

AGREEMENT

BETWEEN

US ARMY FIELD ARTILLERY CENTER
AND FORT SILL

AND

NATIONAL FEDERATION OF
FEDERAL EMPLOYEES LOCAL 273

COVERING NONSUPERVISORY, NONPROFESSIONAL EMPLOYEES OF
THE NONAPPROPRIATED FUND ACTIVITIES

STATIONED AT FORT SILL, OKLAHOMA

FORT SILL, OKLAHOMA

CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT	2
II	SCOPE OF CONSULTATION AND NEGOTIATION	2
III	RIGHTS OF THE EMPLOYER	4
IV	EMPLOYEE RIGHTS AND OBLIGATIONS	5
V	UNION REPRESENTATION	5
VI	IDENTIFICATION AND COMMUNICATION WITH UNIT EMPLOYEES	7
VIII	PUBLICITY	7
VIII	EMPLOYEE PERSONNEL INFORMATION	8
IX	DUES WITHHOLDING	8
X	INCENTIVE AWARDS	11
XI	CHARITY DRIVES	11
XII	REDUCTION IN FORCE	11
XIII	CONTRACTING OUT OF WORK	12
XIV	JOB DESCRIPTIONS	12
XV	REEMPLOYMENT PRIORITY LIST	12
XVI	EMPLOYEE TRAINING	13
XVII	TOURS OF DUTY	14
XVIII	CLEAN-UP TIME	15
XIX	REST PERIODS	15
XX	PRODUCTIVITY	15
XXI	EQUAL EMPLOYMENT OPPORTUNITY	16
XXII	ENERGY CONSERVATION AND PROTECTION ENVIRONMENTAL	16
XXIII	CUSTOMER RELATIONS	16
XXIV	DISCIPLINARY AND ADVERSE ACTIONS	16
XXV	GRIEVANCE PROCEDURE	17
XXVI	ARBITRATION	21

<u>ARTICLE</u>		<u>PAGE</u>
XXVII	DURATION OF AGREEMENT AND CHANGES	22
	APPENDIX A (Grievance Form)	24

PREAMBLE

Pursuant to the policy set forth in the President's Executive Order 11491 and regulations issued by the Civil Service Commission, the Department of Defense, and higher echelons within the Department of the Army, this agreement is made by and between the Commanding General, US Army Field Artillery Center and Fort Sill, hereinafter referred to as the EMPLOYER and the National Federation of Federal Employees, Local 273, hereinafter referred to as the UNION.

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the nonappropriated funds of the US Army Field Artillery Center and Fort Sill, provide for the well-being of the employees, maintain high standards of work performance in behalf of the public, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and to provide means of amicable discussion and adjustment of matters of mutual interest at Fort Sill, Oklahoma; and,

WHEREAS it is recognized that the participation of employees in the formulation and implementation of personnel policies and procedures which so vitally affect them will contribute substantially to the improvement and efficient administration of the public service; and,

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations within the US Army Field Artillery Center and Fort Sill require a clear statement of the respective rights and obligations of the UNION and the EMPLOYER; and,

WHEREAS the employees in the bargaining unit covered by this agreement have stated their desire to be represented in their employment relations with the EMPLOYER, in accordance with the provisions of Executive Orders and Department of the Army regulations, as the representative of said employees,

The parties hereto, in consideration of the mutual covenants herein and intending to be bound hereby, do therefore agree as follows:

ARTICLE I

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1

The EMPLOYER recognizes the UNION as the exclusive bargaining representative for all employees included within the bargaining unit as defined in Section 2 below.

Section 2

This agreement applies to and covers all employees in the nonappropriated fund activities for which the UNION has been granted exclusive recognition. Included in and covered by this agreement are all nonsupervisory, nonprofessional, nonappropriated fund employees stationed at Fort Sill, Oklahoma except those paid from Army and Air Force Exchange Service and Army and Air Force Motion Picture Service funds. Excluded from and not covered by this agreement are all management officials, supervisors, professional employees, guards and employees engaged in Federal personnel work.

Section 3

The UNION accepts the responsibility for and agrees to represent the interest of all employees in the bargaining unit without discrimination and without regard to membership in the UNION. Nothing in this section or elsewhere in this agreement shall be interpreted to require the UNION to represent an employee in processing a grievance if the UNION considers, and has so advised the employee that the grievance is invalid or without merit.

ARTICLE II

SCOPE OF CONSULTATION AND NEGOTIATION

Section 1

Matters appropriate for consultation and negotiation between the parties are locally developed personnel policies, procedures, and practices affecting working conditions of employees in the unit so far as they are within the administrative authority of the EMPLOYER. Included are the policies, procedures and practices established to govern such matters as, but not limited to pay, overtime, details, hazardous duty pay, reduction in force, safety, training, employee services, scheduling of leave, promotions and grievance, and standards or work performance. Consultation at the local level is not appropriate on matters prescribed by higher echelons of the Department of the Army or other governing authorities of for individual actions taken in accordance with established policy, procedures, or rules. Once the governing policy, procedure or rule is established, the EMPLOYER and subordinate management officials and supervisors are responsible for conferring with the UNION before taking appropriate actions in accordance with it on those matters within affect unit employees.

Section 2

In making rules and regulations relating to personnel policies, procedures, promotions, and practices affecting working conditions, the EMPLOYER shall consult with the UNION and give due regard and considerations to the views of the UNION and employees and to the obligations imposed by this agreement, higher echelon Department of the Army directives, other governing Government regulations, Executive Orders and laws. However, such obligation and regard shall not be construed to extend to such

areas of discretion and policy as the function or mission of the EMPLOYER; the budget; the organization; the number of employees; and the numbers, types and grades of positions, or employees assigned to an organizational unit, work project, or tour of duty; the technology of performing work; or internal security practices.

Section 3

It is recognized that this agreement is not all inclusive. The fact that certain conditionals are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on matters not originally covered by this agreement. The EMPLOYER will, therefore, consult with the UNION before making changes of existing benefits and practices pertaining to those matters appropriate for consultation as set forth in Section 1 above even though such matters are not specifically covered by this agreement.

