work in an overtime status outside of the regularly scheduled tour of duty("call back") after having departed the work-site, the EMPLOYEE shall be paid a minimum of 2 hours overtime provided that any part of the two hours does not fall within the regularly scheduled tour of duty.

**SECTION 9.** In cases where EMPLOYEES are not informed of overtime assignments prior to the start of the regular shift and are required to work in excess of 2 hours beyond the end of the regular shift, an opportunity to obtain food and a reasonable time to consume it will be provided. If the EMPLOYEES are unable to leave their job site, the EMPLOYER agrees to obtain food for the EMPLOYEES at the EMPLOYEES expense and deliver it to the work site. If the nature of the work is such that it can be stopped or interrupted, the immediate supervisor will provide a formal meal period free from all duty obligations. If work is required during this period, the EMPLOYEE shall be in a work and pay status for this period.

**SECTION 10.** No EMPLOYEE will be required to start work before the regular starting time or work after the regular quitting time unless the EMPLOYEE is being compensated in accordance with applicable law and regulations.

**SECTION 11.** The overtime procedure for the Fire and Emergency Services Branch will be as follows:

A. A list will be maintained by management listing individuals from highest to lowest seniority who volunteer to work overtime. EMPLOYEES who are on the voluntary overtime list should attempt to be available when called. When called to work overtime and the EMPLOYEE refuses to work, a reason

will be given to the supervisor. This reason will be taken into consideration if directed overtime becomes necessary under item (8) below. Initially, overtime will be offered on a voluntary basis to the person with the highest seniority. A refusal to work voluntary overtime will be counted as overtime worked. Overtime will be offered to the next senior person until the bottom of the list is reached and then start at the top of the list and continue in rotation. In rotation, overtime will always be offered to the individual who has had the least opportunities to work. Voluntary overtime of 13 hours or more will be counted on the list as worked or refused. Overtime of less than 13 hours will be offered to individuals who are going off shift or out of rotation. Individuals may request to be removed from the voluntary list. When an Individual requests to be placed back on the voluntary list, his name will be placed in the original seniority rotation, and his worked/refused count will be averaged among all other volunteers. If management is unable to fill the overtime list, they will call all other qualified Individuals who are not on the voluntary list and offer them the opportunity to work. If this does not fulfill the overtime requirements, directed overtime will be used.

B. Directed overtime: Management will maintain a separate list for directed overtime. This list will use reverse seniority, (lowest to highest Service Computation Date) and a non-supervisory shift personnel will be on that list. Realizing the inconvenience of directed overtime, any overtime, which is directed, will be counted as directed overtime worked. When directed overtime is necessary, management will contact the individual with the least of seniority and direct them to report for work. When the EMPLOYEE is contacted to work directed overtime, reasons for not working, or when not volunteering will be considered. After considering a situation, management will make a final determination regarding who is to report for duty. The list of directed overtime will be maintained similar to the voluntary overtime in that once worked, an entry will be made and they will not be called upon until a complete cycle of other available directed individual has been made.

C. New EMPLOYEES will be placed in order on the voluntary and involuntary directed overtime list by Service Computation Date (SCD).

D. Supervisors will not be considered for voluntary list but may offer to work overtime on shift before directing overtime to be worked. This does not obligate Supervisors to work in place of regular qualified fire department personnel.

**SECTION 12. Ambulance Section Overtime.** This procedure will be used to assign overtime work in the Ambulance Section of the U. S. Army Health Clinic at DPG.

A. Weekday overtime. A chart of overtime hours offered to EMPLOYEES will be posted in or near the Ambulance Section office in an area readily available to all civilian Ambulance Section personnel. A chart is not a record of actual overtime worked or refused, but a reference to the relative position of each EMPLOYEE in regards to all other EMPLOYEES in the Ambulance Section. If an EMPLOYEE has prior approved leave for the end of the scheduled tour of duty, that EMPLOYEE will not be required to work overtime that same day. Ambulance Section personnel can work more than 16 hours during the weekday schedule, if the following guidelines are met:

1. A medical trailer or building is provided.
2. The Test Officer agrees that Ambulance Section personnel can be in a relaxed mode monitoring the radio or telephone for emergencies, or as a last resort, if 1 or 2 are not available.

