

AGREEMENT
Between
Camp Stanley Storage Activity (RRAD)
and
American Federation of Government Employees
Local 3961
Effective
January 20, 1988

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
	PURPOSE	2
1	EXCLUSIVE RECOGNITION AND COVERAGE OF THE AGREEMENT	3
2	PROVISION OF LAW AND REGULATION	4
3	NEGOTIATIONS	5
4	EMPLOYER RIGHTS	6
5	UNION RIGHTS AND OBLIGATIONS	7
6	EMPLOYEE RIGHTS	8
7	UNION REPRESENTATION	9
8	HOURS OF WORK	11
9	OVERTIME	13
10	HOLIDAYS	15
11	EQUAL EMPLOYMENT OPPORTUNITY	16
12	EMPLOYER/UNION COOPERATION	17
13	EMPLOYEE PERSONNEL FILES	18
14	EMPLOYEE COMPENSATION	19
15	RECORDS DISCLOSURE	20
16	CIVIC ACTIVITIES	21
17	PERFORMANCE APPRAISAL	22
18	SAFETY	23
19	INCLEMENT WEATHER	24
20	FOUL WEATHER CLOTHING	25

21	ENVIRONMENTAL DIFFERENTIAL PAY (EDP)	26
22	REDUCTION IN FORCE OR TRANSFER OF FUNCTION	27
23	POSITION CLASSIFICATION, DESCRIPTIONS, AND ASSIGNMENTS	28
24	WAGE SURVEYS	29
25	TECHNOLOGICAL DEVELOPMENTS	30
26	ANNUAL LEAVE AND LEAVE WITHOUT PAY	31
27	SICK LEAVE	32
28	COMMUNICATIONS	34
29	USE OF OFFICIAL FACILITIES	35
30	PROMOTIONS	36
31	DETAILS AND TEMPORARY PROMOTIONS	37
32	UPWARD MOBILITY	38
33	RETIREMENT/RESIGNATION	39
34	EMPLOYMENT OF RELATIVES	40
35	TRAINING	41
36	SURVEYS AND QUESTIONNAIRES	42
37	DISCIPLINARY ACTIONS	43
38	ADVERSE ACTIONS	44
39	GRIEVANCE PROCEDURE	45
40	ARBITRATION	48
41	CONTRACTING OUT	49
42	PAYROLL WITHHOLDING OF LABOR ORGANIZATION AFGE 3961 DUES	50

43	PUBLICATION	52
44	DURATION OF THE AGREEMENT	53

PREAMBLE

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the Camp Stanley Storage Activity, Red River Army Depot, San Antonio, Texas (hereinafter referred to as the Employer), and the American Federation of Government Employees, Local 3961 (hereinafter referred to as the Union).

PURPOSE

It is the intent and purpose of the Union and the Employer to maintain constructive relationships and to pledge themselves to cooperative efforts in contributing to efficient administration of the government's business conducted at the Camp Stanley Storage Activity and to the well-being of the civilian employees represented by the Union and assigned within the recognized unit.

It is recognized by all concerned that the Camp Stanley Storage Activity is an activity of the Department of Defense and that it must operate within its legally delegated authority.

It is further the intent and purpose to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting the conditions of employment in the unit located at the Camp Stanley Storage Activity in compliance with all laws, rules, and regulations governing such employment; and, to provide the employees of the unit the opportunity for participation in the formulation and implementation of appropriate policies and procedures in accordance with Title 5 U.S.C. regarding Federal Labor Management Relations.

Now, therefore, the parties hereto agree as follows:

ARTICLE 1
EXCLUSIVE RECOGNITION AND COVERAGE OF THE AGREEMENT

The Employer recognizes the Union as exclusive representative for all employees in the unit identified below:

INCLUDED: All permanent, nonsupervisory employees under the command jurisdiction of the Commanding Officer, Camp Stanley Storage Activity.

EXCLUDED: All management officials, professional employees, supervisors, and employees described in 5 U.S.C. 7112(b)(2)(3)(4)(6) and (7).

ARTICLE 2
PROVISION OF LAW AND REGULATIONS

In the administration of all matters covered by this agreement, officials of the Employer and the Union and employees of the bargaining unit are governed by Title VII of the Civil Service Reform Act of 1978 and existing and future laws; Government-wide regulations and published Army policies and regulations.

ARTICLE 3 NEGOTIATIONS

Section 1. It is agreed that the Employer shall negotiate with Local 3961 AFGE on all appropriate matters. It is understood that the Employer in this context means the Activity Commander or his designee.

Section 2.

a. Consultation as used in this agreement is understood to mean a meeting to discuss and/or inform the other party of matters of mutual interest and concern. Consultation does not mean negotiation. The Employer will consider views of the Union on matters of mutual interest and concern.

b. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Section 3. When the Employer proposes to implement a change in existing personnel policies and practices of unit employees, necessitated by higher echelon regulations, the Union will be given advance notice of proposed changes in writing and will have 17 calendar days to request negotiations.

Section 4. It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

Section 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title VII of USC and the rules and regulations of the Federal Labor Relations Authority.

ARTICLE 4
EMPLOYER RIGHTS

Section 1. Management officials of the activity retain the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and,

b. In accordance with applicable laws -

(1) to hire, assign, direct, lay off, and retain employees in the activity, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determination with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from -

(a) among properly ranked and certified candidates for promotion; or,

(b) any other appropriate source; and,

(4) to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Labor organization from negotiating –

a. At the election of the Employer, on the numbers, types, and grades of or positions assigned to any organizational subdivision, work tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or,

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 5
UNION RIGHTS AND OBLIGATIONS

Section 1. The Union accepts the responsibility for and agrees to represent in good faith the interests of all eligible employees in the unit without discrimination and without regard to membership in the Union.