Section 4

For purposes of this agreement, consultation is defined as mutual discussion of policies, programs, practices and procedures related to working conditions of employees of the unit which are within the discretion of the EMPLOYER. Such discussions shall entail exploration of alternative courses of action offered by either party with both parties striving to reach the best possible solution to the problem at hand.

Section 5

Either party desiring or having a requirement to consult with the other, shall give advance notice to the other party, including a statement of subject matter to be discussed and the problem, if any, which generated the cause for discussion. The advance notice may be provided by any means including a telephone call.

Section 6

The normal point of contact between the UNION and the EMPLOYER for the purposes of discussing questions that may arise concerning the general administration or interpretation of this agreement, or regulations, or other matters involving the overall relations between the parties shall be for the UNION the duly elected President; for the EMPLOYER, the Assistant Civilian Personnel Officer, Civilian Personnel Division. This does not alleviate the responsibility of other management officials for consulting with the appropriate UNION official before implementing or changing policies, programs, procedures and practices related to working conditions which are within their administrative authority. Neither does it alleviate the responsibility of the UNION stewards and chief steward to consult with the concerned management officials and to work with the prescribed levels of management in seeking solutions to matters that are within the scope of authority of such management officials.

Section 7

Union initiated consultation will commence with the lowest level of management which has authority to act on the matter to be considered. When the management official contacted by a UNION representative does not have authority to act on the matter, he shall identify the management official having authority to act on it, so that the appropriate UNION representative may contact that official. When decisions are made, after either management or UNION initiated consultation, which are not acceptable to the UNION, the UNION has the right to consult with higher level management on the matter involved and shall exercise this right before requesting any outside agency or individual to take action on the matter. To facilitate the resolution of such matters in the most expeditious manner and to help foster and maintain

favorable working relationships between supervisors and UNION representatives, consultation or discussions related to problems will take place between the following officials:

- a. Unit or section level matters: the unit or section supervisor and the steward.
- b. Branch level matters: the branch manager and the steward(s).
- c. Fund level matters: the fund custodian or division chief and the chief steward.
- d. Major activity level matters: the major activity director having jurisdiction over the fund or his designee and the President or the UNION or his designee.
- e. Installation level matter: the Chief of Staff or his designee and the President of the UNION or his designee.

Section 8

In the administration of all matters covered by this agreement and all supplemental, implementing, subsidiary, or informal agreements between the EMPLOYER and UNION, management officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, USAFACFS directives, by published Department of the Army or Departments of Defense policies and regulations in existence at the time this agreement is approved or for supplemental, implementing, subsidiary, or informal agreements, at the time they are approved; and by subsequently published Department of the Army or Department of Defense policies and regulations required by law or by the regulations or appropriate authorities, or authorized by the terms of a controlling agreement at a higher Department of the Army or Department of Defense level.

ARTICLE III

RIGHTS OF THE EMPLOYER

Section 1

The EMPLOYER retains the right, in accordance with applicable laws and regulations, to direct employees; to hire, promote, transfer, assign and retain employees, and to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of Government operations entrusted to the EMPLOYER; to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out the mission of the EMPLOYER in situations of emergency.

ARTICLE IV

EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1

Employees shall have the right and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization or to refrain from such activity. Except for those employees for whom such activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee, the freedom of such employees to assist any labor organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authorities. Nothing in this agreement or any other agreement between the EMPLOYER and the UNION 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. The EMPLOYER shall take such action, consistent with law or with directives from higher authority as may be required in order to assure that employees are apprised of the rights described in this section, and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the UNION by anyone acting in a supervisory or other capacity for the EMPLOYER.

ARTICLE V

UNION REPRESENTATION

Section 1

The EMPLOYER shall recognize and deal with duly elected or appointed UNION officials whose names and UNION assignments have been furnished in writing to the Civilian Personnel Division. The UNION shall determine the number and assignment of stewards and chief stewards in accordance with the following criteria: the number of chief stewards shall not exceed one for each 20 employees in the unit; the number of chief stewards shall not exceed one for each fund; there shall be no overlapping of steward assignments except that in large assignments there may be a steward and an alternate steward; there shall be no more than one steward for a group of employees under a first line supervisor, except when the organizational structure is such that an excess of 20 employees report directly to one supervisor. In this instance, the ratio of 1 to 20 shall apply.

Section 2

The UNION shall supply the Civilian Personnel Division in writing and shall maintain with the Civilian Personnel Division on a current basis a complete list of all officers and authorized stewards and the stewards' assigned areas of responsibility. The UNION shall post on the space designated for the UNION on the bulletin boards the names of the stewards and their assigned areas as soon as practicable after they are recognized by the Civilian Personnel Division.

Section 3

UNION officers or representatives who are not employees of the EMPLOYER shall be allowed access to the installation at reasonable times and for activities considered appropriate. The UNION agrees that such officials will check in with the Assistant Civilian Personnel Officer or Civilian Personnel Officer, Civilian Personnel Division before conducting any UNION business at the installation and shall receive permission of the responsible supervisor before entering work locations to conduct UNION business. Visits by UNION representatives who are not employees of the EMPLOYER shall be governed by the Fort Sill security and other pertinent regulations and the EMPLOYER may require³ that such visitors be escorted by a representative of the EMPLOYER during their stay at Fort Sill.

Section 4

The EMPLOYER agrees that UNION officers, representatives and stewards who are employees of the EMPLOYER shall be allowed a reasonable amount of time as may be necessary away from their assigned duties without loss of pay to investigate and present employee grievances or complaints or to discuss with appropriate officials of the EMPLOYER other appropriate matters directly related to the work situation of the employees in the unit.

When a UNION officer, representative or steward needs to conduct representational duties, he will request permission from his supervisor and such permission will be granted in the absence of compelling circumstances to the contrary. When the representational duties involve meeting with a supervisor other than his own or a management official, the UNION official will obtain assurance that such supervisor or management official is available before seeking permission to leave his assigned work area.