3. The EMPLOYER may require EMPLOYEES to work longer than 16 hours consecutively.

B. When an EMPLOYEE works or refuses overtime, the number of hours will be added to the chart. Overtime will be offered first to the EMPLOYEE with the lowest point total and moving up the chart until overtime requirements have been met. If everyone available has been asked to work and the requirements have not been met, the Ambulance Section supervisor may elect to work the overtime. If the requirement is still not met, it may become necessary to direct EMPLOYEES to work the overtime requirement. Directed overtime assignments will be filled in reverse seniority order (seniority lowest to highest). A roster will be maintained to show each EMPLOYEES' place for rotation on directed overtime. Newly hired personnel will be placed in the rotation as the next person required to work. This will be their place in the rotation.

C. Weekend overtime. A chart of weekend coverage of potential overtime assignments will be posted projecting coverage for 6 months at a time. The chart will show teams of two EMPLOYEES, known as the primary team, and will include all teams in an on-going rotation. A back up team will be designated to work any overtime assignments that the primary team cannot cover. Team members will be responsible to either work the overtime or find another qualified (management approved) EMPLOYEE to work for them except in an emergency (for the EMPLOYEE). The sixteen-hour limitation will apply to weekend overtime assignments. EMPLOYEES who have fallen 10 or more hours behind the lowest person on the control roster, because of leave, light duty, etc., and will be brought up to 1 hour behind the lowest person.

## **ARTICLE 30 DISCIPLINARY ACTIONS**

**SECTION 1.** The Employer agrees that primary emphasis should be placed on preventing situations requiring disciplinary actions through effective Employee-Management relations at all levels. Management investigation will be conducted before initiating a disciplinary action to insure that disciplinary action will only be taken for just cause.

**SECTION 2.** Once an Employee has received a letter of decision stating that formal disciplinary action will be taken, the employee may designate a Union official to represent that employee. Any such designation will be in writing identifying the representative by name. A copy of this designation will be provided to the chosen representative, the immediate supervisor, and the labor-management employee relations (LMER) specialist. When the employee has designated a representative, the Employer will not conduct any discussions with the employee pertaining to the action without the representative being present. Until such designation is received by an immediate supervisor and the LMER, no action will be initiated by the Union relative to the case since the employee has a statutory right to self-representation. The designation of a representative may be changed, but only IAW the provisions of this section. No individuals other than the employee and/or designated representative will be present at discussions with management relative to the case unless mutually agreed upon.

## **ARTICLE 31 UNIFORM ALLOWANCE SECTION**

SECTION 1. The EMPLOYER agrees to provide a uniform to each Employee who is required to wear a prescribed uniform in the performance of official duties, or pay a uniform allowance in accordance with law and regulation.

SECTION 2. The uniform allowance will be as follows:

A. Firefighter personnel-initial allowance \$400.00; replacement \$400.00

B. AD other categories: Should other Employees be required to purchase and wear a prescribed uniform in the performance of official duties an allowance for the purchase and replacement of the prescribed uniform will be negotiated.

SECTION 3. The replacement allowance will be paid on a quarterly basis and will only be prorated in the event that the Employee receives any added uniform allowance to purchase a different type of uniform or to the extent that the Employee does not work a full quarter.

SECTION 4. The EMPLOYER agrees to be responsible for the maintenance and cleaning of uniforms issued by the EMPLOYER. The Employee will wear the uniform as required by the EMPLOYER in the performance of official duties.

## **ARTICLE 32 REMOTE SITE PAY**

Remote site pay will be paid to EMPLOYEES who work at a duty site west of the present Ditto Gate that are entitled to remote site pay if authorized IAW 5 C.F.R.

## **ARTICLE 33 GRIEVANCE PROCEDURE**

SECTION 1. This article establishes the exclusive procedure available to the employee(s) in the Unit, the Union and the Employer for resolving all grievances that fall within its scope. (These procedures are defined under Section 5 of this Article). Disputes over what is subject to this article may be referred to arbitration for decision after a position has been established by the Employer and the Union. The parties encourage settlement of disputes at the lowest level. Lowest level for disciplinary matters will be one step above a deciding official in these procedures. A grievance is a request for relief and a proposed solution of a matter of concern that falls within the scope of Section 2 of this Article. The parties agree that neither the filing of nor the receipt of a grievance is evidence of a negative reflection upon the employee(s), manager(s), supervisors(s) or the union official(s) involved.