Section 2. Representatives of the Union are obligated to meet and confer in good faith with the Employer with respect to personnel policies and practices and matters affecting working conditions as prescribed by Title VII, CSRA of 1978 and this agreement.

ARTICLE 6 EMPLOYEE RIGHTS

Section 1. Every eligible CSSA employee has the right, freely and without fear of penalty or reprisal, to form, join and assist any labor organization or to refrain from such activity and each employee shall be protected in the exercise of this right under this contract and Title VII, CSRA of 1978.

Section 2. Unit employees have the right to be represented by the Union at any examination by a representative of CSSA in connection with an investigation if;

- a. the employee reasonably believes that the examination may result in a disciplinary action against the employee; and,
- b. the employee requests representation.

Section 3. The Employer agrees to annually inform bargaining unit employees of this right and to advise new unit employees of this right during new employee orientation. The Employer will be responsible for annually distributing notification of representation rights in accordance with Title VII, CSRA of 1978 to each unit employee. If at any time during an investigatory examination an employee reasonably believes that discipline may result, and requests representation, no further questioning will take place until a representative is present.

Section 4. Neither party shall interfere with, restrain, coerce, discriminate against or take reprisal action against any unit employee(s) in the exercise of their rights to bring matters of concern to the attention of appropriate management or Union officials in accordance with applicable laws, rules and regulations and to choose their own representative in a grievance or appeal action except for matters raised under the negotiated grievance procedures.

Section 5. The Employer agrees to forward the Union a listing of all new unit employee(s) hired by CSSA on a quarterly basis. The list will include name, grade, title and shop symbol of each newly hired employee. When an employee is summoned for a formal discussion with the Employer, he will be told the nature of the meeting and afforded the opportunity of union representation, if requested. When the employee requests representation, a delay of the meeting will be made until arrangements can be made for a representative to be present.

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MEMORANDUM OP UNDERSTANDING

SUBJECT: Negotiated Amendment To Article 7 (Union Representation)

1. As per the collective bargaining agreement dated January 20, 1988, the following article shall be amended in accordance with Article 44 (Duration of the Agreement), Section 4.

ARTICLE 7 (AMENDMENT)

Section 5. In order to develop and maintain effective labor-management relations, the employer agrees to allow 4 hours of official time on Monday afternoons, Wednesday afternoons, and Friday mornings for one (1) designated executive officer of the union. Time allowed will be for representational, consultation, or negotiation purposes in accordance with 5 USC 7131.

2. This memorandum of understanding will be effective on date of acknowledgement.

FOR THE AGENCY:

FOR THE UNION:

ARTICLE 7
UNION REPRESENTATION

Section 1. The Employer agrees to recognize representatives designated by the Union. The Union will furnish and maintain with the Employer a complete and current list of union representatives, together with the designations of areas of representation.

Section 2. The Employer will recognize as stewards only employees who work in the bargaining unit covered by this agreement, and who are officially designated in writing by the Union. The Employer will be advised five (5) workdays in advance of new or changed designations of representatives. The Union will advise the supervisor(s) concerned when an employee is temporarily designated to serve in the absence of a regularly assigned representative.

Section 3. Union stewards, if otherwise in a duty status, will be allowed a reasonable amount of official time for representational purposes such as processing employee complaints, grievances, consultations, and negotiation with the Employer at the local level on matters in connection with this agreement. Stewards shall not use this assignment for matters outside the scope of this agreement and will conduct their business **with** dispatch. Time used during the normal duty hours will be with the knowledge and approval of the appropriate supervisor. Representatives entering employees' work area will notify the supervisor present in the work area prior to conducting Union business. Records maintained by supervisors of duty time spent by a representative require the employee to sign out when leaving and sign in immediately upon return to the employee's work station. If a representative's use of regular working hours for consultation with employees or the Employer interferes with the proper performance of his official duties as an employee, this matter will be objectively discussed with him and other officers of the Union in order to find a satisfactory solution. Employee will normally be scheduled for release on official time upon request, if the work situation will permit. When an employee cannot be provided a specific time for release from the work situation, a written denial will be provided.

Section 4. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union office, conducting elections for employee organization officers, and distributing literature, will be conducted outside of regular working hours. Union stewards may receive and investigate, but should not solicit complaints or grievances from an employee of the unit.

Section 5. The Employer will recognize representatives of the AFGE National Office. The Union or the national representative shall provide advance notice to the Employer of visits to be made by representatives of the National Office. Such representative shall be responsible for complying with rules of the Employer and acceptable conduct while visiting the Activity.

Section 6. Excused absence, ordinarily not more than eight hours within a 12-month period, may be granted to certain individuals to attend union sponsored training. Leave for attendance at union-sponsored training will be limited to employees who are actively engaged in the labor-management process. This would include elected officials and employees designated by the Union as representatives who deal with supervisory officials.

ARTICLE 8 HOURS OF WORK

Section 1. The basic work week normally will consist of five consecutive 8-hour workdays, Monday through Friday.

Section 2. Wherever possible two consecutive days off will be provided. As a minimum, one regular day off, preferably Sunday, will be provided.

Section 3. All tours of duty will be established and changed in accordance with applicable statute and regulations.

Section 4. A scheduled lunch period (excluding paid lunch periods) during which employees are entirely free of duty connected with the job, will not commence less than 3 nor more than 5 hours after the beginning of the work shift except in infrequent cases where an employee may be required to complete an important task or to provide coverage of the work site. In those instances, a lunch break as near as practicable to the normal one will be provided.