When a UNION official has the need to meet with an employee on duty, he will determine that the employee is available and obtain permission from the employee's supervisor to meet for their discussion. When the employee cannot be immediately made available for discussion with the UNION official, the supervisor will arrange for the employee to be granted sufficient time off for the discussion as soon as practicable. An employee wishing to leave his work area during duty hours to meet with a UNION official will receive permission of his supervisor.

Section 5

The EMPLOYER agrees that all supervisors of unit employees shall make themselves available for discussion with UNION representatives. Supervisors will grant requests for appointments from UNION representatives as soon as possible and normally appointments will not be delayed beyond two working days, unless the delay is mutually agreeable or has been requested by the UNION representative. Normally, the manager or supervisor contacted will notify the UNION representative in two to three days of his decision; however, it is recognized by both parties that complicated problems may require longer periods. When longer periods are required, managers and the UNION representatives will be expected to establish mutually acceptable time limits.

Section 6

Activities concerned with the internal management of the UNION such as solicitation of memberships, campaigning for officers, and the distribution of literature or authorization cards, shall not be conducted during the working hours of the employees concerned.

Section 7

The EMPLOYER agrees to furnish to the UNION three sets of all applicable locally produced regulations and rules which pertain to the NAF employee.

ARTICLE VI

IDENTIFICATION AND COMMUNICATION WITH UNIT EMPLOYEES

Section 1

To facilitate communications between the UNION and employees and to enable the UNION to more effectively carry out its responsibility to represent all employees in the unit, the EMPLOYER shall furnish the UNION a list of all employees in the unit. The list shall be furnished within 30 days after an approved agreement for the unit is received by the EMPLOYER and monthly thereafter. The list will include names, grades and organizational assignments of all employees assigned to organizations to which employees covered by this agreement are assigned.

ARTICLE VII

PUBLICITY

Section 1

The EMPLOYER agrees to furnish space not to exceed four square feet (2' x 2') on one bulletin board in each organizational entity in the unit having at least five employees assigned provided that bulletin boards are present.

a. The supervisors responsible for each area shall designate the space on each bulletin board which shall be reserved for the posting of UNION material.

b. The UNION agrees that material posted on bulletin boards by the UNION or distributed within the confines of Fort Sill will not contain propaganda against, nor attacks upon any agency, individual, or activity of the Federal Government. Advertisements, circulars, placards, handbills, cards or notices relating to any private business and pictures, cartoons or other documents of a political character designed to influence an election in favor of any candidate or political party shall not be posted or distributed within the confines of Fort Sill. The distribution and posting of material by the UNION does not constitute endorsement of the material by the EMPLOYER or higher echelons of the Department of the Army, and nothing may be contained in the material distributed or posted which will appear to constitute an endorsement. The UNION shall be fully and solely responsible for determining that all material posted or distributed complies with these standards. However, management retains the right to take appropriate action if the material contains scurrilous or libelous statements against management, agencies, individuals or activities of the Federal Government or information relating to any private business, or information of a political nature.

Section 2

The cost of printing this agreement shall be borne by the EMPLOYER. The UNION will be furnished 100 copies of the printed agreement. Copies shall be posted by the UNION on bulletin board space reserved for the UNION.

Section 3

The UNION shall be allowed to use the internal message distribution service of the EMPLOYER to distribute printed material prepared by the UNION which is directly related to the work situation at Fort Sill and which is intended to be distributed to all employees in an organizational unit.

ARTICLE VIII

EMPLOYEE PERSONNEL INFORMATION

Section 1

The UNION and EMPLOYER shall encourage and assist employees in becoming aware of the privileges and responsibilities associated with their employment at Fort Sill including: (1) their responsibilities to become familiar with the guidance in AR 230-2; (2) their right to review their own Official Personnel Folder (201) or designate in writing a representative to review their 201; (3) where authorized by regulations, the right to be given copies of documents placed in their 201.

Section 2

Employees will be given an opportunity to initial favorable or unfavorable comments entered on FS Fort 1011, Counseling, Interview, and Exit Interview Record. The employee's initials indicate only that the employee is aware of such entries. His initials do not indicate concurrence/nonoccurrence with such entries.

Section 3

The EMPLOYER will inform all new employees that National Federation of Federal Employees, Local 273 is the exclusive representative and of their right to join or not to join.

ARTICLE IX

DUES WITHHOLDING

Section 1

The EMPLOYER shall deduct UNION dues from the pay of all employees who voluntarily authorize such deductions and who are employed within the bargaining units which this agreement covers, in accordance with the provisions set forth herein.

Section 2

UNION dues shall be deducted by the EMPLOYER from an employee's pay each payroll period when the following conditions have been met:

a. The employee either is a member in good standing of the UNION or has signed up for membership in the UNION subject to the payment of his first month's dues through voluntary allotment as provided herein.

b. The employee's earnings are sufficient to cover the amount of the allotment in each pay period.

c. The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the UNION.

d. The UNION through its authorized official has completed and signed Section A of the subject form on behalf of the UNION. For the purpose of this agreement the authorized certifying official for the UNION shall be the bookkeeper. The name and address of this official shall be submitted to the Payroll Office of the Central Services Agency by the bookkeeper of the UNION within five (5) calendar days after the execution of this agreement and kept current thereafter.

Section 3

The UNION agrees to procure the prescribed allotment form (Standard Form 1187) and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay. The UNION accepts the responsibility of informing and educating its members concerning the program for the allotment of dues and the uses and availability of SF 1187.

Section 4

Deductions of dues shall begin with the first pay period which occurs after receipt of Standard Form 1187 by the Payroll Office of the Central Services Agency.

Section 5

The amount of the UNION dues to be deducted each biweekly pay period shall remain as originally certified to on such allotment forms by its elected treasurer until change in the amount of such deductions is certified to by the bookkeeper and such certifications of change is duly transmitted by the bookkeeper to the UNION to the Payroll Office of the Central Services Agency.

