

**AGREEMENT
BETWEEN
PUEBLO DEPOT ACTIVITY
AND
N. A. G. E.
LOCAL R-14-5**

**APPROVED
21 AUGUST 1991**

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ARTICLE

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§ 7112. DETERMINATION OF APPROPRIATE UNITS FOR LABOR ORGANIZATION REPRESENTATION

How current is this?

(a) The Authority shall determine the appropriateness of any unit. The Authority shall determine in each case whether, in order to ensure employees the fullest freedom in exercising the rights guaranteed under this chapter, the appropriate unit should be established on an agency, plant, installation, functional, or other basis and shall determine any unit to be an appropriate unit only if the determination will ensure a clear and identifiable community of interest among the employees in the unit and will promote effective dealings with, and efficiency of the operations of the agency involved.

(b) A unit shall not be determined to be appropriate under this section solely on the basis of the extent to which employees in the proposed unit have organized, nor shall a unit be determined to be appropriate if it includes-

(1) except as provided under section 7135 (a)(2) of this title, any management official or supervisor;

(2) a confidential employee;

(3) an employee engaged in personnel work in other than a purely clerical capacity;

(4) an employee engaged in administering the provisions of this chapter;

(5) both professional employees and other employees, unless a majority of the professional employees vote for inclusion in the unit;

(6) any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or

(7) any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

(c) Any employee who is engaged in administering any provision of law relating to labor - management relations may not be represented by a labor organization –

(1) which represents other individuals to whom such provision applies; or

(2) which is affiliated directly or indirectly with an organization which represents other individuals to whom such provision applies.

(d) Two or more units which are in an agency and for which a labor organization is the exclusive representative may, upon petition by the agency or labor organization, be consolidated with or without an election into a single larger unit if the Authority considers the larger unit to be appropriate. The Authority shall certify the labor organization as the exclusive representative of the new larger unit. Interests of all employees in the unit with respect to grievances, personnel policies and procedures and matters affecting general working conditions subject to the express limitations set forth elsewhere in this agreement.

Section 2: The bargaining unit includes and this agreement applies to and deals with:

- a. INCLUDED: All non-professional employees of Pueblo Depot Activity (PUDA).
- b. EXCLUDED: Management officials; supervisors; professional employees; employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7); employees of those units covered by other exclusive recognitions which are the Guard Unit, Fire Prevention and Protection Unit, Communications Center, the Boiler and Domestic Heating Unit, employees of the 6th Army Medical Unit, the Area Calibration and Repair Center who are serviced by PUDA under a servicing agreement, and all Non-Appropriated Fund employees.

ARTICLE III

Principles and Policies

Section 1: Officials of the Pueblo Depot Activity, employees and the Union are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time the agreement was approved, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2: The employer and the Union recognize they have a mutual interest in the operations, maintenance and security of Pueblo Depot Activity, and that the promotion of this mutual interest will be furthered by this agreement between the Employer and the Union.

Section 3: It is recognized by the parties that the senior local representative of the Directorate of Civilian Personnel Office for TEAD is management's principal point of contact for conducting business with the Local on matters which are generally applicable to the Unit, since such dealings will be concerned for the most part, with personnel policies and working conditions. It is further recognized by the parties that the President of the Union is the principal point of contact for conducting business with management on the same matters.

ARTICLE IV

PREAMBLE

In accordance with the provisions of Public Law 95-454, the following agreement is entered into between the Pueblo Depot Activity of the United States Department of the Army, hereinafter called "Employer" and Local R14-5, National Association of Government Employees, hereinafter referred to as the "Union," and collectively known as the "Parties."

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

WHEREAS it is the intent and purpose of the Parties to: promote and improve the efficient administration of the Pueblo Depot Activity; contribute to the well-being of employees within the meaning of PL 95-454; establish a basic understanding relative to personnel policies, practices and procedures, and other matters affecting conditions of employment; and provide for amicable discussion and adjustment of matters of mutual interest at the Pueblo Depot Activity.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Seniority: Means service computation date.

Days: Where the term "days" is used, it is intended to mean calendar days unless otherwise specified. In computing time limits, the day following the day the action is taken or a discussion is held is considered the first day.

Acceptable Medical Certification: A written statement or properly authenticated Standard Form 71, Application for Leave, signed by a medical practitioner specifying (1) that the employee was incapacitated for duty, or undergoing examination or treatment as applicable and (2) the specific period of time the employee was incapacitated, or undergoing examination or treatment.

Organizational Element: Means any group of employees where a first line supervisor is assigned.

ARTICLE II
Exclusive Recognition and Coverage of Agreement

Section 1: The Employer recognizes the Union as the exclusive bargaining representative for all of its employees included within the bargaining unit as set forth below. The Union recognizes its responsibilities for representing, without discrimination, the

Rights of Employer

Section 1: Public Law 95-454, Section 7106 states as follows: Subject to subsection b below, nothing in this contract shall affect the authority of any management official of any Agency -

a. To determine the mission, budget, organization, number of employees and internal security practices of the Agency and in accordance with applicable laws -

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

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

(3) With respect to filling positions, to make selections for appointments from - among properly ranked and certified candidates for promotion or any other appropriate source.

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

b. Nothing in this section shall preclude any agency and any labor organization from negotiating:

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

(2) Procedures which management officials of the agency will observe in exercising any authority under this section.

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

ARTICLE V

Rights of Union

Section 1: The Union is recognized as the exclusive representative of employees in the bargaining units. The Union is entitled to act for and to negotiate agreements with the Employer covering all employees in the bargaining units. The Union is responsible for representing the interest of all employees in the bargaining units without discrimination and without regard to Union membership.

Section 2: The union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees in the unit, or their representatives, concerning any grievance or any personnel policy or practices, or other general condition of employment.

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

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

(2) The employee requests representation.

Section 3: The Employer shall annually inform employees of their rights to representation under this article by means of an appropriate notice on official bulletin boards.

Section 4:

a. The Union shall:

(1) Be informed of any substantive change in conditions of employment proposed by the agency.

(2) Be permitted reasonable time to present its views and recommendations regarding the changes.

b. The employer shall:

(1) Consider the views or recommendations before taking final action on any matter with respect to which the views or recommendations are presented.

(2) The employer shall provide the Union a written statement of the reasons for taking the final action.

Section 5: The employer agrees to furnish the Union a listing of names, position titles, grades and organizational units of employees in the bargaining unit semi-annually.

ARTICLE VI

Rights of Employees

Section 1: Employees have the right and will be protected in the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity. Any employee shall have the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by duly elected officers of the Union. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Employees are prohibited by the Public Law from assisting, participating in the management or representing a labor organization when such activity results in a conflict or apparent conflict of interest, or is not in keeping with laws or the official duties of the employees. Otherwise, extending the freedom of such employees to assist the Union shall be recognized as extending to participation in the management and acting as a representative of the Union, including presentation of their views to officials of the Executive Branch, the Congress or other appropriate authority. The employer shall take such action consistent with law or with directives from higher authority, as may be required in order to assure the employees are apprised of the rights described in this Article and that no interference, restraint, coercion or discrimination, if practiced within the Activity, to encourage or discourage membership in any Union. These provisions shall also apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

Section 2: With regard to Form SF-7B, Employee Record Card, employees will be given the opportunity to review the entry, to discuss it and indicate by his/her initials an awareness of the entry. Temporary information will be removed by the supervisor upon expiration of the entry.

ARTICLE VII

Employer - Union Relations

Section 1: The Employer and the Union agree to meet once a quarter between representatives of the Union and the Employer or his designee(s) to confer on

appropriate matters. Such meetings will be held during working hours on official duty time.

Section 2: Five days before the quarterly meeting, each party will furnish the other an agenda to include a complete list of appropriate subject matters to be discussed.