Section 5. Administrative work weeks and tours of duty within these administrative work weeks will be determined by Management to meet mission requirements. Procedures for staffing and changing tours of duty of an organizational element will be accomplished in accord with Section 6 below.

Section 6.

a. When job requirements necessitate more than one shift, assignment to first, second, or third shift will be made by employee preference, qualification, and departmental seniority. (Departmental seniority as used in this agreement means total service in the organization where competition occurs at CSSA.) Competition for shifts will be between employees of the same grade, job title and job number within the same organizational segment.

b. A canvass of employees for purposes of shift preferences will be conducted annually between the dates of December 1 and 15. The actual shift assignments will be made during the first full pay period in January of the following year. The results of the canvass will be retained by the supervisor until the next canvass. A copy of the canvass will be provided to the union prior to implementation of the shift assignments in January.

c. It is agreed that when making shift assignments based on departmental seniority, ties in seniority will be broken by considering the last four digits of employee's Social Security Number (to be referred to as the employee identification number). The smallest number will be the starting point, "highest seniority."

Section 7.

a. It is recognized that there will be situations where an employee should be permitted a shift assignment other than the one to which assigned. Preferential shift assignments will be limited to medical problems of the employee or a family member of his/her household, for a period not to exceed 45 days. In such cases, medical certification will be required. An employee is expected to make arrangements within the 45 days as necessary to permit return to the regularly assigned shift. The employee will justify through channels to the Employer the hardship situation requiring the employee to work another shift. The Employer will permit the Union to review the request and make its recommendations within 3 workdays. The Employer will be the approving authority for such requests.

b. Preferential shift assignment will be given to permit attendance at National Guard or Reservist meetings and for training. To be eligible for such preference, the employee will provide a statement signed by his unit commander indicating training dates, whether weekly or monthly, as well as summer training dates. Those whose tour of duty includes Saturday work who are required to train on Saturday will be scheduled for Saturday work for the remaining Saturdays in each month. The Employer will be responsible for reviewing each case and determining what tour of duty would be established depending on the needs of the organization and the individual employee.

Section 8. Arrangements will be made by the Employer to provide vending machines, or make other arrangements to afford employees access to refreshments during designated break periods.

Section 9. The Employer, at the end of an employee's work shift, will provide a reasonable amount of time for the employee to turn in or put away tools or Government property and equipment in the employee's possession, for clean-up of the employee's immediate work area, and personal clean-up necessitated by the nature of the employee's duties.

ARTICLE 9 OVERTIME

Section 1. Overtime assignments will be equitably distributed on a rotational basis among the employees who are assigned to the same job number and have the necessary qualifications within the immediate organizational element. The immediate organizational element is defined as a group of employees headed by a first level supervisor.

Section 2. Overtime rosters will be established and maintained current by the Employer for each organizational element, on a form mutually **agreed** upon by the Union and the Employer. Rosters will be established upon approval of this agreement. New rosters will be established on 1 January of each successive year of this agreement.

a. To establish an overtime roster, the first offering of overtime will be based on the seniority of the employees. The employee with the highest seniority will be offered the overtime first. In the event an employee refuses overtime when his/her name is reached on the roster, he/she will be credited with the amount that would have been worked. All subsequent offerings of overtime will be made according to the number of overtime ours credited to the employee with the employee having the least amount of overtime hours being offered the overtime first. In the event two or more employees have received an equal amount of overtime the employee with the highest seniority will be selected for overtime.

b. An employee away from his regularly assigned position (detail, temporary promotion, leave, light duty, etc.) will be credited with overtime that would have been offered had the employee been on duty in his/her permanently assigned position.

c. Employees on detail, temporary promotion, or reassignment to another organization will be entered on the overtime roster in the new organization with an average of the overtime hours assigned in that organization. Employees' overtime hours will also be averaged upon return to their "home" organization.

Section 3. When a sufficient number of employees do not accept offer of overtime, the Employer will direct the required number to accomplish the overtime work. The Employer will make reasonable effort to secure needed skills, if available in other organizations, before directing employees to work overtime. When directing employees to work, inverse roster order will be utilized for assigning the overtime.

ARTICLE 10 HOLIDAYS

Section 1. Eligible employees shall be entitled to all holidays prescribed by Federal law. All holidays designated by Executive Order shall be observed in accordance with provisions of the Executive Order.

Section 2. Observance of holidays will be in accordance with Employer's published policy. All regularly scheduled employees who are precluded from working due to observance of a holiday are entitled to the basic rate of pay for regularly scheduled non-overtime hours as if he/she had worked.

Section 3. Work to be performed on holidays will be assigned in the same manner as overtime work. A single roster will include offers of both overtime and holidays. Directed holiday work will be assigned in the same manner as directed overtime. Employees performing work on a holiday shall receive pay in accordance with that authorized by applicable regulations.

ARTICLE 11
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The parties agree they will work cooperatively to assure that all employees have equal employment opportunities and no one is discriminated against because of race, color, national origin, sex, age, or religion, handicapping condition, marital status, or political affiliation, in accordance with applicable law, higher directives, and this contract. In an effort to achieve this objective, the Employer will:

- a. Treat all employees equitably in all matters affecting or related to employment and career mobility.
- b. Implement, by action and deed, CSSA commitment to and support of the equality of opportunity.
- c. Fulfill those affirmative action requirements defined in CSSA plans that contain supervisory/managerial responsibility for effective and successful attainment.