Section 6

Any such change in the amount of any employee's regular dues with resultant change in the amount of the allotment of such employee per biweekly pay period shall become effective with the first pay period beginning after receipt of the notice of change by the Payroll Office, Central Services Agency or a later date if requested by the UNION. Changes in the amount of the UNION's dues shall not be made more frequently than once each 12 months.

Section 7

An employee's voluntary allotment for payment of his UNION dues shall be terminated with the start of the first pay period following the date on which any of the following occur:

a. Loss of exclusive recognition by the UNION for the unit in which the employee is assigned.

b. Movement of the employee by official personnel action (except temporary promotion or detail) outside of the unit in which the UNION has exclusive recognition.

c. Separation of the employee for any reason, including death or retirement or when he moves to a position not served by the same payroll office.

d. Receipt by the Payroll Office, Central Services Agency of notice that the employee has been expelled or has ceased to be a member in good standing of the UNION.

e. When this agreement is suspended or terminated by an appropriate authority outside of the Department of Defense.

Section 8

An allotment for the deduction of an employee's UNION dues may also be terminated by the employee through submission to the Payroll Office, Central Services Agency of a dues withholding revocation form (Standard Form 1188) or written memorandum properly executed in duplicate by the individual employee. The EMPLOYER will maintain a supply of Standard Forms 1188 for use in revoking an allotment and will make this form available only upon an employee's request. It is the employee's responsibility to see that his written revocation is received in the appropriate office on a timely basis. Termination of allotment under this section shall be effective with the first full pay period following either March 1 or September 1, whichever is the earlier, provided the revocation is received by the Payroll Office, Central Services Agency by such date. Upon the receipt in duplicate of any such properly executed Standard Form 1188 (or written memorandum) by the Payroll Office, Central Services Agency such official shall immediately transmit the duplicate of such form to the bookkeeper of the UNION.

Section 9

The UNION shall promptly notify the Payroll Office, Central Services Agency in writing when any member of the UNION who has authorized payroll allotment for withholding dues is expelled or for any reason ceases to be a member in good standing.

Section 10

The Payroll Office of the Central Services Agency of the EMPLOYER shall transmit to the bookkeeper of the UNION after each pay day all the following:

a. A list, in duplicate by name of each employee-member on voluntary allotment with the amount of the allotment deduction made for such employee-member. The list shall include the total monetary amount of all such deductions made and the names of those employees for whom allotments have been permanently or temporarily stopped and the reason therefore; e.g., moved out of the unit, separation, leave without pay, insufficient income during pay period.

b. A check drawn on the Central Services Agency and made payable to the bookkeeper of the UNION in an amount equal to the grand total of all such monetary deductions made, less two cents (2¢) for each such deduction. The check will be made payable and sent to the bookkeeper as identified in accordance with Section 2d of this agreement.

ARTICLE X
INCENTIVE AWARDS

Section 1

Recognizing the vitally important contribution suggestions make toward a better, more efficient, and less costly operation, the UNION shall fully support the Incentive Awards Program as it is implemented in the unit. The UNION shall demonstrate this support by:

- a. Designating a nonvoting representative to participate in the deliberation of the Incentive Awards Committee with respect to program planning and evaluation.
- b. Periodically, and at least semi-annually, publishing articles in the UNION newsletter promoting or explaining the program.

ARTICLE XI
CHARITY DRIVES

Section 1

The UNION agrees to cooperate with the EMPLOYER in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated; confidential gifts may be made by placing contributions in sealed envelopes; individual employees will not be contacted a second time after the initial contribution; and, no lists will be kept showing the names of the contributors and amounts of their contributions except those that are necessary to properly administer the program.

ARTICLE XII
REDUCTION IN FORCE

Section 1

When a reduction in force affecting unit employees is determined necessary, the UNION shall be notified of the approximate number of unit employees to be affected, the date displacement action is proposed, the reasons for the reduction in force, and that, upon request, a UNION officer or steward may have access to all relevant records pertaining to the reduction in force in the Civilian Personnel Office. The UNION agrees to protect the confidentiality of reduction-in-force information until the time and date of public release. The UNION will render its assistance in communicating to employees the reasons for the reduction in force. The EMPLOYER agrees to make every reasonable effort to abort or minimize a

reduction in force by adjusting the work force by other means, including reassignment where practical as determined by the EMPLOYER, instituting a freeze on new hires, etc.

ARTICLE XIII

CONTRACTING OUT OF WORK

Section 1

It is understood that decisions regarding contracting out of work are areas of discretion of the EMPLOYER and higher authority. As a matter of agreement between the parties hereto, the EMPLOYER will inform the UNION of any proposed contract which would result in a reduction in force of civilian employees in the unit.

ARTICLE XIV

JOB DESCRIPTIONS

Section 1

The UNION shall assist management in informing employees regarding the position classification system including:

- a. The responsibility of management to assign duties and responsibilities to positions in such a way that will result in the most economical and efficient organization.
- b. The Department of Army requirement that the statement, “performs other duties as assigned” be included on all job descriptions to illustrate the principle that the assignment of duties to employees is not limited by the contents of the job description.
- c. The Department of Army’s objective to avoid and eliminate the assignment of unrelated incidental duties to positions whenever possible through improved position structuring which requires that normally, assignments will be reasonably related to the employee’s position and qualifications.
- d. The employees’ rights to have the adequacy of their position descriptions and/or the classification of their positions discussed on an informal basis by either their supervisor or a position classification specialist and their right to submit and have resolved classification complaints when these informal efforts have not been resolved to the employee’s satisfaction.
- e. The requirement that all major duties which have a bearing on the grade level of the position or the qualifications required be included in position descriptions.
- f. The employees’ right to review the position classification standards pertaining to their positions.

ARTICLE XV

REEPLOYMENT PRIORITY LIST

Section 1

When it becomes necessary to separate employees from their positions by reduction-in-force action, the EMPLOYER agrees to establish and maintain for one year, a reemployment priority list. When a vacancy occurs, employees on the list will be offered the position in the order of their retention scores, beginning with the highest score, if qualified and available. The name of an employee separated from a full-time, indefinite position will be deleted when he accepts or declines a full-time, indefinite position with a representative rate the same or higher than that of the position from which he was separated. Under like criteria, the name of a former part-time employee will be removed from the list when he accepts or declines an indefinite part-time or full-time position.