SECTION 2. The scope of this procedure shall include all matters of concern addressed in this agreement, excluding that which is prohibited by law, or matters for which statutory appeals exist. The following are excluded by 5 U.S.C 7121 from the grievance process:

- A. Any claimed violation of 5 U.S.C. 7321 (relating to prohibited political activities);
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal for National Security reasons under 5 U.S.C. 7532;

D. Any examination, certification, or appointment; or

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

**SECTION 3.** The following matters are also excluded from the grievance procedure:

A The termination of a temporary appointment;

B. Non-selection from a properly certified list of candidates;

C. Termination during probationary period;

D. Non-adoption or adoption of a beneficial suggestion.

**SECTION 4.** Any employee(s) may present a grievance on their own behalf without the intervention of the union. However, the union has *the* right to be present during the grievance proceedings in its role as the exclusive representative of the Unit. *Only* the Union or Management can invoke arbitration.

A. Employees may choose *to* be represented in a grievance by a third party, but that representative must be designated/approved in writing *by* the union. Neither the union nor the employer will be financially liable for any costs associated with a third party representative.

B. Once a representative has been designated, a copy of the designation will be provided to the supervisory (also a copy to Management-Employee Representative) considering the grievance. Management will not recognize any representative for whom a designation has not been received.

**SECTION 5.** A grievance is considered timely and eligible for processing under this article when:

A. It is filed within thirty (30) days after the alleged violation or incident occurred, or upon becoming aware of the alleged violation or incident (exceptions will be granted to employees who are incapacitated or In a TDY status -upon return to duty such employees will be given a maximum of ten (10) additional days for this purpose).

B. Thereafter, it must be filed at each step within the stated time limits. Timeliness is essential for the process to work. If the parties have not extended by mutual agreement, then failure on the part of an employee/grieving party to meet stated time limits shall constitute withdrawal of the grievance. Failure of the party receiving the grievance to provide a timely response shall move the grievance to the next step, or to arbitration if it is the final step of this procedure.

**SECTION 6.** The following procedures shall apply in processing employee grievances covered by this agreement. There shall be one informal attempt at resolution and three formal steps.

A. Informal Procedure. The Informal procedure involves a meeting between the employee (and chosen representative) and the immediate supervisor for assistance in resolving the grievance at the lowest level. This meeting must occur within the 30-day period available for filing a formal grievance. A meeting with the deciding official to appeal for relief from disciplinary action satisfies the requirements of the informal procedure. If the grievance cannot be resolved during the informal procedure (or within 7 days of the meeting), formal grievance procedures may be invoked.

B. Formal Procedure. A party choosing to file a formal grievance must do so in a timely manner (see Section 5 of this Article). The formal grievance includes a written statement of the problem, relevant supporting information, and a desired resolution.

1. Step 1. Within 7 days the aggrieved party must present his or her formal written grievance to the next highest supervisor and request a meeting on the issue to be held within seven days. Normally, an employee in Step 1 presents the formal grievance to his/her division or office chief. The party receiving the grievance has 7 calendar days following the meeting to provide a written response.

2. Step 2. If the problem is not satisfactorily resolved in Step 1, the aggrieved party may, within 7 days, present the grievance in writing to the West Desert Test Center Commander or Director of Base Operations (or their equivalent, as appropriate). The aggrieved party will make available original grievance and any answer received in Step 1. The Commander/Director will meet with the aggrieved party within seven days and render an answer in writing within 7 days.

3. Step 3. If the problem is not satisfactorily resolved in Step 2, the aggrieved party may, within 7 days, present the grievance in writing to the Activity Head (or designee). The aggrieved party will make available the original grievance and any responses obtained during Steps 1 and 2 as part of the advanced grievance. The Activity Head will meet with the employee/ representative, if designated, within seven days and render an answer in writing within 7 days. If the grievance is not satisfactorily resolved, the aggrieved party may invoke arbitration.

**SECTION 7.** Both parties may, in writing, mutually agree to waive any provision or time limit in this article.

**SECTION 8.** Employee(s)/representatives participating in a grievance will be in a pay status during such participation. The employee will be in a duty status and the bargaining unit representatives will be on official time.

**SECTION 9.** The employer will, upon request of the employee/representative, make available the relevant information from the official records and extracts or copies of such records, as may have a bearing on the grievance.

**SECTION 10.** When a grievance is settled at any step or with any available procedure, it will be settled in its entirety and no further action shall be taken regarding the grievance. Normally, the settlement shall be reduced to writing by the employer and be signed and dated by the interested parties.

**SECTION 11.** In the event that a group of employees submit a common grievance, the parties may jointly select the grievance of one employee for processing through the procedure.