Section 2. An affirmative Action Plan denoting equal employment opportunity in all aspects of employment and personnel practices will be published by the Employer. The Union may propose changes to the Affirmative Action Plan as it affects employees. Management will give good faith consideration to all suggested changes proposed by the Union.

Section 3. The Employer will appoint and train an equal employment opportunity counselor who shall be available to assist employees, upon request, in resolving their discrimination complaints through informal inquiry and action. The Employer agrees to consider nomination from the Union for the equal opportunity counselor.

Section 4. Representatives of the Local and Equal Employment Opportunity officials will meet as often as deemed necessary relative to equal employment matters. Requests for such meetings should include the subject matter to be discussed, including the issues involved, when appropriate.

Section 5. An employee who believes he/she has been discriminated against may pursue the dissatisfaction through EEO Complaint Procedures or the negotiated grievance procedure but not both. An employee shall be deemed to have exercised his option to raise the matter under either a statutory procedure or the negotiated procedure at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing under the negotiated grievance procedure, whichever comes first.

ARTICLE 12
EMPLOYER/UNION COOPERATION

Meetings will be held quarterly, or as needed, to discuss matters of interest to both parties.

- a. Matters to be discussed will be furnished the Office of Commander and the designated union representatives prior to scheduling a meeting.
- b. The meetings will be scheduled by the Employer and will be held during normal duty hours.
- c. Except by mutual consent, three representatives from each party will attend the meetings.

ARTICLE 13
EMPLOYEE PERSONNEL FILES

Section 1. Operating official files **will** be maintained in accordance with applicable regulations. Except for entries relating to matters for which the employee has been advised in writing, the employee will be given an opportunity to initial each entry made on the addendum card to his/her personnel record card (SF-7B), maintained by the supervisor. Should an employee decline to initial an entry, the shop steward will be asked to initial to indicate that the employee was made aware of the entry.

Section 2. The period of consideration for repeated formal disciplinary offenses is normally two (2) years. In the absence of a repeat offense, the entries on the SF-7B will be deleted after two years.

Section 3. Official Personnel Folders (201 Files) will be maintained in accordance with applicable regulations. Every effort will be made by both employees and the Employer to maintain these files in an up-to-date manner. Copies of documents in an employee's file will be furnished the employee upon proper request, as provided by regulations.

ARTICLE 14 EMPLOYEE COMPENSATION

Section 1. When an employee becomes ill or is injured in the performance of his duty, the employee may be compensated in accordance **with** the applicable law regarding entitlement to workers' compensation. The supervisor will advise the employee that compensation benefits can be used in lieu of sick or annual leave to include up to 45 days continuation of pay for traumatic injuries.

Section 2. An employee may elect to be placed on sick or annual leave in lieu of leave without pay to claim compensation. Leave without pay may be substituted for sick or annual leave upon approval of a claim before compensation is paid. The parties recognize that the Office of Workers Compensation approves or disapproves compensation claims and the amount to be paid. Employees making claims may be compensated and will be given an opportunity to elect a combination of sick leave or annual leave and leave without: pay to minimize the amount to be repaid if the claim is approved.

Section 3. The Employer will immediately notify the Union in the event of serious industrial injury, illness, or death, the name of the bargaining unit employee.

Section 4. A bargaining unit employee will be permitted **to review** documents relating to his/her claim for compensation which OWCP has authorized the Personnel Office to make available. The employee may be accompanied by his/her designated representative.

Section 5. Bargaining unit employees will promptly report to their supervisor all injuries or diseases sustained while in the performance of their duties. Prescribed report forms must also be completed and submitted by the employee to claim benefits under the compensation program. In cases of serious injury, the Employer will arrange for medical treatment and submit authorization forms as soon as practicable, but not later than the end of the next duty day. Supervisors will provide affected employees with one completed copy of CA-1 Form.

Section 6. The Employer will make every reasonable effort to keep bargaining unit employees informed of Compensation Program benefits. Both parties agree that employees should initiate a request to their supervisor for more detailed information, if necessary, concerning the program. The Employer will provide the requested information and/or refer the employee to the appropriate source for additional information.

ARTICLE 15
RECORDS DISCLOSURE

Employee personnel files and records will be maintained in accordance with applicable regulations. Access to their files will be on a need-to-know basis and will be in accordance with the privacy act and implementing instructions.

ARTICLE 16
CIVIC ACTIVITIES

Both parties endorse the concept of mutual support for certain charitable activities, for example, the Combined Federal Campaign, and agree to cooperate in regard to them.

ARTICLE 17
PERFORMANCE APPRAISAL

Section 1. Each employee in the bargaining unit will be evaluated on a timely basis under a performance evaluation system that includes critical and noncritical elements and standards of performance that comply with Army Regulations. In establishing performance elements and standards, employees will be encouraged to participate in this process. Each employee will be provided a copy of his/her annual performance evaluation.

Section 2. The Employer will counsel employees in relation to their overall performance on an as-needed basis when the employee's performance drops below a satisfactory level. Employees who are performing at an unacceptable level will be notified in writing. The employee will be given a reasonable time to bring his/her performance to an acceptable level. Normally, this opportunity- to-improve period will not be less than 90 days. An employee's performance that does not improve to a satisfactory level and adverse action is necessary will be provided a written notice of proposed action. The proposal and decision regarding the action will be issued timely and in accord with applicable regulations.

Section 3. The employee has a right to grieve his/her performance evaluation. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards. Grievances will be filed within 20 calendar days of receiving a performance evaluation.

ARTICLE 18 SAFETY

Section 1. The Employer and the Union agree that health and safety are among the highest priorities. The Employer agrees to maintain an effective and comprehensive occupational safety and health program in accordance with applicable rules, regulations, and directives.