ARTICLE XVI

EMPLOYEE TRAINING

Section 1

Training is an integral function of management at all levels. Supervisors, management officials, and the Civilian Personnel Office have a mutual responsibility to assure that training programs achieve the program objectives according to Department of Army policy. Supervisors at all levels and the Civilian Personnel Office share the following responsibilities:

- a. Plan, program, and budget to meet identified needs.
- b. Provide training based on identified and documented needs.
- c. Assure that training is accomplished in accordance with the overall dictates of economy, effectiveness, and mission priorities.
- d. Determine the effectiveness of training accomplished.

Section 2

The UNION will encourage employees to:

- a. Keep abreast of changes occurring in their field, craft, trade, profession or occupation.
- b. Participate in development activities in order to perform more effectively in current and future assignments. These development activities may include reassignment, job rotation, on-the-job training, and classroom training.
- c. Realize that not all training and development are directly related to their jobs and they have a responsibility for self-development, and for informing their supervisors and the Civilian Personnel Office of their accomplishments.
- d. Utilize and share with fellow employees new skills acquired through training.

Section 3

The EMPLOYER will plan and provide for training and development of employees as required to accomplish the mission. This may involve many different types of training such as refresher training, technical training, training in new or shortage skills categories, and on-the-job training. Selection for training will be from those employees best qualified to utilize the training.

Section 4

The EMPLOYER and the UNION will meet upon written notice of either party to consider the formalized training or retraining of employees. The EMPLOYER agrees to make a reasonable effort, including retraining, to minimize reduction-in-force actions resulting from the introduction of new equipment and processes.

Section 5

Employees may request a discussion with a Civilian Personnel Office representative to determine available courses and training that may assist them in their self-development.

Section 6

Subject to the following stipulations, officers and representatives of the UNION who are actively engaged in the labor management process may, in the absence of compelling work circumstances to the contrary, be granted administrative leave not to exceed eight hours within any twelve-month period to attend UNION-sponsored training courses:

- a. The information, briefing and/or orientation to be received in the training session must relate to matters that are of mutual concern to the EMPLOYER and the UNION.
- b. The UNION officer or representative desiring administrative leave to attend a UNION-sponsored training session will submit a written request through supervisory channels to the Civilian Personnel Officer. The request will specify who is to attend the session, the date(s) and the duration of the session, detailed agenda of the session showing topics to be covered and time to be devoted to each topic, and the date and hours for which administrative leave is requested.

ARTICLE XVII

TOURS OF DUTY

Section 1

Tours of duty will be established by the EMPLOYER to meet operational needs, to protect the health and well-being of employees or to enable them to participate in self-development programs. Such tours will be appropriately posted at least two weeks in advance.

Section 2

The selection of employees to be assigned to irregular tours of duty will be based on individual employee preferences and qualifications whenever possible. If assignment is required contrary to employee

preferences, selection will be made on length of continuous NAF Service at Fort Sill. The least senior employee (s) with the title and grade of the position(s) established for the irregular tour will be assigned to the irregular tour when sufficient employees do not volunteer for the tour.

Section 3

The EMPLOYER reserves the right to effect deviations from the principle of assigning employees to tours of duty according to seniority on temporary basis, not to exceed 15 calendar days for training and orientation.

ARTICLE XVIII

CLEAN-UP TIME

Section 1

Employees shall be granted adequate time for: (1) securing and returning tools, equipment and supplies; (2) changing clothes when the nature of the duties performed require the wearing of special clothing or results in clothing becoming dirty; and, (3) necessary cleaning of work areas whenever the work processes so require.

ARTICLE XIX

REST PERIODS

Section 1

Employees whose work situations meet one of the following criteria will be granted a rest period of 15 minutes during each four hours of continuous work:

- a. Hazardous work or that which requires continual and/or considerable physical exertion and rest periods are needed for protection of employees' health.
- b. Where there is a need to reduce the accident rate by removal of fatigue potential.
- c. Where the work is in confined spaces or in areas where normal personal activities are restricted.
- d. Where an increase in, or maintenance of, high quality and/or quantity production is traceable to the rest period.

Section 2

When there are unusual work requirements of an urgent nature to be met, the supervisor may determine that an otherwise authorized rest period will not be granted to an employee or group of employees.

ARTICLE XX

PRODUCTIVITY

Section 1

Efficient administration of each of the various fund activities is necessary to assure continuation of each fund. The parties agree therefore, that the attainment and maintenance of the highest standards of work performance, including quantity and quality is essential. Toward this objective, the UNION agrees to assist the EMPLOYER by encouraging unit members to seek and achieve their highest potential and productivity in their particular employment situation.

ARTICLE XXI

EQUAL EMPLOYMENT OPPORTUNITY

Section 1

The parties have a mutual obligation and a crucial role in the development and implementation of equal employment opportunity programs for unit members.

Section 2

The parties agree to cooperate actively and positively in their efforts to carry out any such affirmative action plans or programs to accomplish equal opportunity for all employees.

ARTICLE XXII

ENERGY CONSERVATION AND ENVIRONMENTAL PROTECTION

Section 1

The EMPLOYER and the UNION agree that conservation of our natural resources (including energy) and environmental protection efforts are vital issues to all employees. The UNION shall assist the EMPLOYER in such efforts by encouraging unit members to: (a) cooperate with and participate to their fullest extent practicable in EMPLOYER-initiated programs designed to conserve energy or preserve environmental conditions; (b) call to the attention of the EMPLOYER, practices, policies or conditions which contribute to waste or deterioration of our natural resources; (c) be alert to the possibility of other means of energy conservation or environmental protection other than those initiated by the EMPLOYER and submit suggestions of DA Form 1045 for possible post-wide adoption; and (d) participate in any other such practice(s) within the employee's capabilities that he/she may be able to accomplish independently in order to conserve energy or protect and/or preserve environmental conditions.