Section 3: A special meeting may be called by mutual consent to consider appropriate matters needing immediate attention.

Section 4: The Employer and the Union agree that the number of persons in attendance at such meetings shall be the number required to adequately address the issue(s) on the agenda.

Section 5: For any meeting held between the Employer and the Union, the Parties are responsible for recording their own minutes if they desire minutes of the meetings.

ARTICLE VIII

Matters Appropriate for Negotiations

Section 1: Matters appropriate for negotiations are personnel policies, practices and matters, whether established by rules, regulations or otherwise, affecting working conditions, except that such term does not include policies, practices and matters relating to political activities, classification of any position or as specifically provided for by Federal statute.

Section 2: The Union will have fifteen days from the announcement of a local management initiated change in personnel policy/practice within which to submit a request to negotiate the change or the impact and implementation thereof. The

Union will be deemed to have assented to such change if it has failed to submit such request within fifteen days.

Section 3: A request to negotiate under this Article will be in writing and state the nature of the request. The parties will meet within five days after receipt of a request to negotiate, to arrange for the negotiations.

Section 4: Matters pertaining to negotiability will be addressed and processed in accordance with rules and regulations of the Federal Labor Relations Authority.

ARTICLE IX

Union Representation and Use of Official Time

Section 1: The Employer agrees to recognize the officers of the Union and all stewards duly designated by the union. The number of stewards shall be the number mutually agreed upon by the Union and the Employer to assure that each employee shall have ready access to a steward on the shift and work area location which he is working. When known, the Employer will, to the maximum extent possible, notify the Union as far in advance as practicable when it is necessary to transfer a steward or the Union president from one shift or work area to another. Contacts with the Union by supervisors and management officials will be with stewards or the Union President.

Section 2: The Union shall furnish and maintain with the Employer, a current list of all officers and current list of all authorized stewards and alternate stewards, together with the designation of the shop designated work area each is authorized to represent.

Section 3:

a. The Employer agrees that officers of the National Association of Government Employees and other designated representatives who are not employees of Pueblo Depot Activity , may be admitted to Pueblo Depot Activity upon approval for the purpose of meeting with representatives of the Union and/or officials of the Employer during working hours. The request must be submitted in writing to the Civilian Personnel Office and must include the following information:

- (1) Name of the visitor and his/her position in Union.
- (2) Purpose of the Visit.
- (3) The specific subject to be addressed by the visitor.
- (4) Who is to attend meeting or participate in discussion.
- (5) Approximate length of visit/meeting(s).

b. Such meetings with representatives of the Union may not include matters pertaining to the internal management of its organization, membership meetings, solicitation of membership, collection of dues, campaigning for office, conduct of election for offices, distribution of literature for organizing purposes and other similar functions during duty hours.

Section 4: The Employer agrees that the President, Vice- President, Chief Shop Steward and duly designated Shop Stewards may be allowed official time to leave their respective work areas when necessary, in order to resolve a grievance, complaint or to conduct other authorized business. Supervisors will release these union officials from their official work assignments on official time only when workload conditions permit. Union officials may receive but shall not solicit complaints, grievances and questions from unit employees. Solicitations of

membership and conduct of activities concerned with the internal management of the Union may not be conducted during working hours.

Section 5: When desiring to leave their work area, Union officials (as defined in Section 4 above) shall first obtain permission from their immediate supervisor. When requesting such permission the Union Official will advise their immediate supervisor of where they are going, the general nature of the business to be conducted, the telephone extension where they may be reached and the approximate amount of official time required. Additionally, permission must also be obtained from the supervisor in the area the Union Official is to visit.

Section 6: The Employer agrees that shop stewards and union Officers (as defined in Section 4) will be allowed a reasonable amount of official duty time, up to 25 percent (any time in excess of 25 percent, over a period of one month of time, will be subject to approval by the Division Chief) to conduct such authorized union business as attending joint labor-management meetings; representing the Union on panels and committees; representing an employee in a grievance; and reviewing personnel policies and procedures. Prior to the completion of the work shift each day, the Union Officers and Stewards will return to their officially assigned work areas and report to their supervisors the time used on authorized Union business.

Section 7: The Employer agrees to issue the Union President, Vice-President and Chief Shop Steward a special parking permit placard authorizing parking of their privately-owned vehicles (POV) in approved parking areas. POV's may not be operated in restricted or other security areas.

Section 8: Internal Union activities relating to the organizing efforts and the internal management of the Union will only be conducted during the non-duty hours of all the employees involved. Such Union activities may be conducted only in areas authorized by the Employer where the activities will not interfere with other employees of the government or employees of the government's contractors who are in a duty status.

ARTICLE X

Hours of Work and Basic Work Week

Section 1: The schedule (hereinafter referred to as the "Condensed Work Schedule") and the provisions of Section 1 through 7 will be implemented on a trial basis starting on or before the effective date of this agreement. The trial period will extend NTE 31 July 1991 and may be extended from year to year thereafter by approval of the TEAD Complex Commander. Extension of the condensed work schedule may be made without prior consultation or negotiation with the union regarding any aspect of the extension.

Section 2: Upon implementation of a four day, ten hour work schedule, all language in this negotiated agreement pertaining to five days a week and eight hours a day schedule shall be changed accordingly as it pertains to annual leave, sick leave, holiday leave, overtime and hours of work.

Section 3: A condensed work schedule will be established in all cost centers in the bargaining unit. The tour of duty will consist of four consecutive ten-hour days.

Section 4: Lunch periods and breaks will continue to be administered under the provisions of applicable regulations and this agreement.

Section 5: Termination of the condensed work schedule for all or any portion, may be directed by Management at any time without prior consultation or negotiation with the Union regarding any aspect of the termination.

Section 6: Changes in an employee's tour of duty will be made in accordance with applicable rules and regulations.

Section 7: The following performance factors will be considered by Management as significant indicators as to the effectiveness of the condensed work schedule and will weigh heavily in any deliberations as to the continuance or termination of the condensed work schedule.

a. Sick Leave: Average hours of sick leave per employee will be considered an adverse indicator should they exceed the current goal (quarterly or annually) as applied to any cost center or group of cost centers.

b. Compensable Injury Claims: The number of Compensable Injury Claims will be considered an adverse indicator should they exceed the current goal (monthly, quarterly, annually) as applied to any cost center or group of cost centers.

c. COP Costs: The dollar cost of Continuation of Pay (COP Costs) will be considered an adverse indicator should it exceed the current goal (monthly, quarterly, annual ly) as applied to any cost center or group of cost centers.

d. Compensation Costs: The dollar cost of Worker's Compensation (Comp Costs) will be considered an adverse indicator should it exceed the current goal (monthly, quarterly, annually) as applied to any cost center or group of cost centers.

e. Health Clinic Usage: The Union will publish at least once each quarter, guidance to employees positively supporting employee use of the U.S. Army Health Clinic in obtaining examination and treatment for injuries/illness occurring on the job.

**IN CASE OF TERMINATION OF THE CONDENSED WORK SCHEDULE
SECTION 8 BELOW WILL APPLY:**

Section 8: As defined in Department of the Army Civilian Personnel Regulations, the basic work week will consist of five consecutive eight-hour days, Monday through Friday, not including the prescribed lunch period each day, except for employees who are assigned other basic work weeks deemed necessary by the Employer to carry out the mission of the Pueblo Depot Activity. A period of seven consecutive days, beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday constitutes the administrative work week. Where three eight-hour shifts are established (i.e., 0800 to 1600, 1600 to 2400, 2400 to 0800) a lunch period of twenty minutes will be authorized within the particular shift, which will be considered as time worked for which pay is allowed and employees must spend the time in close proximity to their work areas.

Section 9: Tours of duty will cover a minimum of forty hours per administrative work week for all full time employees.