Section 2. The Employer agrees that the Union shall have a representative on the CSSA Safety and Occupational Health Committee. The Union representative will serve as a fully participating member in the deliberation and activities of the committee. The committee will function in accordance with appropriate regulations.

Section 3. The employee, as a condition of employment, will wear or use protective clothing and/or equipment necessary for the performance of assigned work, such equipment and clothing to be furnished by the Employer. Employees will be responsible for the proper use, safeguarding and maintaining in proper condition, any such equipment or clothing issued to them.

Section 4. In the course of performing their regularly assigned work, employees and Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed, employees or Union representatives shall report them to the supervisor. If the safety question is not settled, the supervisor shall refer the matter to the appropriate authority for resolution.

Section 5. The Union and the Employer will encourage all employees to report all accidents immediately, as required by existing regulations. The Employer will comply **with** regulations concerning reporting of accidents and providing medical services to employees.

ARTICLE 19
INCLEMENT WEATHER

The parties recognize the temperature conditions in and around work areas can have a direct bearing on employees' comfort, morale, health, and safety. In determining the stress that temperature extremes may place on individual employees, the personal comfort and the health of the employee will be taken into consideration as well as related factors such as wind, chill factor, air flow, the work to be performed, and similar considerations. Where the Employer determines the temperature in a particular work area or site exceeds recognized standards for the type of work being performed, the Employer will take precautionary measures to reduce the risk to employees exposed. Such measures will include reduction of work being performed, increased frequency, or duration of break periods, etc. This article shall apply to both heat and cold exposure situations.

ARTICLE 20
FOUL WEATHER CLOTHING

Adequate foul weather clothing deemed necessary by the Employer will be provided for employees required to work outside in inclement weather.

ARTICLE 21
ENVIRONMENTAL DIFFERENTIAL PAY (EDP)

Section 1. An environmental differential may be paid to wage employees who are exposed to a hazard, physical hardship, or working condition of an unusually severe nature, when such exposure is not taken into consideration in the job-grading process. Such payments, if determined authorized by management or the OPM, will be in accordance with FPM Supplement 532-1.

Section 2. Such a differential is authorized only when the hazard, physical hardship, or severe working conditions have not been practically eliminated by protective facilities or protective devices.

Section 3. Appendix J of FPM Supplement 532-1 is a schedule of environmental pay differentials which defines approved categories for which payment of EDP is appropriate. The amount of the differentials listed in Appendix J are authorized only when the exposure is under the circumstances described in the category listed. The determination of whether the differential is payable under Appendix J, or whether the hazard has been practically eliminated is the responsibility of the Employer.

Section 4. Local situations not covered by one of the defined categories in Appendix J do not warrant payment of a differential. However, consideration may be given to requesting the OPM to determine whether payment of a differential is authorized in such cases.

Section 5. The Employer will make appropriate regulations available to employees denied EDP on an appointment basis. The employees must request appointment within three (3) days after denial. Management must respond within five (5) days.

ARTICLE 22
REDUCTION IN FORCE OR TRANSFER OF FUNCTIONS

Section 1. Transfers of function and the separation, demotion, or furlough for more than 30 calendar days by reduction in force from a competitive level will be accomplished in accordance with applicable rules and regulations.

Section 2. The Employer agrees to notify the Union in advance of implementation of officially approved reduction in force or transfer of function actions affecting the bargaining unit, at which time the Union may make its views and recommendations known concerning the implementation of such actions. Initial notification to the Union representatives will be general information and will not be specific as to individuals affected.

Section 3. The Employer agrees that an employee affected in a workforce adjustment will be given the opportunity to meet with the RIF Committee and review information to which entitled pertaining to his/her placement under RIF procedures.

Section 4. Any career or career/conditional employee who is separated because of reduction in force will be placed on the Re-employment Priority List, in accordance with applicable rules and regulations. Such employees will be given preference to which entitled for re-hiring in temporary and permanent positions for which qualified. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

ARTICLE 23
POSITION CLASSIFICATION, DESCRIPTIONS, AND ASSIGNMENTS

Section 1. Position descriptions contain the principal duties, responsibilities and related factors required for purposes of classification. Position descriptions for each category of employees in the unit will be prepared and grade determinations made in accordance with applicable rules and regulations. Position description terminology "other duties assigned" refers to duties not covered in the job description. Normally, the Employer will avoid assigning to employees incidental duties which are inappropriate to their position and qualifications. When an employee is assigned duties not covered in the Job Description which are expected to be a continuing requirement, the Employer will initiate action to revise the position description and appropriate classification action.

Section 2. An employee who believes his/her position is improperly classified will first discuss the matter with the immediate supervisor. When necessary to explain the basis for the classification, the supervisor will arrange for the appropriate staff official to meet with the employee and the supervisor. If not resolved, the employee may file a classification appeal under DA and/or OPM appeal procedures. The employee may designate a representative to assist in presentation of the appeal. The representative will be permitted to attend all meetings, and will be provided a copy of all correspondence that is furnished the employee in connection with the appeal.

Section 3. The Employer agrees that employees will be assigned to work which is appropriate to their job descriptions, taking into account the mission of the activity. The Employer agrees to advise the Union as soon as practicable of any formal proposed position and pay management action which adversely affects the grade of employees of the unit in any given position groupings.

ARTICLE 24
WAGE SURVEYS

Section 1. Wage surveys will be conducted and implemented in accordance with statutory and regulatory directives as implemented by the DoD Wage Fixing Authority.