**SECTION 12.** If an employee resigns, dies, or is separated by any action other than removal, before a decision is reached on a grievance being processed and no compensation issue is involved, the grievance will be stopped. Interested parties will be notified of the cause and the case will be closed without decision. A copy of this notification will be made part of the case record.

**SECTION 13.** Grievances by the union will be in writing and submitted to the Activity Head or designee. Grievances by the employer will be in writing and submitted to the President of NAGE Local R14-9. The

Activity Head or designee and the President will meet within fifteen days to discuss the grievance. If the grievance is not settled *at* the meeting, either party may invoke arbitration procedures that are in this agreement.

**SECTION 14.** If there is not a supervisor or acting supervisor corresponding to a step in the grievance procedure, the grievant will be allowed to skip that step.

**SECTION 15.** Appropriate annotation of written communication between the parties will be made on copies of such documents to serve as evidence of submission and receipt. (E-mail usage with receipt of deliveries fulfills this requirement.)

**SECTION 16.** Only the following types of grievances may be processed under this article:

A. Employee(s) self-represented or represented by a third party

B. Union on behalf of employee(s) C. Union on behalf of the Union as an organization D. Employer on behalf of management.

**SECTION 17.** By mutual agreement of the parties, Alternative Dispute Resolution (ADA) methods *may* be utilized in resolving any grievance covered by this agreement.

## **ARTICLE 34 ARBITRATION PROCEDURES**

**SECTION 1.** If the EMPLOYER and the UNION fail to settle any grievance arising under the grievance procedure, such grievance may, upon written notice of either PARTY, be referred to arbitration. The notice referring the Issue to arbitration must be submitted within thirty days following the receipt of the decision by the aggrieved party.

**SECTION 2.** The provisions of this article may be invoked only by the UNION or the EMPLOYER. No EMPLOYEE(S) may do so on their own behalf, nor is EMPLOYEE approval required.

**SECTION 3.**

A. The filing fee shall be paid by the filing PARTY. Any other fees and expenses involved in the arbitration process such as the arbitration fee and cost of the court reporter, will be divided equally by the PARTIES.

B. The arbitration hearing shall normally be held during the regular day shift hour of the basic workweek. The grievant(s), designated representative, and EMPLOYEE witnesses whose testimonies are relevant and non-cumulative shall be in pay status (without charge to annual leave) while participating in the arbitration proceeding.

C. The EMPLOYER will ensure the presence of any personnel under the jurisdiction of the EMPLOYER who are requested to appear as witnesses. If the PARTIES agree mutually that it is impractical to have a witness physically present, arrangements to secure that witness' testimony will be mutually agreed upon. Witnesses will be advised by the PARTIES that *they* are expected to provide accurate and complete information and that they will not be subject to any restraint, coercion, discrimination or reprisal.

D. Appropriate recording of the procedures will be arranged for by the mutual consent of the PARTIES and the arbitrator.

**SECTION 4.** Within seven days after receipt of an arbitration request, the PARTIES shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. (Responsibility for setting this meeting will be with the receiver of the letter that arbitration is invoked). If agreement cannot be reached, they shall collectively within seven days request in writing a list of seven impartial persons qualified to act as arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list, the PARTIES shall meet within seven days. If they cannot mutually agree upon one of the listed arbitrators, the UNION and the EMPLOYER shall alternately strike one arbitrator's name from *the* list and then repeat this procedure until only one name remains. The flip of a coin will determine which PARTY strikes first. If either PARTY refuses to participate in the selection process, the other PARTY shall designate the arbitrator from the list provided by FMCS. Such designation shall be final and binding.

**SECTION 5.** The arbitrator will be requested to render a decision within thirty days following the conclusion of the hearing. The arbitrator will not change, modify, alter, delete, or add to the provisions of this agreement and will abide by the provisions of the law. The arbitrator's decision is binding on the PARTIES. However, either PARTY may file an exception to the arbitrator's decision with FLAA. Exceptions must be filed within thirty days of receipt of the arbitrator's decision. A copy of any exception filed must be given to the other PARTY. If not filed within this deadline, the arbitrator's decision and remedy will be final.

## **ARTICLE 35 DUES WITHHOLDING**

**SECTION 1.** The EMPLOYER will deduct UNION dues from the pay of EMPLOYEES, subject to the following provisions:

A. The UNION will provide SF 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, to EMPLOYEES desiring to authorize an allotment for withholding of dues from pay.