Section 10: Whenever a change in the work days or work week currently in effect is contemplated in an area, the Employer agrees to notify the employees concerned prior to making such change. If a change is made, except in emergencies, such change will be announced in writing two weeks in advance of the administrative work week, when possible, and such change will continue for a period of at least one administrative work week.

Section 11: If an employee reports for work at the prescribed starting hour on a scheduled work day and is prepared for and remains capable of, but is prevented from performing his regularly assigned duties by circumstances beyond his control, Management will make a reasonable attempt to keep the employee gainfully employed by assigning him to other duties. This section does not apply where an employee has been officially placed in a furlough status or to on-call employees.

Section 12: Legal National Holidays will be observed as provided by law and pay for services rendered will be consistent with existing laws and regulations.

Section 13: Second and third shift assignments will be based on the specific skills and knowledge required to accomplish the workload and provide the necessary balance of skills between shifts. Employees volunteering for second and third shift will be given first consideration consistent with job requirements. In those instances where an operating official may feel that assignment of employee(s) to the second or third shift on a voluntary request basis would create an imbalance of skills and knowledge between shifts, the employee will be so advised and furnished the reasons, therefore. Assignment of non-volunteer(s) to the second and third shift may be made on a rotation basis consistent with workload requirements in existence at that time. The rotation scheduled will be posted on authorized bulletin boards of all work areas involved, two weeks in advance when possible, of the administrative work week.

Section 14: The Employer agrees that as work permits, the President of the Union may be assigned to the day shift tour of duty.

Section 15: Where job requirements necessitate a complete twenty four hour coverage, assignment of personnel required to work either first, second or third shifts during the weekend (Saturday or Sunday, or both), will be made on a voluntary basis when possible. Personnel requesting permanent assignment will be given consideration based on job requirements. In those instances where an operating official may feel that assignment on a voluntary request basis would create an imbalance of skills and knowledge between shifts, the employee will be so advised and furnished the reasons, therefore. Assignment of nonvolunteers to this schedule may be made on a rotation basis consistent with work requirements in existence at the time. Consistent with work requirements, personnel scheduled for this tour of duty will be allowed where possible, to select his or her days off based on employee Seniority. A schedule roster to include rotating and volunteer personnel will be posted in the work area involved, in advance of the administrative work week.

ARTICLE XI

Overtime

Section 1: The Roster shall be utilized to keep track of overtime offered and worked.

Section 2: By mutual agreement, Volunteer Overtime/Holiday list maybe utilized where appropriate. Such lists will indicate the days and number of hours the employees are willing to work.

Section 3: First consideration for overtime will be given to those employees who are working on the specific tasks for which overtime is required. Second consideration will be given to volunteers who possess tile required knowledge and skills. Volunteers may be solicited within the organizational element, by appropriate job classification. If more employees volunteer than are needed, the supervisor will refer to the Roster and make selections in the appropriate job classification from among the volunteers according to the most senior employee with the least amount of overtime offered and worked. Overtime declined by a volunteer will be added to the chart as overtime worked. If an insufficient number of employees volunteer, the employee with the least amount of overtime as shown 01 the roster will be directed to work the overtime. Any employee who is assigned to overtime is expected to work unless he obtains permission to be excused from his supervisor.

Section 4: Supervisors need not contact employees who are absent from work in meeting overtime needs. It is understood that temporary imbalances are permitted in the equitable distribution of overtime due to certain factors such as leave, continuity on jobs of short duration or skills requirements.

Section 5: Employees temporarily assigned (officially or unofficially) to a different organizational element will be considered for overtime and holiday work only in the organizational element to which they are temporarily assigned.

Section 6: Use of leave shall have no effect on the distribution of overtime. However, when overtime work is scheduled for Saturday, Sunday and/ or a holiday, only those employees who are present at their duty station on the previous day will be considered for overtime work, unless employee's sick leave and/or annual leave has been authorized and/or approved by the employee's supervisor in advance of the last day of the work week.

Section 7: When it is necessary for Classification Act or Wage Grade employees to return to work outside of their scheduled work hours to perform unscheduled overtime work of less than two hours duration, they shall be paid a minimum of two hours of overtime.

Section 8: In cases of emergency as determined by the Employer, where employees are not informed of overtime assignments prior to the start of the regular shift and are required to work more than four hours beyond the end of the regular shift, an opportunity to obtain food and a scheduled lunch period to consume it at the work site will be provided. If the nature of the work is such that it cannot be stopped or interrupted, the employer will allow the food consumption to be on a work status basis. The scheduled lunch period shall be free from all duty obligations except for immediate and compelling emergencies which arise during the scheduled lunch period. If an immediate and compelling emergency should arise, employees shall be in a work status immediately on resuming work.

Section 9: When an employee is required to work overtime, he/she will be allowed to use a government telephone to call home to inform his/her family of the work assignment or may authorize his/her supervisor to call.

Section 10: The Employer agrees to make every effort to give employees as much notice as possible when overtime is required and further agrees to give due consideration to the employee's personal circumstances, subject to the paramount requirements of fulfilling the mission of the Employer. It is agreed that the assignment of overtime work is a function of the Employer.

ARTICLE XII
ROSTERS

Section 1: Under this negotiated agreement a roster will be established/used in each organizational element. Organizational element is any group of employees where a first line supervisor is assigned.

Section 2: Once a roster is established in an organizational element it does not need to be maintained on a routine basis if there is no activity that has occurred. However, prior to affecting an employee the roster must be made current.

Section 3: The roster will consist of a form on which all employees who are temporarily or permanently assigned to the organizational element are shown. The roster will initially be established by listing employee's names in groups by title, code and grade, and then descending order of seniority within each group.

Section 4: Once a roster is established it will be posted in a location for which employees of the organizational element to which it applies have access.

Section 5: Upon (1) assignment of a new employee (temporarily or permanently) to an organizational element, (2) when an employee returns to his parent organizational element after having been temporarily assigned (officially for a period of twenty nine days or more) to another organizational element, or (3) an employee has been carried on LWOP or AWOL for a period of twenty nine days or more, the employee will be entered or re-entered on the roster with the same amount as the employee with the same job classification with the greatest number of hours.

Section 6: Rosters will be cumulative for the life of this agreement. However, by mutual agreement, the roster in any organizational element may be zeroed out at any time.

Section 7: It is the responsibility of each employee to conduct a review no later than the 5th day of each month, of the roster in their organizational element and to place their initials on the roster. Their initials on the roster indicates that they have reviewed the current amount and it is accurate to the best of their knowledge. All amounts shown on the roster (whether initialed or not) after the 5th day of the month will be considered accurate unless the employee has initiated a timely filed grievance with the supervisor. In the event an error is still discovered later, any corrective action or compensation will be limited to the amount related to the original error and the effected employee will be given first opportunity for overtime, in his job classification, to work comparable hours.

ARTICLE XIII

Wage Surveys

Section 1: The Union shall be notified of the time and extent of locality wage surveys, as tentatively scheduled by the Department of Defense Wage Fixing Authority, as soon as practicable by the Employer.

Section 2: The Union shall be notified in writing, when the specific full scale or wage change survey data base been firmly established for the Activity by the Department of Defense Wage Fixing Authority.

Section 3: The Employer agrees that the Union has the right to forward requests for wage surveys, with supporting data, to the Chairman of the Local Wage Survey Committee. Where supporting data is considered by the Union to indicate that a departure from the Department of Defense Wage Fixing Authority Survey schedule is warranted, the Employer agrees to forward the request through the appropriate channels of command promptly.

Section 4: The Employer agrees to notify the Union of the time and place of hearings in connection with full scale wage surveys as soon as is possible. The Union may present information or recommendations to the Local Wage Survey Committee on such matters as industries, establishments or jobs to be included and/or excluded from coverage in the survey, or concerning principle kinds of Federal positions and whether or not a sufficient number of comparable private industry positions exist in the local area on which to base wage rates.