ARTICLE XXIII

CUSTOMER RELATIONS

Section 1

Good customer relations is an important ingredient in the success of any business or service. To achieve a good customer opinion, the collective effort of all employees is essential. The UNION agrees to cooperate

with management in promoting courtesy, tact, service and friendliness among unit employees when dealing with the customer.

ARTICLE XXIV

DISCIPLINARY AND ADVERSE ACTIONS

Section 1

Discipline is the responsibility of the EMPLOYER; however, disciplinary and adverse actions must be based on good cause, be consistent with laws and regulations governing such actions, and be fair and equitable. When it is determined by the EMPLOYER that disciplinary action is necessary, the employee will be informed of the reasons which cause the action to be necessary. When an employee is given written notice of proposed disciplinary action or adverse action, he shall be provided an extra copy and informed that it is for his representative or the UNION if he so desires.

Section 2

The parties agree that primary emphasis should be placed on preventing situations which may result in disciplinary actions through effective employee-management relations. Further, the parties agree that the purpose of discipline is to mold and correct rather than to punish or penalize. However, it is recognized that situations may develop which will require disciplinary action. When such a situation develops, a supervisor or other individual designated to act for management will informally gather all facts immediately available concerning the situation, and where deemed necessary by management, will interview the employee involved and others having information in such a way as to avoid embarrassment. At the request of the employee, his ship steward or other representative will be given an opportunity to enter his views concerning the matter. When all the facts have been gathered and disciplinary action appears to be in order, an appropriate written notice will be given to the employee. At this time and from this point forward, the employee will not be questioned further about the incident until he is allowed to exercise his prerogative to request or decline representation. If representation is requested, no further discussion will take place with the employee concerning the disciplinary action until the representative designated has been given a reasonable opportunity to be present.

Section 3

An employee who has a reasonable basis for believing that management is contemplating disciplinary or adverse action against him has the right to visit the Civilian Personnel Office to determine his rights and entitlements. He shall be allowed a reasonable amount of official duty time in which to make such a visit. The employee will first gain permission from his supervisor to leave the work area and such permission will be granted in the absence of compelling circumstances to the contrary.

ARTICLE XXV

GRIEVANCE PROCEDURE

Section 1

The purpose of this article shall be to establish a grievance procedure covering the interpretation or application of this agreement. This procedure will be the only grievance procedure available to employees and the UNION for resolution of matters involving interpretation or application of the agreement and may not be used for the resolution of any other type of grievance or dispute.

Section 2

The establishment of this grievance procedure will not preclude employees from bringing grievances, complaints, or matters of personal concern to the attention of appropriate management officials and having such matters adjusted without intervention or representation of the UNION. However, the UNION shall have the opportunity to be present at the time such adjustment is made. Questions as to interpretation of published Department of the Army or Department of Defense policies or regulations, provisions of law, or regulations of appropriate authorities outside the Department of Defense shall not be subject to this grievance procedure regardless of whether such policies, laws or regulations are quoted, cited or otherwise incorporated or referenced in this agreement.

Section 3

In exercising their right to seek resolution of complaints and grievances, employees and witnesses shall be free from any and all restraint, interference, coercion, discrimination or reprisal.

Section 4

An employee or group of employees in the unit may present such grievances to the EMPLOYER and have them adjusted, without the intervention of the UNION, as long as the adjustment is not inconsistent with the terms of the agreement and the UNION has been given the opportunity to be present at the adjustment.

Section 5

The parties agree that in the interest of harmonious, cooperative relationships and expeditious resolution of problems, differences regarding interpretation and application of the agreement should, whenever possible, be resolved informally at the lowest supervisory level.

Section 6

Grievances raised by employee or the UNION may also involve a possible violation of Section 19 of Executive Order 11491. In such cases, the aggrieved party may elect to grieve under the applicable grievance procedure, or may elect to file an unfair labor practice complaint, but not both.

Section 7

Grievances raised by employees or the UNION must be filed within 15 workdays after the act, or specific incident giving rise to the grievance. This time limit may be extended under circumstances which are determined by the EMPLOYER to warrant special consideration.

Section 8

The following procedures will be followed in the processing of grievances initiated by employees:

a. **FIRST STEP.** The employee or group of employees, along with the steward assigned to their work area, or other designated UNION representative, will present the grievance, either orally or in writing, to the immediate supervisor, pointing out the specific item(s) in the agreement which are at issue. The employee may elect to initiate the first step discussion with a higher level supervisor if he feels that discussion with his immediate supervisor would be prejudicial to his interest. The supervisor contacted will discuss the matter promptly and review the situation impartially. If pressing work requirements or other good reasons prevent prompt discussion, the grievant will be provided an explanation and an expected time when the discussion can be held. If the matter is within the scope of the supervisor's authority, an effort will be made to work out a mutually satisfactory solution. If not, or if the matter cannot be resolved, the discussion will serve as a basis for clarifying the problem and making a tentative determination as to the appropriate official to consider the matter in the second step.

b. **SECOND STEP.** If the grievance has not been resolved as a result of the first step discussion and the employee desires to pursue it, he will reduce the grievance to writing by completing Section 1 of the Grievance Form (FS Form 1460-R, see Appendix A) and present it to the steward or other designated UNION representative as selected in Step 1 who will complete the applicable portion of Section 2 of the form and give it to a UNION officer. The UNION officer will investigate the matter, and complete Section 2. If he determines the grievance merits no further consideration, he will so indicate on the form, and return the form to the supervisor who participated in the first step discussion. The matter will then be considered closed, and may not later be reopened. If the UNION officer indicates the grievance should be given further consideration, he will so indicate, and deliver the form to the manager (custodian) over the organization to which the employee is assigned within five workdays after the first step discussion. The manager (custodian) will arrange for the second step meeting, to be held within seven workdays of his receipt of the Grievance Form, or as soon thereafter as possible when circumstances preclude holding the meeting within seven workdays. The meeting will include the grievant, the UNION officer and other employees or officials who have information necessary for resolution or decision by the responsible official. If the matter grieved is within the authority of the manager (custodian) to decide, he will hold the meeting. If the matter is outside his authority, he will determine the official at the installation below the Commanding General, having authority to make decisions on the matter, and arrange for the meeting to be held with that official. The official who considers the grievance at this level will complete Section 3 of the Grievance Form, and attach a memorandum showing the consideration accorded the grievance, and his decision regarding the requested relief. The Grievance Form and three copies of the attachment will be delivered to the UNION officer within ten workdays after the second step discussion when possible. If the decision is acceptable to the employee or the UNION, the UNION officer will so indicate in Section 3, and forward the Grievance Form and one copy of any attachments to the director (manager/Custodian). The matter will then be considered closed and may not later be reopened.