B. The Local President or Secretary will certify each SF 1187, and will insert the appropriate amount to be withheld and will submit the completed forms to the Payroll Customer Service Representative.

C. Allotments will normally be effective at the beginning of the first pay period following receipt of the SF 1187 by the DFAS office.

D. The UNION will promptly notify the Payroll Customer Service Representative within seven days in writing, when the UNION terminates an employee's membership.

**SECTION 2.** The DFAS office will prepare a bi-weekly remittance check at the close of each pay period for which deductions are made, and forward it to: Comptroller, Fiscal Office, Quincy, Massachusetts. The check will be accompanied by a 1st of the EMPLOYEE members designated by their UNION local number, and who have a current allotment authorization on file, the amount withheld, and the net balance remitted. Also Identified will be those EMPLOYEES whose pay was not sufficient to cover the full amount of the deductions.

**SECTION 3.** Dues deductions shall be terminated when the EMPLOYEE leaves the Unit as a result of any type of separation, transfer, assigned out of the Bargaining Unit or other similar personnel action, upon loss of exclusive recognition by the UNION, when the EMPLOYEE has been suspended or expelled from the UNION.

**SECTION 4.** A member may voluntarily revoke dues allotment by completing a SF 1188 revocation form and submitting it directly to the Payroll Customer Service Representative. After receipt, such revocation shall become effective with the first full pay period following either 26 pay periods from the date the dues assignment was effected (received by the EMPLOYER'S payroll office) or 1 September, whichever is later.

**SECTION 5.** The UNION may change the dues amount withheld up to four times per year. Changes to the dues amount withheld may only be made by the Local President or designee and/or by an official of the National Office. The dues structure may consist of up to four levels of deductions and the amount to be withheld will be reflected on the employee's SF 1187.

## **ARTICLE 36 NON-APPROPRIATED FUND EMPLOYEES**

**SECTION 1.** This article implements the NAF Personnel System Modernization at Dugway Proving Ground.

**SECTION 2.** Working Conditions for Non-appropriated Fund Employees will be in accordance with pertinent regulations and/or manuals. (E.g. AR 215, Series I through 5, DoD 1401.1-M; and DA Community and Family Support Center policy letter, [Jun 93 or subsequent issues]) Because of the intrinsic differences between NAF and AF employees, adherence to the above referenced regulations /manuals is essential. In those cases, where the above sources are silent, AND WHERE APPROPRIATE, consideration can be given to this collective bargaining Agreement (CBA). Otherwise, the only references to the CSA for this article, are contained in the following Sections.

**SECTION 3.** Hours of Work Tour of Duty: The administrative workweek of EMPLOYEES shall be seven consecutive days. The EMPLOYER will establish the tour of duty. The EMPLOYER will identify Work locations. Both Regular Scheduled full-time and Regular Scheduled Part-time EMPLOYEES will normally have consecutive days off, dependent on the mission. The mission may require modification of the established tour of duty. The EMPLOYER will notify EMPLOYEES of a change to their scheduled tour of duty not less than seven days in advance except in emergency situations. The EMPLOYER will notify the UNION of changes occurring in the application of this section by phone or by E-mail.

**SECTION 4.** SCHEDULES: Tour of duty schedules for regular scheduled EMPLOYEES, whenever possible

**SECTION 5.** SAFETY: EMPLOYEES and the EMPLOYER will assure that work is performed in a safe manner.

**SECTION 6.** GRIEVANCE PROCEDURE: The grievance procedure covered by Article 33 of this CSA will be used instead of the Agency Grievance Procedure.

## **ARTICLE 37 PERFORMANCE EVALUATIONS**

**SECTION 1.** Performance elements shall be identified and performance standards established for each individual employee's position and set of duties, and shall be used as a basis for evaluating the employee's performance. The EMPLOYER agrees that a copy of the performance standards shall be given and discussed with each affected EMPLOYEE, normally within thirty calendar days of the beginning of the rating period or assignment to a different position through reassignment, SG promotion, etc. The EMPLOYER shall encourage EMPLOYEE to participate in identifying key performance elements and establishing performance standards. The EMPLOYER retains final decision authority in the establishment of critical elements for performance standards. The application of the elements and/or standards are grievable.