Section 2. Employees in the bargaining unit who serve as official data collectors in a local wage survey or who make presentations at hearings before the Wage Survey Committee will be authorized official time for these activities.

ARTICLE 25
TECHNOLOGICAL DEVELOPMENTS

Section 1. The Employer and the Union recognize that technological developments frequently add to the efficiency and productivity of the Employer. The Employer agrees to make every reasonable effort to minimize reduction-in-force resulting from the introduction of new equipment or processes.

Section 2. Consistent with manpower requirements, it shall be the responsibility of the Employer to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency of employees in their assigned positions, to determine the number and types of employees to be trained and to provide the means and facilities to furnish such training.

ARTICLE 26
ANNUAL LEAVE AND LEAVE WITHOUT PAY

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations. Annual leave will be granted to employees for the purpose of rest, relaxation, recreation, or other justifiable reasons consistent with workload requirements.

Section 2. The Employer will grant emergency leave on an individual basis dependent upon the nature and circumstances in each case. Call-in time will be within two (2) hours of the beginning of the work shift. Employees will contact the Employer or persons designated to receive such requests. If persons designated are not available, the employee must leave a message with the person accepting the call, and provide reason for the absence and anticipated duration. Such calls meet the requirement of reporting the unscheduled absence, but do not guarantee leave approval. Employees who occupy positions providing security, utilities services, and safety services, may be required by policy of the major organization in which employed. To notify a designated management official of the need for emergency annual leave prior to shift changes.

Section 3. Requests for annual leave for other than vacation periods will be favorably considered when workload permits. When all requests for leave cannot be granted without mission impairment, the supervisor will consider the reasons given and determine who will be granted leave. A determination will be given as soon as possible, but normally not later than two (2) workdays after receipt of a request for leave.

Section 4. The Employer agrees to approve annual leave scheduled for vacation purposes on the basis of preference and service computation date giving each employee an opportunity to schedule one to two **weeks** of annual leave. Subsequent schedules will be approved on the basis of preference by service computation date of employees, however, the subsequent preferences will not undo the first schedule approval.

Section 5. Workload permitting, a proper request for annual leave on an employee's birthday will be granted provided the employee has annual leave sufficient to cover the absence.

Section 6. Leave without pay (LWOP) will be granted in accordance with applicable law and regulations.

ARTICLE 27 SICK LEAVE

Section 1. Employees shall earn and be granted sick leave in accordance with applicable regulations and provisions of this agreement. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement; medical, dental, or optical examination; or when confined because of exposure to a contagious disease.

Section 2. Request for sick leave will be made in advance of scheduled appointment for medical, dental, or optical treatment. f Other sick leave absences will be reported by contacting the Employer within two (2) hours after the start of the tour of duty. When persons designated are not available to be contacted, the employee will leave a message with the person accepting the call, providing the reasons for the absence and anticipated duration. Such calls meet the requirement of reporting unscheduled absences, but do not guarantee leave approval. When absence for incapacitating illness or injury will be for a period of more than three (3) consecutive workdays, it is the employee's responsibility to keep the Employer informed of the date on which the return to duty is expected. Employees who occupy positions providing security, utilities services, and safety services, may be required by policy of the major organization in which employed, to notify the Employer of the need for sick leave prior to shift changes. Employees shall make every effort to make appointments at hours that will result in the least possible disruption to their normal working schedules.

Section 3. Sick leave requires the approval of the Employer. If the employee is absent three (3) consecutive workdays or less, and not attended by a physician, the employee's personal written statement as to the nature of the illness, and that he was incapacitated for duty will be accepted in lieu of a doctor's certificate; except where an employee is under a letter of instructions relating to sick leave. The Employer is responsible for assuring that any sick leave approved is warranted by circumstances outlined herein. When, in individual cases, there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the grant of sick leave thereafter in any amount. In such cases, the employee will first be counseled regarding the use of sick leave and a memo for record of such counseling will be provided to the employee.

Section 4. The Employer will review, at least semi-annually, the official sick leave record of each employee who has been issued a letter requiring medical certification of incapacitation for absence of less than three (3)

workdays. When such review reveals reasonable evidence that the employee has not abused sick leave privileges during the review period, the employee will be advised in writing of the results of this review.

ARTICLE 28 COMMUNICATIONS

Section 1. All new employees to the Unit shall at the time of appointment be informed that AFGE Local 3961 is the exclusive representative of employees in the unit. When an employee is initially assigned to a unit, the appropriate supervisor will inform the employee the names of the stewards, assigned to CSSA. New employees will be provided a copy of the current agreement.

Section 2.

a. The Employer will furnish the Union a copy of each installation regulation relating to personnel policy, practice, or working conditions. These copies will be furnished as issued.

b. Upon request, related regulations of higher authority will be made available for review by the Union.

Section 3. The Union will be authorized to use 1/5 of the space of each official bulletin board. Information posted by the Union will not violate any law, regulation, or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will maintain its designated bulletin board space in a neat and orderly manner, and will insure that material is kept current.

ARTICLE 29
USE OF OFFICIAL FACILITIES

Section 1. As needed and upon request, space will be made available for union officials to conduct union business as it relates to this agreement. Request will be made as far in advance as practicable to allow the Employer time to designate a place that offers the Union privacy.

Section 2. A filing cabinet with lock will be made available for the Union's use in maintaining their files relating to this agreement.

Section 3. Official Telephones. The Employer will allow Union officers and stewards to use Employer's telephones in the performance of functions related to the administration of this contract. Employees will be allowed use of the phones upon reasonable request for the purpose of seeking union representation in regards to the contract and for the purpose of contacting the personnel office at Red River Army Depot. The Union will have access to the Employer's autovon lines to communicate with RRAD labor relations staff on matters appropriate for consultation or negotiation.