c. **THIRD STEP.** If the decision reached as a result of the second step discussion is not acceptable to the employee, and the UNION agrees to pursue the grievance further the President of the UNION or his designee will complete Section 4, attaching his reasons why the decision is not acceptable. The form may then be submitted to the Civilian Personnel Officer, US Army Field Artillery Center and Fort Sill, Fort Sill, Oklahoma, seven workday after the UNION officer received the second step decision.

d. The above procedure (steps 1, 2 and 3) may be bypassed when a grievance seeks the review of a disciplinary or adverse action. The employee will, after completing Section 1 of the Grievance Form, submit the grievance directly to the President of the UNION or his designee within 15 calendar days after the effective date of the suspension or receipt of the decision letter which effectuates the reprimand. If the President of the UNION or his designee determines that the grievance should be submitted to arbitration, he must complete Section 4 of the Grievance Form and submit it to the Civilian Personnel Officer, US

Army Field Artillery Center and Fort Sill, Fort Sill Oklahoma 73503, within five calendar days after receipt of the Grievance Form from the employee.

Section 9

The following procedures will be followed in processing grievances initiated by the UNION:

a. **FIRST STEP.** The appropriate UNION officer will contact the supervisor or management official responsible for the action giving rise to the grievance. An attempt will be made to resolve the matter informally through discussion, and both parties will make a sincere effort to reach a mutually satisfactory agreement. If agreement cannot be reached, the first step discussion should serve to clarify the problem and specifically define the area of disagreement.

b. **SECOND STEP.** If the grievance is not resolved in the first step discussion and the UNION wishes to pursue it further, the UNION officer will reduce it to writing by completing Section 1 of the Grievance Form (FS Form 1460-R). The UNION officer will deliver the Grievance Form to the responsible manager (custodian) within five workdays after the first step discussion. The manager (custodian) who receives the form will complete Section 3 and attach a memorandum showing the consideration accorded the grievance, and his decision regarding the requested relief. The Grievance Form with three copies of the attachment, will be delivered to the UNION officer within ten working days from the date the form was received when possible. If the decision is acceptable to the UNION, the UNION officer will so indicate in Section 3 and forward the form and one copy of any attachment to the deciding official. The matter will then be considered closed.

c. **THIRD STEP.** If the decision reached as a result of the second step discussion is not acceptable to the UNION, the President of the UNION or his designee will complete Section 4 of the Grievance Form, attaching his reasons why the decision is not acceptable and request that the matter be referred to arbitration. The Form will then be submitted to the Civilian Personnel Officer, US Army Field Artillery Center and Fort Sill, Fort Sill, Oklahoma, 73503. The Grievance Form, attaching his reasons why the decision is not acceptable and request that the matter be referred to arbitration. The Form will then be submitted to the Civilian Personnel Officer, US Army Field Artillery Center and Fort Sill, Fort Sill, Oklahoma, 73503. The Grievance Form must be received by the Civilian Personnel Officer within ten workdays after the UNION officer received the second step discussion.

Section 10

A UNION official shall be allowed to handle grievances only to the degree that such representational duties do not unduly interfere with the performance of his EMPLOYER assigned duties.

Section 11

Disputes that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this grievance procedure will be referred to the Regional Administrator for the Assistant Secretary for Labor-Management Relations for decision.

ARTICLE XXVI

ARBITRATION

Section 1

Arbitration provided in this article may be invoked only by the UNION or the EMPLOYER. It was be invoked by the UNION only to resolve grievances processed through the negotiated grievance procedure of Article XXV, which the UNION President requests be submitted to arbitration. It may be invoked by the EMPLOYER only to resolve matters involving interpretation or application of this agreement which the parties have not resolved through informal efforts. For EMPLOYER only to resolve matters involving interpretation or application of this agreement which the parties have not resolved through informal efforts. For EMPLOYER initiated arbitration, the Civilian Personnel Officer shall provide the UNION written notification of the specific matter or matters for which arbitration is requested. In such cases, the arbitrator shall be selected, reimbursed for fees and expenses, conduct hearing and make awards in accordance with the provisions of Section 2 and 3 below governing the use of UNION initiated arbitration.

Section 2

a. Within 10 working days after receipt by the Civilian Personnel Officer of a properly completed Grievance Form containing the UNION's request for arbitration, the parties shall meet for the purpose of reaching agreement on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators.

b. The parties shall meet within three working days after the receipt of such list to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, then the EMPLOYER representative and the UNION representative shall each strike one arbitrator's name from the list of seven and shall then repeat this procedure until only one name remains. The remaining name shall be the duly selected arbitrator.

c. Within five working days after selectin of the arbitrator and receipt of his consent to arbitrate the matter, the EMPLOYER shall forward the entire file to the arbitrator. The method to be used in arbitrating the grievance or dispute is under the arbitrator's jurisdiction and control, subject to such rules and procedures as the parties may jointly prescribe. He is to make his own awards which shall be reasoned and write his own opinions based on their record established. He may not delegate this duty and responsibility to others in whole or part without the knowledge and prior consent of both parties. The power of the arbitrator may be exercised in the absence of either party who, after due notice, fails to be present or obtain a postponement. The award of the arbitrator, however, must be supported by evidence. It cannot be based solely upon the default of one of the parties.