**SECTION 2.** The EMPLOYER shall hold private discussions with EMPLOYEES providing feedback and advice in relation to their overall performance on an as needed basis, but as a minimum at mid-term in the appraisal cycle, and in accordance with applicable regulations. When a narrative record results from such counselling, the affected EMPLOYEE shall be given a copy of the record and shall have the right to make written comments concerning any disagreements with the record. These written comments shall be attached to and become part of the record.

**SECTION 3.** To the extent possible, EMPLOYEE performance evaluations shall be made in a fair and objective manner. Evaluations shall be based on the application of and consistent with the established performance standards for the position. An EMPLOYEE'S signature on an evaluation indicates only that the evaluation has been received, and does not necessarily indicate an EMPLOYEE'S agreement with the

**SECTION 4.** Prior to making a performance appraisal and the rating, part of the EMPLOYEE'S official personnel record, a discussion of his performance with the responsible rating official shall take place.

**SECTION 5.** The EMPLOYEE has a right to grieve his performance evaluation and final rating. In the event an EMPLOYEE grieves his performance evaluation, the EMPLOYEE has a right to UNION representation and/or assistance.

**SECTION 6.** Except in the case of extenuating circumstances requiring an extension of the rating period, EMPLOYEE ratings shall be given within forty-five calendar days after the completion of the annual rating period.

## **ARTICLE 38 JOB-RELATED INJURIES**

**SECTION 1.** EMPLOYER responsibilities:

A. In the event of an injury on the work-site, the EMPLOYER will obtain emergency medical treatment and transportation as required by the circumstances. The EMPLOYER will initiate any appropriate documentary actions as soon as practicable.

B. The EMPLOYER will process and promptly forward all required documents in support of or in controversy (to dispute) of claimed on the job injuries.

A. EMPLOYEE will immediately report injuries occurring on the job to their supervisor.

B. EMPLOYEES will report to and be cleared by the occupational health nurse or appropriate medical personnel prior to leaving the installation, unless it is an extreme emergency.

C. If physically able, EMPLOYEES will complete and submit to their supervisor within 48 hours of an Injury, a CA-1 or CA-2, as applicable (worker's compensation forms).

D. The EMPLOYEE will make an effort to help ensure the actions are completed.

SECTION 3. The EMPLOYER will ensure that in cases of medical disability, every effort will be made to reassign such EMPLOYEES to a vacant position (if available) for which they are qualified and physically and mentally able to perform.

## **ARTICLE 39 AGREEMENT AND AMENDMENTS**

SECTION 1. All provisions of this Agreement shall become effective on the date of approval by the head of the agency.

SECTION 2. This Agreement shall remain in full force and effect for a period of three (3) years from the date of approval. Thereafter, the Agreement will be extended for periods of one (1) additional year, effective on the anniversary date unless either PARTY shall give to the other PARTY a written request to renegotiate this Agreement not more than one hundred and five days and not less than sixty days prior to the terminal date of the Agreement. When an appropriate request to renegotiate has been filed, the current agreement is automatically extended for the time required to renegotiate a new contract.

SECTION 3. Any time the provisions of this Agreement are abridged or modified by enactment of law or government wide regulation, the provisions of such law or regulation will automatically take precedence subject to negotiation on impact and implementation.

SECTION 4. This Agreement is subject to modification or amendment at any time as follows:

A. By mutual consent of the Parties.

B. Changes to rule or regulation other than those addressed in Section C of this Article shall be negotiated under the procedures set forth in Article 10.

SECTION 5: Either party may request this Agreement be opened for changes or modifications during midterm bargaining. The period to request midterm bargaining shall start exactly eighteen (18) months from the effective date of this agreement and extend for a thirty (30) day duration. Negotiations will be in accordance with the negotiated ground rules in Appendix 1. The Parties will then make appropriate arrangements to begin negotiations.

IN WITNESS WHEREOF, the parties hereto have agreed to the provisions of this Agreement on this the 26th day of August, 1999.

**NEGOTIATION COMMITTEES**

**FOR MANAGEMENT:**

Chief, Negotiator  
Dugway Proving Grounds  
Employees

Labor Relations Specialist/Negotiator  
Dugway Proving Grounds

Negotiator  
Base Operations Management

Negotiator  
West Desert Test Center Management

**FOR THE UNION:**

Chief Negotiator  
National Association of Government

President/Negotiator  
NAGE Local R14-9

Vice President  
Nonprofessional Bargaining Units

Vice President/Negotiator  
Professional Bargaining Units

EXECUTION DATE: 26 August 1999