Section 4. The Union will appoint a representative to serve on the welfare and morale committee, the wildlife management committee, and any future committees dealing with the health, morale and welfare of its bargaining unit members.

ARTICLE 30 PROMOTIONS

Section 1. The Employer agrees that all competitive promotion actions will be based on merit and will be made in accordance with applicable law and regulations. The Union and the Employer agree that the purposes of the Merit Promotion Plan are to insure that employees are given full and fair consideration for advancement and to insure selection from among the best qualified candidates.

Section 2. The Employer will post all merit placement and promotion plan vacancy announcements on bulletin boards in areas where they will be accessible to all employees during the normal work day.

Section 3. It is the employees' responsibility to assure that their individual official personnel folders (OPF) contain all pertinent experience and education information for promotion and placement purposes.

Section 4. Applicants will be required to adhere to instructions on promotion forms. Applications will be rated on experience, education and training as shown on the Qualifications Statement. Job descriptions may be attached to applications for promotion and will be considered in the rating process. Experience, training, and education claimed on an application must be documented in the official personnel folder at the beginning of the opening date of the announcement.

ARTICLE 31
DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is a temporary assignment of an employee to a position other than his/her permanent position. A detail may be at an equal, higher, or lower grade level than the employee's permanent grade, for a specific period of time. Upon the completion of the detail, employee returns to his permanent position.

Section 2. Details will be made for brief periods to meet the particular needs of the situation requiring the temporary service of an employee. The duration of details will conform to the time limits established by regulations. Details will not be used in lieu of other appropriate personnel actions such as recruitment, promotion, or transfer.

Section 3. Selections of employees for detail assignments will be made on a fair and impartial basis. The selecting official shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to insure that details are recorded and timely terminated.

Section 4. Non-competitive details to the same or lower graded duties will normally be made from among highly qualified employees within the immediate organizational element concerned. This does not limit management's right to consider employees from outside the organizational element to obtain a highly qualified employee for the assignment.

Section 5. When making application for a promotion, an employee may present information relative to detail assignments if he believes such information has a bearing on his qualifications.

Section 6. Employees temporarily assigned to perform duties of a higher graded position will be temporarily promoted when the assignment exceeds 45 days and the employee is qualified for the promotion.

Section 7.

a. Details for less than 30 days to higher grade positions or to positions **with** promotion potential. or for less than 120 days to same or lower grade positions, will be documented on employees' record cards.

b. Details for more than 30 days to higher grade positions or to positions with promotion potential, or other details for 120 days or more to same or lower grade positions will be documented by personnel action requests (SF 52).

ARTICLE 32
UPWARD MOBILITY

Section 1. The Upward Mobility Program as established by the Employer will be IAW the requirements of applicable law and regulation.

Section 2. The program will be designed for all employees in the CSSA System who meet the criteria established by higher level regulation.

Section 3. Employees who are eligible and who wish to apply for the Upward Mobility Program must submit their applications for designated Upward Mobility positions when they are advertised. (To be considered for the program, an employee must make application.)

Section 4. Opportunities in the Upward Mobility Program shall include, but not limited to the following types of assignments:

- a. Formal training opportunities.
- b. Collateral job assignments as appropriate.
- c. Career ladder assignments as appropriate.
- d. All such assignments will be subject to the competitive procedures of the Merit Promotion Plan.

ARTICLE 33
RETIREMENT/RESIGNATION

Section 1. Employees who are within one year of retirement eligibility and who are seriously considering retirement may request computation of approximate annuity. Computations will not normally be provided more than once a year.

Section 2. An employee is free to resign at any time~ to set the effective date of the resignation and to have his/her reasons for resigning entered in his/her official records.

ARTICLE 34
EMPLOYMENT OF RELATIVES

The employment and assignment of close blood relatives or husband and wife will be in accordance with law and applicable regulations.

ARTICLE 35
TRAINING

Section 1. The Employer and the Union agree that the training of employees is a matter of importance. The Employer shall determine appropriate training and will select the employees to receive the training consistent with mission requirements and subject to budgetary and regulatory limitations.

Section 2. A record of the employee's training shall be documented and placed in the employee's personnel file including the employee's SF-7b card.

ARTICLE 36
SURVEYS AND QUESTIONNAIRES

The Union will be advised prior to the implementation of changes resulting from management-initiated surveys or questionnaires that relate to personnel policies, practices, or working conditions.

ARTICLE 37 DISCIPLINARY ACTIONS

Section 1. Disciplinary actions, for the purpose of this article, are defined as informal corrective actions, written reprimands, and suspensions of 14 days or less. Informal discipline is defined as oral reprimands and warnings involving violations of rules, regulations, standard of conduct, or safety practices.

Section 2. All disciplinary actions will be consistent with applicable law and regulation governing such actions and will be fair and equitable. Management agrees to follow appropriate progression of penalties for the rehabilitation of employees.

Section 3. When effecting suspensions of 14 days or less, the employee will be informed in writing of the reasons for the action and the right and time frames in which the employee may reply to the proposal to suspend. The employee will be issued a written decision on or before the effective date of the suspension. A written reprimand and a decision to effect a suspension of 14 days or less will include the employee's grievance rights.

ARTICLE 38
ADVERSE ACTIONS

Section 1. An adverse action for the purpose of this article is defined as suspensions for more than 14 days, removals, reduction in grade or pay, and furlough of 30 **days or less**.