ARTICLE XIV

Sick Leave

Section 1: Employees will be credited with sick leave in accordance with applicable rules and regulations. The Union Joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve sick leave so it will be available to them when needed. Management officials, as well as Union Officers and Stewards, should set a good example in the prudent use of sick leave.

Section 2: Sick leave shall be granted by the Employer to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury or other reasons as provided by leave regulations. An employee requiring unscheduled sick leave shall notify his immediate supervisor or designated alternate, by telephone within two hours after the beginning of the scheduled work shift. Notification is to be given on the first day of absence and again, if needed, on the 4th day to report progress. Exceptions are extended periods such as hospitalization or recovery from injury or illness which are covered by medical certification. The employee is responsible for keeping his supervisor advised of his situation and expectation for return to work. The supervisor can require the employee to report on a daily basis when sick leave abuse is suspected.

Section 3: Whenever practical, it is agreed that employees desiring medical, dental or optical examination, or treatment, who cannot arrange appointments outside of work hours, will be granted the amount of time required on sick leave for this

purpose. Employees should submit requests for such leave as far in advance as possible.

Section 4: Acceptable medical certification will be required to substantiate requests for approval of sick leave

in excess of three work days. Additionally, where there is evidence that an employee has improperly used his sick leave and abuse is indicated, the supervisor may require a medical certificate. In those cases where an employee has been counseled and evidence of abuse continues, the supervisor may issue written notice to the employee that he must, henceforth, furnish acceptable medical certification for each absence from work for which sick leave is requested.

Section 5: Normally, the use of sick leave substantiated by medical certification, will not be considered as excessive use of sick leave by the Employer, if and when employees are issued a letter in relation to excessive usage of sick leave.

ARTICLE XV

Annual Leave

Section 1: Employees shall earn annual leave in accordance with applicable laws. Accrual of annual leave is a right of the individual employee and, therefore, cannot be denied. However, the timing of its usage is a privilege and, therefore, subject to coordination with and approval by the Employer. Except for emergency situations, as provided in Section 2 below, annual leave shall be requested in advance. In cases of conflicts with work schedules, the Employer will first consider its mission requirements and then will give due consideration to service computation dates in granting employee vacation periods.

Section 2: Where unforeseen emergencies arise requiring the use of emergency annual leave not previously approved, approval of the use of emergency annual leave may not be presumed by the employee. Except where circumstances beyond

the control of the employee do not permit, the employee must personally or by phone, contact his supervisor or designated alternate during the first two hours of his regular work shift and request approval for the use of emergency annual leave. It shall be the responsibility of the individual employee to provide his supervisor or designated alternate with sufficient information as to the nature of the emergency. In those instances where the supervisor or designated alternate has given approval without direct discussion with the employee, such approval will be tentative and subject to final approval following the employee's return to duty.

ARTICLE XVI

Leave of Absence or Excused Absence

Section 1: Whenever, in the judgment of the Employer, a leave of absence is justified and warranted, and workload or other consideration permit, an employee will be granted leave without pay in accordance with applicable laws and regulations. Normally a period of leave without pay shall not exceed one year for each employee.

Section 2: Employee representatives elected or appointed to a Union Office or as a delegate to any Union Activity, may apply for periods of leave, as necessary, to accept temporary Union positions or attend Union activities. Such requests will be submitted as far in advance as possible.

Section 3: Employees returning to duty from an approved leave of absence, will be granted such rights, privileges and seniorities to which they may be entitled at that time, in accordance with applicable statutes and regulations.

Section 4: Employees in an approved leave of absence without pay status, shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employee Health Benefits Program to which they may be entitled in accordance with applicable statutes and regulations.

Section 5: Consistent with the Employer's mission, equity of treatment shall be provided all employees when excused absences are appropriate. The Employer reserves the right to decide the types of employees who may be excused under various conditions. Employees engaged in activities involving security, preservation of health, welfare and safety of personnel or Government property, may at the discretion of the Employer, be required to work during periods when the depot is otherwise closed. No excused absence shall be permitted unless authorized by regulations.

Section 6: Union representatives (officers and stewards) may be excused without charge to leave when workload permits, to attend formal training on labor relations matters that are determined by the Employer to be of mutual benefit. Excused time shall be granted, not to exceed a block of 120 hours each full calendar year of this agreement. Labor relations training proposed by management will not be charged to the Union. Requests will be submitted two weeks in advance and will include a copy of the agenda, location and length of training session.

ARTICLE XVII

Civic Responsibilities

Section 1: In the event a permanent employee is summoned for jury duty or as a witness in a judicial proceeding on behalf of the Government, the District of Columbia, a State or local government, or as a witness in a non-official capacity on behalf of a private party in connection with any judicial proceeding in which the United States, District of Columbia or a state or local government is a Party, the Employer will pay him at his basic rate for the time (not to exceed ten hours per day) necessarily lost from his normal work schedule for such purposes, provided he presents the court order, subpoena or summons if one is issued, to his supervisor as far in advance as possible. Upon return to duty, written evidence of his attendance at court is required, showing the dates (and hours if possible) of the service. If the employee is excused or released by the court for any day or substantial portion of a day, he is expected to return to duty provided return would

not cause the employee hardship because of the distance from home, duty station and the court. Failure to return to duty as provided above may result in a charge to annual leave, leave without pay or absence without pay.

Section 2: Employees scheduled to work on any election day and who are eligible to vote in such an election, may be excused without charge to leave or loss of pay as follows:

a. As a general rule, where the polls are not open at least three hours either before or after an employee's regular work hours of work, he may be granted an amount of excused leave which will permit him to report for work three hours after polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off.

b. Employee's request will be made as far in advance of election day as possible and will be directed to his immediate supervisor so that he can make appropriate plans to reschedule his workload.

c. Employees on second and third shifts will normally not be granted excused absence to vote in elections or referendums.

d. Employees who reside beyond a forty mile radius of PUDA may be granted four hours after the polls open or before the polls close, whichever requires the lesser amount of time, as described in paragraph 2a above.

e. No excused absence will be granted for voting if the employee is on annual leave or sick leave for all of the day which is specified as voting day.

Section 3: The Employer and the Union recognize that local and National health, welfare and emergency relief organizations depend largely upon voluntary

contributions for successfully achieving their objectives and encourage employees as individual citizens and as members of a community, to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens. To the end that campaigns shall be conducted in the spirit of true voluntary giving, the Employer agrees that:

- a. Suggested giving guides may be used for guidance and education but the assignment of a dollar quota to an individual employee is prohibited.

- b. When envelopes are used, each individual who desires to keep his gift private may use any envelope of his choice without his name being placed thereon unless he elects to do so.

- c. Coercion, either overt or implicit, shall not be practiced by collectors, keymen, supervisors or other personnel.

ARTICLE XVIII

Personnel Movements in Reduction in Force Situations and Rehiring

Section 1: All career and career-conditional employees separated by reduction in force actions shall be referred for listing on the Department of Army Reemployment Priority List for the local commuting area in accordance with eligibility provisions of reduction in force regulations for all positions for which found qualified and available as indicated by them to the Employer in writing. Such requests for inclusion in the program will be acknowledged by the Employer.

Section 2: Acceptance or declination of a temporary position within the commuting area by an employee on the Reemployment Priority List, will not affect his status on the list or his eligibility for reemployment in- a permanent position.

Section 3: In the event of a reduction in force, the Employer will determine from the appropriate State Employment Service whether any of the affected employees are eligible for training at Government expense and, if so, inform employees how to apply for training.