d. The award shall be made not more than 30 days from the date of the closing of the hearing or the receipt of a transcript and any posthearing briefs, or if oral hearings have been waived, then from the date of receipt of the final statements and proof by the arbitrator, unless otherwise agreed upon by the parties.

e. The arbitration hearings shall normally be held during the regular day shift hours of the normal basic workweek. The aggrieved and not more than two UNION representatives and those employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be

excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

f. The arbitrator's reasoned award shall be mailed to the EMPLOYER, the aggrieved, if any, and the UNION.

g. The arbitrator's fees and expenses shall be borne equally by the EMPLOYER and the UNION, provided that travel and per diem will be paid at not more than the maximum rate payable to Department of Defense employees under applicable regulations. The EMPLOYER and the UNION shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with arbitration proceedings.

h. The aggrieved employee or the UNION may request elimination of previously requested arbitration at any time prior to the arbitral hearing. Such a choice is binding on both the employee and the UNION. In such cases the decision rendered by the deciding official at Step 2 (manager/custodian) of the negotiated grievance procedure shall be accepted as final unless it has been subsequently modified and the modified decision, which shall be final, has been transmitted to the aggrieved and the UNION.

Section 3

The arbitrator's award shall be confined to the issues submitted to him and shall be based on the provisions or provisions of the agreement in question. The arbitrator shall have no power to add to or subtract from, to disregard or modify, any of the terms of this or any agreements made by the parties.

Section 4

The arbitrator's award is binding on both parties except that either party may file exceptions to the award with the Federal Labor Relations Council under regulations prescribed by the Council and Department of the Army.

ARTICLE XXVII

DURATION OF AGREEMENT AND CHANGES

Section 1

This agreement shall remain in full force and effect for two years from the date of approval. Thereafter, the agreement will be automatically extended for two-year periods from the anniversary date unless either party gives written notice to the other party during the period of 60 to 90 calendar days prior to the end of the two-year period of its desire to modify or to terminate this agreement. If either party gives notice as aforesaid to the other party, representatives of the two parties shall meet within 20 days from receipt of said notice to consult regarding further negotiations or other courses of action. Either party giving notice of desire to modify this agreement shall at the same time such notice is given, provide the other party specific written proposals on all matters about which it desires to negotiate.

Section 2

This agreement shall terminate automatically effective on the date when it has been determined in accordance with the applicable laws and regulations that the UNION is no longer entitled to exclusive recognition in the unit which this agreement covers.

Section 3

Except when mutually agreed by both parties or when required to conform with the provisions of Article II, Section 8, changes and/or supplements to this agreement shall be considered only during the period of 60 to 90 calendar days prior to its expiration date or biennially thereafter during the period of 60 to 90 calendar days prior to the anniversary date of its approval.

Section 4

Modification or amendment of this agreement resulting from changes required to conform with the provisions of Article II, Section 8, the implementation of which is mandatory and not discretionary with the EMPLOYER, will be made by written notification to the UNION indicating the modification and the basis therefore. The parties will formulate a memorandum of understanding of such modification(s). Where appropriate, the contract will not be extended or renewed without such modification(s) being considered.

INWITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 7TH DAY OF OCTOBER 1974.

NEGOTIATION COMMITTEE

FOR THE EMPLOYER:

FOR THE UNION:

APPROVED:

Major General, USA
Commanding

President National Federation of
Federal Employees, Local 273

DATE: 16 January 1975

APPENDIX A
Grievance Form

Section 1

1. Name of aggrieved, position title, grade, and organization (if several, attach list):

2. This grievance involves the interpretation or application of Section _____
ARTICLE _____ of the written agreement.

3. Nature of the grievance as it affects you personally (describe the way in which the agreement has been interpreted or applied which gives rise to your grievance, to include the management official responsible, if known):

4. Corrective action desired:

5. Describe any efforts taken to resolve the problem informally, if any:

Signature

Date

Section 2

1. FOR USE OF DESIGNATED UNION REPRESENTATIVE:

I ___ concur, ___ do not concur that the above is a valid grievance and should be processed under the negotiated grievance procedure.

Signature

Date

2. FOR USE OF UNION OFFICER:

I have investigated the above grievance and have determined:

- a. ___ It is merited and should be given further consideration.
- b. ___ It is not merited or for other good and sufficient reasons should not be given further consideration.

Signature

Date

Section 3

1. FOR USE OF DECIDING OFFICIAL:

Date grievance received: _____.

Attached is my decision on the grievance described in Section 1 of this form.

Signature

Date

2. FOR USE OF UNION OFFICER:

Date of decision received: _____.

_____ The decision is acceptable to the employee or the union and no further consideration is desired. (This form and all attachments should be forwarded to the above deciding official.)

Signature

Date

Section 4

FOR USE OF PRESIDENT OF THE UNION OR HIS DESIGNEE:

_____ The decision is not acceptable for the reasons given in attachment. It is requested that the grievance be submitted to arbitration. (This form and all attachments should be forwarded to the Civilian Personnel Officer, US Army Field Artillery Center and Fort Sill, Fort Sill, OK, 73503.)

Signature

Date

DEPARTMENT OF THE ARMY
HEADQUARTERS U.S. ARMY FIELD ARTILLERY CENTER AND FORT SILL
FORT SILL, OKLAHOMA 73503-5100

AND

NATIONAL FEDERATION OF FEDERAL EMPLOYEES
LOCAL 273
FORT SILL, OKLAHOMA 73503

Notice to all NFFE Local 273 Bargaining Unit Employees

(Right to representation)

This is to advise you that pursuant to the provisions of the Federal Service Labor-Management Relations Statute and Article 4.6 of the NFFE Negotiated Agreement,

“You have the right to be represented by the NFFE (National Federation of Federal Employees) Local 273, at any examination by a representative of the agency in connection with an investigation if:

- (a) You reasonably believe the examination may result in disciplinary action, and,
- (b) you request representation.”

Civilian Personnel
Fort Sill, OK 73503
442-5259

Date March 31, 1994

NFFE Local 273
Fort Sill, OK 73503
442-2412

Date April 1, 1994