ARTICLE XIX

Job Descriptions and Ratings

Section 1: All employees will be freely and fully provided with information as to their appeal rights under various circumstances and to the means whereby employees may request a review of what they consider to be inequities in their assigned title, codes or grades. Employees are entitled to be assisted by a representative of their own choosing other than an employee of the Civilian Personnel Office, to discuss the above with the Employer, in reviewing classification standards that pertain to their position, in pursuing their appeal in accordance with approved regulations. All levels of supervision will guarantee and protect the right of appeal and ensure that the right may be exercised by employees without restraint and without fear of reprisal or prejudice. Any employee in the unit who alleges that his position is improperly rated may discuss the matter with his supervisor who will explain the basis upon which the job has been evaluated. As appropriate, the supervisor will arrange for assistance from the Civilian Personnel Office. If the employee's complaint is not resolved to his satisfaction, the employee may file his complaint in writing through supervisory channels to the Commanding Officer. In requesting the review of his position rating and in discussions with his supervisor and with personnel of the Civilian Personnel Office, the employee shall have the right to request Union representation in preparing and presenting his job evaluation complaint or appeal, to include matters of content of the employee's official job sheet, consistent with the provisions of regulations. The Employer agrees to consider fully all pertinent facts, including the representation of the employee.

Section 2: The employer agrees to the maximum extent consistent with work requirements to assign employees in the unit to work in accordance with official job descriptions.

Section 3: The Activity program for determining ratings of positions of employees in the unit, will be conducted in accordance with applicable regulations. The Employer will inform the Union within fifteen days of approval of a survey by the Commanding Officer of classification actions that adversely affect the grade of employees of the unit and of position upgrading actions resulting from the review.

Section 4: The Employer agrees to provide an employee in writing at any time upon written request, the identification number of the competitive level to which he is assigned.

ARTICLE XX

Details

Section 1: Details in excess of thirty days will be recorded on a SF-52 where the employee will perform duties substantially different from those normally performed. Details to duties or a position of the same grade, series and basic duties as the position to which regularly assigned need not be recorded.

Section 2: The Civilian Personnel Office will notify employees detailed for more than thirty days of the reason for the detail, the nature of the duties to be performed and the duration of the detail.

Section 3: In situations where an employee is detailed to a higher graded position or to the grade controlling duties (in accordance with established OPM standards) and it is discovered that the position will be needed by management for more than a thirty day period, management will immediately (1) extend the original employee's detail and non-competitively temporarily promote the employee commencing on the 31st day or (2) rotate the detail.

Section 4: In order to be eligible to receive a noncompetitive temporary promotion an employee must meet time in grade restrictions and minimum OPM qualification requirements for the position.

ARTICLE XXI

Merit Promotion Plan

Section 1: The Employer and the Union agree to abide by the terms of the TEAD Merit Promotion Plan (TEAD-R 690-4) and any subsequent mutually agreed upon changes thereto.

Section 2: The provisions of Sections 2 through 7 of this article will be followed only when the area of consideration for non-competitive temporary promotion is a single organizational element and only to the limits allowed by regulation.

Section 3: For non-competitive temporary promotions under this Article, the selection will be made from a register established within each organizational element for each position above the WG-05 position. The register will consist of the five top candidates as identified by ranking criteria based on knowledge, skills and ability to perform the requirements of the position. In order to be eligible to receive a non-competitive temporary promotion, an employee must meet time in grade restrictions and minimum OPM qualification requirements for the position.

Section 4: New registers will be established periodically as determined by management. Employees newly assigned or promoted to an organizational element will be ranked and placed in proper order on the register.

Section 5: Unless exceptions are granted, when a freeze or other limitations are imposed on this depot the above article will not apply.

Section 6: If a dispute arises concerning selection for non-competitive temporary promotion based on skills required, the possession of those skills will be based on the employee's previous work experience, training and/or information contained in the official personnel folder. If all qualified employees decline, then the supervisor may direct an employee to take the non-competitive temporary promotion.

Section 7: Employees selected under this procedure will be non-competitively temporarily promoted into and receive the rate of pay of the position commencing on the first day of the assignment.

ARTICLE XXII

Safety and Industrial Hygiene

Section 1: It is agreed that comfort and aid to injured individuals shall be of prime concern to the Employer and the Union.

Section 2: The employer will strive to provide and maintain safe working conditions and industrial health protection for the employees, using applicable rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner.

Section 3: The Union will recommend for appointment to the Installation Safety and Health Committee, the name of one Union representative (steward or officer).

Section 4: The Employer agrees to furnish protective clothing and equipment in accordance with the Department of the Army Regulations.

Section 5: The Employer will provide proper emergency medical support (first aid) for employees while on work status at Pueblo Depot Activity.

Section 6: As provided in Army Safety Regulations, the Safety Office shall investigate reported safety hazards and inform responsible parties to initiate corrective actions.

Section 7: The Employer will provide safe and adequate transportation to employees required to use Government vehicles getting to the work site from the check-in point. Drivers of the Government vehicles are to be instructed to limit the number of employees seated in the vehicle to seating capacity of the vehicle. Crews that are required to ride in the back of the 1 1/2 to 2 1/2 ton trucks will be provided with SAFETY LADDERS with no-slip steps and hand railings when mounting and dismounting these vehicles. Adequate seating and safety equipment approved by the Safety Office of the Employer and the Union Representative, will be provided before employees are required to ride in these vehicles. Where material such as steel strapping, sledge hammers, sealers, stretchers, etc., will constitute a safety hazard, such material will not be transported in the same vehicle with personnel.

Section 8: The Employer agrees to furnish and maintain safety equipment and foul weather gear where and as authorized to include but not limited to safety shoes, safety glasses (including prescription ground glasses), gloves, coveralls (flame proof), rubber boots, head gear, raincoats and other items .

Section 9: The Employer agrees to provide and maintain in safe and serviceable condition, necessary tools and equipment as required by workload.

Section 10: Locker space will be furnished by the Employer at or near the work site, when the employee is required to change clothing due to the work assignment.

Section 11: Clean and adequate eating facilities will be furnished by the Employer as close as reasonably possible to the work site, for the utilization of the employees during the lunch period.

Section 12: The Steward may call to the attention of the Employer conditions in a world area which tend to become a hazard to the health or safety of the employees.

Section 13: The Employer agrees to provide adequate and clean toilet facilities as near to work sites as reasonably possible. This section shall also apply to the utilization of portable facilities in the ammunition area.

Section 14: Employees will not be held responsible for tools that are not locked up after the shift, if instructed by the supervisor that the oncoming shift must utilize the same tools. In addition, locker space or a suitable container will be supplied to secure tools and equipment that is signed for by the individual employee.

Section 15: The employee will be allowed clean-up time. Such time will be used for personal hygiene. The time allowed will be from five to fifteen minutes as set by the supervisor. Where the maximum time allowed is not adequate for a specific area, the Union President is afforded the opportunity to discuss this with the appropriate Division Chief who will adjust the time if warranted.

ARTICLE XXIII

Environmental Differential Pay

Section 1: Conditions that warrant payment of environmental differential are listed in Federal Personnel Manual 532-1, APP J. When the Union is of the opinion that a local work situation warrants coverage under payable categories authorized by the Office of Personnel Management, it will notify the Employer of the title and location of the position(s) and nature of the exposure that the hazard, physical hardship or working conditions of an unusual nature and are not practically eliminated by safety procedure and devices required by the DA Safety and/ or Industrial Hygiene Programs. The Parties will meet and confer on the issues.

Section 2: To the extent possible, the Employer agrees to distribute explosives and incendiary environmental differential work among the ammunition maintenance crews normally assigned such work, before personnel from other sections are utilized.

ARTICLE XXIV

Disciplinary Actions

Section 1: All disciplinary actions must be for just cause.

Section 2: The Union agrees that it will be the responsibility of the affected employee to notify the Union of disciplinary actions taken against him by the Employer, if he so desires.

ARTICLE XXV

Grievance Procedure

Section 1: The Employer and the Union agree that grievances should be settled in an orderly, prompt and equitable manner which will maintain the self-respect of the employees and be consistent with the principles of good management. Every effort will be made by supervisors and officials of the Employer and by stewards and officials of the Union to settle grievances expeditiously and at the lowest possible level of supervision.

Section 2: Scope of Coverage:

- a. A grievance means any complaint:

(1) By any bargaining unit employee or the Union concerning any matter relating to the employment of the bargaining unit employees.

(2) By any bargaining unit employee, the Union or the Employer concerning:

(a) The effect of interpretation or application of the agreement.

(b) Any claimed violation or misapplication of any rule, directive or regulation affecting conditions of employment subject to the provision of Section 6 below.

b. Subject to the exclusions identified in Section 3 below, the procedure contained herein shall be the sole procedure available for the processing of grievances of employees in the unit and the Parties hereto as specifically set forth in Section 7121 of the Public Law.

c. The Parties to this agreement and all employees within the unit, shall be entitled to use the procedures contained herein. The procedure will not be available to any employee outside of the unit.

d. An aggrieved bargaining unit employee affected by a removal or reduction-in--grade based on unacceptable performance or other adverse action, may at his/her option raise the matter under a statutory procedure or the negotiated grievance procedure but not both. For the purposes of this provision and pursuant to Section 7121 of the Public Law, an employee shall be deemed to have exercised his or her option under this provision in adverse actions when the employee files a timely notice of appeal under the statutory procedures or files a timely grievance, in writing, under the provisions of this article.

e. Any grievance not taken up with the employee's immediate supervisor or at the appropriate step as outlined below, within fifteen days of the date the grievant

became aware of the act or occurrence out of which the grievance arose, may be cause to deny the grievance filed hereunder unless the prescribed time limit is extended by mutual agreement of the Employer and the employee (or the Employer and the Union representative, where the employee is represented by the Union).

Section 3: Exclusions. The following matters are specifically excluded from this procedure. Any claimed violation relating to:

- a. Prohibited political activities.
- b. Retirement, life insurance or health insurance.
- c. A suspension or removal under Section 7532, 5 USC (relating to National Security).
- d. The classification of any bargaining unit position which does not result in a reduction in grade or pay of a bargaining unit employee.
- e. Non-selection for promotion from a group of properly ranked and certified candidates.
- f. An action terminating a temporary promotion within a maximum period of two years and returning the employee to the former position or comparable position from which he/she was temporarily promoted or reassigned.
- g. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award or other type of honorary or discretionary award.

h. A preliminary warning or notice of specific action, which if affected, would be covered under the grievance system or an appeals procedure (e.g., a notice of proposed suspension).

i. Separation actions taken on an employee serving a trial or probationary period or serving on temporary appointment.

j. Any examination, certification or appointment.

k. Removal, suspension for more than fourteen days, reduction in grade, reduction in pay and furlough of thirty days or less (5 USC 7512).

l. Prohibited personnel practices.

Section 4: In the event of a disagreement over whether a grievance is subject to the grievance procedure or is subject to arbitration under this agreement, the parties shall attempt to resolve the issue informally. If unresolved, the matter may be referred to an arbitrator under the appropriate provision of this agreement.

Section 5: General Provision:

a. Representation Rights:

(1) An employee is entitled to a Union representative at any stage of the grievance procedure. Any unit employee may present and process a grievance under this procedure without the intervention of the Union except that only the Union or the Employer may invoke arbitration. If the employee represents himself/herself, the

Union will be given an opportunity to be present during the grievance proceeding in accordance with provisions of Section 7 below.

(2) The Union representative for employee grievances normally shall be:

(a) The Union steward for the organizational segment in which the grieving employee works. If the representative is other than that steward, the designation shall be in writing to the supervisor, by the Union.

(b) In the event of a group grievance, the representation in paragraph (1) will apply but only one Union representative (selected by the Union) will be allowed for the entire group.

b. Contents of Grievance: Every grievance filed under this procedure should contain the following:

(1) The name(s) of the grieving employee(s) or a statement that the grievance is filed on behalf of the Union.

(2) The nature of the grievance, including the date of occurrence and/or awareness of same, and the specific contractual provision in question, if any.

(3) If an employee grievance, a statement as to how the employee is personally affected and personal relief requested.

(4) If a Union grievance, the specific corrective action or interpretation requested or desired.

Section 6: Questions as to the interpretation of published agency policies or regulations, provisions of law or regulations, and appropriate authorities outside the agency affecting conditions of Employment, shall not be subject to this negotiated grievance procedure or arbitration, regardless of whether such policies, laws or regulations are quoted, cited or otherwise incorporated or referenced in this agreement. Should an employee or groups of employees in the unit or the Union initiate a grievance or complaint involving the interpretation or application of this agreement which questions the interpretation of published Army policy, provisions of law or regulations or appropriate authority outside the Army, and such policy is an integral part of the agreement, the following procedure shall apply:

a. Processing of the grievance beyond Step 1 of the procedures set forth below will be delayed, not to exceed thirty days, until the questioned policy, law or regulation has been interpreted. The Union will forward such questions to the Commanding Officer who will in turn request clarification and/or interpretation from the responsible office of issue.

b. Within twenty days of receipt of the clarification and/or interpretation, the employee or the Union may process other matters through the grievance procedures, including alleged misapplication of the policy, law or regulation in question to Step 2 of this procedure.

Section 7: Except as provided for in Section 14 below, the following procedure shall be followed in all cases approximately covered by this article:

a. Step 1: In the event of a grievance from employees within the unit, the matter shall first be presented to the immediate supervisor by the aggrieved employee and his/her representative, if applicable. After careful consideration, which may include whatever investigation is necessary, the supervisor will give the employee a decision within three days.

b. Step 2: If no satisfactory settlement is reached between the employee and the immediate supervisor, the employee and his/her representative may within eight days, submit the grievance in writing, to the appropriate Division Chief. The Division Chief or representative will meet within eight days of receipt of the written grievance with the aggrieved employee, the representative (if applicable) and the immediate supervisor. If representation is not used, the Union will be notified of the time of the meeting normally within two days in advance, so it may have an observer present. The Division Chief shall give a written decision within eight days after the date of the meeting.

c. Step 3: If an acceptable solution is not reached as the result of the settlement offered or the position taken on the grievance by the Division Chief, the employee or the Union in a Union Grievance, within eight days thereafter, may appeal in writing to the Commanding Officer/ Civilian Executive Assistant for decision. When the written grievance is submitted to the Commanding Officer/Civilian Executive Assistant for decision he shall within thirty days after receipt, advise the grievant in writing of his decision.

Section 8: Grievances initiated by the Union will be processed in accordance with the provision of Section 7 of this article beginning at Step 3 within fifteen days of the date the Union became aware of the act or occurrence out of which the grievance rose. Grievances initiated by the Employer will be submitted to the Union President within fifteen days of the date the Employer becomes aware of the act or occurrence out of which the grievance rose. Within fifteen days a designated representative of the Employer will meet with the Union President or his representative to resolve the grievance. If the Employer or the Union is not satisfied with the decision they may make formal request that the unresolved grievance be submitted to arbitration in accordance with the provision of Article XXVI.

Section 9: Any witnesses requested by the employee who are under the jurisdiction of the Pueblo Depot Activity and whose presence is necessary to the development of the facts may be called. If, because of distance or similar factors, it is impracticable for a witness to be present, necessary information may be

obtained by a sworn, written statement. Each witness will be advised that he or she is expected to provide full and complete information and that he or she will not be subjected to any restraint, coercion, discrimination or reprisal as a result of participation as a witness.

Section 10: Pueblo Depot Activity employees participating in grievance hearings or meetings as witnesses will be considered to be in a duty status during such participation, if they are otherwise in a duty status at that time.

Section 11: The Employer will, subject to the limitations imposed by law or regulation, provide information from official records pertinent to an employee's grievance. Such information will be provided upon request of the employee or the employee's representative (if representation is used).

Section 12: Failure on the part of management to respond to a grievance within the prescribed time shall permit the Employee and/or Union (if representation is used) to refer the case to the next step of the procedure.

Section 13: When two or more employees have similar grievances, the grievances may be combined and processed as a single case under Section 7 of this Article. The combination of similar cases can occur at any step of the grievance procedure by mutual agreement of the parties. The combining of cases is not appropriate where substantial individual differences exist between the aggrieved employees.

Section 14: Individual grievances arising from a disciplinary or adverse action shall enter at Step 2 of this procedure. In those cases where the Division Chief acts as the deciding official the Civilian Executive Assistant will act at Step 2 of the procedure.

ARTICLE XXVI

Arbitration

Section 1: This Article provides for the impartial arbitration of grievances.

Section 2: The provisions of this Article may be invoked only by the Union or the Employer.

Section 3: The Union and the Employer will share equally the cost of arbitration.

Section 4: Request for arbitration from either party must be submitted in writing to the other party within thirty days following receipt of the decision required by Step 3 of the grievance procedure. If the grievance was initiated by either party under Section 8, Article XXV.

Section 5: Within seven days after the date of the arbitration request, the parties will meet for the purpose of requesting the Federal Mediation and Conciliation Service to submit a list of five persons qualified to act as arbitrators. Both parties shall meet within seven days after receipt of such list. If they cannot agree upon one of the listed arbitrators, then the Union and Employer will alternately strike one arbitrator's name from the list of five until a single name remains on the list. The remaining name shall be the duly selected arbitrator.

Section 6: The arbitration hearing shall be held during the regular day shift work-hours of the basic Monday through Friday work week. If in a duty status the aggrieved employee, Union representative(s) and relevant PUDA witnesses called to testify shall be excused from duty as required, to participate in the arbitration proceedings without loss of pay or charge to annual leave. If possible, all employee participants in the hearing shall be in a duty status. If a regular day off is involved or if the hearing is held during the employee's non-duty status, a reasonable effort will be made by the supervisor to change the employee's non-duty period to a duty period. If, because of distance or similar factors, it is impractical for a witness to be present, necessary information may be obtained by a sworn, written statement.

Section 7: The arbitrator will be requested to render his award as quickly as possible after the conclusions of the hearing or following an established suspense date for filing of written briefs. The arbitrator's award will be binding unless either the Employer or the Union files an exception with the Federal Labor Relations Authority in accordance with prescribed procedures as provided by PL-454 and said exception is sustained.

ARTICLE XXVII

Unfair Labor Practices {ULP}

Section 1: The Employer and the Union understand and agree that the filing of Unfair Labor Practice (ULP) complaints or the threatening to file an Unfair Labor Practice complaint are not in the best interest of harmonious labor management relations. However, the parties recognize that misunderstandings occur which may necessitate the filing of a ULP. The parties, therefore, agree that upon actual filing of an Unfair Labor Practice complaint with the Federal Labor Relations Authority, the Union will provide an informational copy to management's designated point of contact for such matters.

ARTICLE XXVIII

General Provisions

Section 1: The Union and the Employer shall give their wholehearted support to the principles set forth in current "Standards of Conduct for Civilian Personnel."

Section 2: During initial orientation conducted by the Employer, the Employer agrees to cover the major features of PL-454, "Labor Management Relations in the Federal Service," and inform employees that Local R14-5 of the National Association of Government Employees is an exclusively recognized employee

organization. The Union President or his designated representative will be provided with an opportunity to be introduced to all new employees of the unit.

Section 3: The Employer agrees to permit the officers and representatives of the Union to utilize intra-depot telephone and mail service/delivery in carrying out the provisions of this agreement. This excludes mass mailing to the membership of the Unit. The Employer agrees to permit the Union President use of FAX service located at the Civilian Personnel Office, restricted to the Union's National Headquarters and Tooele Army Depot CPO.

Section 4: The Employer agrees to provide reserved space on Official Bulletin Boards, 18" x 22", for the posting of Union Notices and similar informational material. The Union agrees that literature posted or distributed must not violate any law, the security of the Depot Activity or contain scurrilous or other libelous material. In addition, the posting or distribution of Union material shall be borne by the Union.

Section 5: The Employer agrees that copies of this Agreement and any future amendments thereto will be posted on all official bulletin boards and that one copy of the Agreement and future amendments thereto will be given to each Union Officer and Steward. In addition, the Union will be provided with 100 copies of the agreement and any future amendments thereto in order that they may be available to employees.

Section 6: Rest periods will be granted at 0930 and 1400 hours. However, during operation on the Condensed Work Schedule, rest periods will be 0900 and 1400 hours. The Union agrees because of tours, visitors and small workload emergencies that may conflict with rest periods, the times of the rest period may be periodically changed.

Section 7: For the Ammunition Maintenance Personnel the start point, stop point, for the work shift is Building 731. The start point, stop point, for the Ammunition Storage Personnel is Building 440.

Section 8: The Employer shall maintain a program of physical examinations consistent with an occupational health service program which places maximum priority on the Health and Welfare of every employee.

Section 9: On the Job Injury: Once an employee has properly reported an on the job injury, the Employer will ensure that all administrative requirements on reporting such injury or illness, are processed expeditiously. The Union will be notified when an employee suffers a lost time injury on the job.

Section 10: Performance Appraisal Discussion: The performance appraisal system will be in accordance with the Civil Service Reform Act and Tooele Regulation 690 -11, General Performance Appraisals System (GPAS), and any subsequent mutually agreed upon changes thereto.

Section 11: Acceptable Level of Competence: The granting of a within-grade increase for class act employees is based upon positive determination that the employee is performing at an acceptable level of competence. This denotes work of a degree above that typified by the marginal employee. Determination must be made in the light of reasonable work requirements of the particular position or such specific work standards as may have been established. This requires consideration not only of the required quantity and quality of work but also other essential elements such as personal characteristics and aspects of conduct which have a direct bearing on performance.

Section 12: Training and Development:

a. The Employer will, as the need arises, identify areas of skill in which scarcities exist. Further, the Employer will to the maximum extent practicable, publicize training opportunities in these areas and inform the employees how to apply for this training and self-development.

b. In recognition of the mutual advantages to the Employer and the employee, the Employer agrees to make every reasonable effort to utilize existing employees when training is determined to be necessary for new positions. Selections for such training will be consistent with applicable rules and regulations.

Section 13: Permanent Employees: The Employer will, within budgetary limitations, provide employees with training and development opportunities which will enable employees to do their work effectively, attain their career objectives and accomplish their mission. Such opportunities will be based on the best interest of the Department of the Army and on the interest of the employee but in no instance solely for the benefit of the employee. Special emphasis will be given to training which would qualify employees with potential for other positions in the event of displacement, including displacement by virtue of automation.

Section 14: Handicapped Employees: The Employer will ensure that in those cases of physical disqualifications where an employee cannot be reassigned in his division or office, every effort will be made to reassign the employee to another organization in a vacant position for which he is physically qualified. It is recognized that in some cases of this type, a brief period of training may be required.

Section 15: Reduction in Force: In the event of a reduction in force, the employer will consider retraining of displaced employees if possible, to be placed in existing vacant positions.

ARTICLE XXIX

Voluntary Withholding of Union Dues

Section 1: Any employee officially assigned to the Unit who is a member in good standing of the Union, may authorize an allotment of pay for the payment of his dues for such membership provided:

- a. The employee is employed in the organizational unit for which Exclusive Recognition has been granted.
- b. The employee has voluntarily completed a request for such allotment of his pay.
- c. He regularly receives a normal amount of pay on the regularly scheduled paydays and such pay is sufficient, after all other legal deductions, to cover the full amount of the allotment.
- d. He has authorized no other current allotments for payment of dues to a labor organization.

Section 2: The Union is responsible for procuring the prescribed allotment form (SF-1187), distributing the form to its members, certifying as to the amount of its dues and informing and educating its members on the program for allotments for payment of dues and the uses and availability of the SF-1187.

Section 3: An allotment may be submitted to the Finance Officer at any time. Allotments received in the Finance and Accounting Office, Tooele Army Depot, before Wednesday preceding the beginning of a pay period, will be effective at the start of the first pay period following receipt of the SF-1187.

Section 4: An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer or other personnel action; upon loss of exclusive recognition by the Union; when the Agreement providing for dues

withholding is suspended or terminated by an appropriate authority outside Department of Defense; or when the employee has been suspended or expelled from the Union.

Section 5: The Union will promptly notify the Finance Officer when an employee with a current authorization ceases to be a member of the Union in good standing.

Section 6: The Finance Officer will notify the Union of the revocation of an allotment by an employee by forwarding a copy of the SF-1188 to the Union.

Section 7: Dues allotments may be revoked at any time, however, the dues revocation will not become effective until the beginning of the first pay period after September 1 of each year providing the allotment has been in effect for one full year. Allotments not in effect one full year will be terminated the first pay period after the anniversary date of the allotment.

Section 8: Allotted dues will be withheld from the regular bi- weekly payrolls unless otherwise specified. The amount to be withheld shall be the amount of the regular dues of the member, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. If the amount of regular dues is changed by the Local, the Finance Officer will be notified in writing by the President of the Local of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the next deduction payroll provided the notice has been received in the Finance Office on Wednesday preceding the beginning of the pay period covered by that payroll, unless a later date is specified by the Local. New authorization forms are not required. Only one such change may be made in any period of twelve consecutive months.

Section 9: The Finance Officer will send to the NACE Comptroller, Fiscal Officer, 285 Dorchester Avenue, Boston, Massachusetts, the remittance of dues withheld after each payroll period for which deductions are made and a listing of names and amounts withheld.

Section 10: The Union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE XXX

Equal Employment Opportunity

Section 1: Policy: The Employer and the Union agree to support a strong, aggressive policy of equal employment opportunity for all employees to prohibit discrimination because of race, color, religion, sex, age, national origin, physical handicap and to promote full realization of equal opportunity through a positive and continuing effort. If requested, Orientation will be conducted for newly appointed Union Officials and Stewards to ensure EEO Policy plans, objectives and procedures are clearly understood.

Section 2: Affirmative Action Plan: The Employer will develop and publish an EEO Plan of Action containing such goals and objectives as are applicable to the employment situation. Provisions of the plan which reflect changes in personnel policies, practices or working conditions applicable to employees of the Unit will be negotiated with the Union before the plan is published. The Union agrees to assist in the identification of EEO problems and to submit and to submit information on employee needs and attitudes. The parties agree to provide strong support and commitment to the actions planned to meet the goals and objectives contained in the plan.

Section 3: PUDA EEO Action Committee: The Employer agrees to appoint two members of the Union to serve as Representatives on the EEO Action Committee, one of whom will be the Union President or his designated representative, who will serve as a non-voting member. The Union will submit a list containing at least three names from which the Employer will select one, who will be the voting

representative on this committee. The Union will strive to recommend only those representatives who could be expected to make a sound contribution toward the committee's purpose and objectives.

Section 4: Upward Mobility: The Employer agrees to negotiate with the Union those provisions of the program which reflect changes in personnel policies, practices or working conditions that are negotiable under the provisions of PL-95-454 and the Union agrees to lend their support and commitment to the program.

ARTICLE XXXI

Energy Conservation Program

Section 1: PUDA Energy Reduction Plan: The Employer will develop and publish an Energy Reduction Plan containing such goals and objectives as are applicable to the energy situation. Provisions of the plan which reflect changes in personnel policies, practices or working conditions applicable to employees of the Unit, will be negotiated with the Union before the plan is published. The Union agrees to assist in the identification of problems by submitting suggestions on energy conservation measures to the PUDA Energy Conservation Committee for consideration. The parties agree to provide strong support and commitment to the Action Plan to meet the goals and objectives contained in the plan.

Section 2: PUDA Energy Conservation Committee: The Union will submit a list of names from which the Employer will select a representative and an alternate member of the committee. The Union will strive to recommend only those representatives who could be expected to make a sound contribution towards the committee's purpose and objectives.

ARTICLE XXXII

Alcohol and Drug Abuse Prevention and Control Program

Section 1: The Parties agree to support a strong Alcohol and Drug Abuse Prevention and Control Program (ADAPCP). The Parties shall strive for early identification and motivation to rehabilitation of possible cases of alcoholism or drug abuse which affect job performance. The Parties agree to cooperate in aiding the employee whose work performance indicates a potential alcohol or drug problem by referring the employee for professional screening and diagnosis.

Section 2:

a. The Pueblo Depot Activity has established an Alcohol Drug Dependency Intervention Council (ADDIC). Its purpose is to make policy recommendations regarding the ADAPCP.

b. The Employer agrees to the appointment of a representative from the Union to serve on the ADDIC. The Local will provide the name of one member and an alternate to serve on the ADDIC.

ARTICLE XXXIII

Duration and Changes

Section 1: This agreement is for a period of three years. Either party will give written notice to the other not more than 105 nor less than 60 days prior to the three year expiration date, for the purpose of renegotiating this Agreement. The present Agreement will remain in full force and effect during the renegotiating of said agreement and/or a period of 60 days after the expiration of the three year period.

Section 2: If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for each three year period subject to the other provisions of this Article.

Section 3: If the Agreement is renewed for an additional three year period, the Agreement may be amended or supplemented in accordance with the provisions of Section 1 of this Article.

Section 4: Unless mutually agreed, Supplemental Agreements will be limited to changes in the provisions and articles of this Agreement resulting from changes in applicable laws and regulations from higher authority which could affect employees in the bargaining unit. Any supplements will remain in effect in accordance with the provisions of this article.

ARTICLE XXIV

The effective date will be 31 days from the date of the approving authority. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THESE ARTICLES, THIS _____6_____ DAY OF ___MAY___ 1991.

DETAILS

It is recognized that because of downsizing in the government Pueblo Depot Activity will experience changes in workload, mission and its organization which often require the use of details to meet temporary needs. Details may also be authorized for other reasons as provided by regulations.

When detailing becomes necessary, Management will select the grade level and organizational element that is affected. First consideration will be given to detailing the employee with the skills necessary to perform the job. If more employees have the skills necessary to perform the job than are needed the most senior employee will have the opportunity to work the detail. If all qualified employees decline the detail, then the supervisor may direct the least senior employee to work the detail.

When an employee is detailed to a higher graded position, or to a position with known promotion potential, unless extenuating circumstances exist impacting work load, the detail will be rotated among qualified employees in the organizational element, in accordance with seniority.

If a dispute arises concerning selection for detail based on skills necessary to perform the job. The possession of those skills, as determined by management, will be based on the employee's previous work experience, training and/or information contained in the official personnel folder.

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MEMORANDUM OF AGREEMENT

Management and N. A. G. E., Local R 14-5, hereby agree that Article XX, Section 3 is exempt for the duration of the mandated hiring freeze. This agreement permits management to detail employees to a higher graded position for more than a thirty day period.