Section 2. Adverse actions will be consistent with applicable law and regulations. No employee will be subject to an adverse action except for such cause as will promote the efficiency of the Service.

Section 3. When effecting an adverse action, the employee will be informed in writing of the reasons for the adverse action and the right and time frames for replying to the proposed action. The employee will be issued a written decision on or before the effective date of an adverse action. The decision notice will include the applicable appeal rights. The regulations of Department of Army and Merit Systems Protection Board will determine the procedures to be followed for effecting adverse actions.

Section 4. An employee may elect to grieve an adverse action using this negotiated grievance procedure or to appeal under the statutory procedure established by law and regulations, but not both. An employee shall be deemed to have exercised the option to grieve or to appeal an adverse action at such time as the employee timely files a notice of appeal under the statutory procedure or timely files a grievance in writing under the negotiated grievance procedure, whichever comes first.

ARTICLE 39
GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. A grievance is defined as any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning:

(1) The effect or interpretation, or a claim of breach of this Agreement; or

(2) Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2. The Negotiated Grievance Procedure is the sole procedure available to employees in the bargaining unit for resolution of covered matters.

Section 3. A reasonable amount of official time will be allowed union representatives to investigate, prepare and present grievances. A reasonable amount of official time shall be determined by balancing the impact of employee performance and efficiency, effective conduct of the Government's business, and rights of employees to be represented.

Section 4. The following matters are specifically excluded from consideration under the Negotiated Grievance Procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for National Security reasons.
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in the reduction in **grade** or pay of an employee.
- f. Termination of any employee during the probationary period.

Section 5. Disputes over what is subject to the grievance procedure shall be referred to an arbitrator as a threshold issue in the related grievance.

Section 6. Nothing in this article precludes an employee or group of employees from presenting their own grievances and from having 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 represented at formal discussions of the grievance and be present at adjustment of the grievance. When a unit member uses these negotiated grievance procedures, he/she must represent himself/herself, or must be represented by a steward or other representative designated by the Union.

Section 7. To provide for the mutually satisfactory settlement of matters covered by the Agreement, the following procedures will be followed:

NOTE: Except as provided for in this agreement, grievances will be discussed with the employee's immediate supervisor within 20 calendar days after the occurrence of the matter out of which the grievance arose, or within 20 days of the employee's first knowledge of the occurrence.

Step 1. Each dispute or grievance shall be taken up informally by the aggrieved employee(s), the steward and the appropriate supervisor. The supervisor must give his answer to the grievance in writing within ten (10) calendar days.

Step 2. If no satisfactory settlement is reached between the aggrieved employee(s), the steward, and the supervisor, the grievance shall be reduced to writing on an appropriate form provided by the Union stating the exact nature of the grievance, date incident occurred and remedy sought. It shall be submitted within ten (10) calendar days to the next level of supervision. Upon receipt of a second step grievance, the supervisor(s) concerned shall meet with the aggrieved employee(s) and steward within ten (10) calendar days after receiving the written grievance. A written decision will be rendered within ten (10) days after the meeting.

Step 3. If no satisfactory settlement is reached at the second step, the written grievance will be submitted within ten (10) calendar days to the Commander for processing. Upon receipt of a third step grievance, the Commander, or his designated representative(s) shall arrange to meet within ten (10) calendar days with the employee and his/her representative to discuss the grievance. A written decision will be rendered within ten (10) calendar days after the meeting.

Section 8. All time limits may be extended by mutual agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or

employee to advance the grievance to the next step. Failure of the Union or employee to observe the stated or extended time limits shall constitute withdrawal of the grievance. The aggrieved (employee or Union) may withdraw the grievance at any time.

Section 9. If the Employer or the Union submits a grievance, the grievance must be filed within 20 days of the incident or within 20 days from the awareness of a grievance. In the case of an Employer-initiated grievance, the President or his/her designee will receive the grievance. In the case of a Union-initiated grievance, the Commander or his/her designee will receive the grievance.

Section 10. Any grievance not resolved under the terms of this article may be referred to arbitration by either the Union or the Employer in keeping with the provisions of Article 40, Arbitration.

ARTICLE 40 ARBITRATION

Section 1. In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked within 20 workdays from receipt of a final decision.

Section 2. Within five workdays from the date of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation Service to provide a list of impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) workdays after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and Management will each strike one name from the list and shall then repeat the procedure. The remaining name shall be the duly selected arbitrator. A flip of the coin will decide which party strikes first.

Section 3. The fee and expenses, if any, of the arbitrator shall be borne equally by management and the Union provided the fee of the arbitrator shall be in accordance with applicable rules and regulations. The cost of a verbatim transcript, if mutually agreed upon by the parties or requested by the arbitrator, shall be shared equally. In the absence of mutual agreement for a transcript, either party may request that a transcript be prepared but must bear all costs incurred in the preparation of the transcript.

Section 4. The arbitrator will be requested by the parties to render his decision as quickly as possible but in any event no later than 30 calendar days after the conclusion of the hearings unless the parties otherwise agree.

Section 5. The parties will in good faith attempt to define the issue. If complete agreement cannot be reached on the issue prior to arbitration, the parties will present their respective issues to the arbitrator at the hearing. The arbitrator will then determine the issue to be heard.

Section 6. Either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulations.

ARTICLE 41
CONTRACTING OUT

Section 1. When the Employer determines the necessity to contract-out work which is performed by bargaining unit employees, the Employer agrees to notify the Union as soon as practicable. The Employer will brief the Union with respect to the projected impact on bargaining unit employees.

Section 2. The Employer agrees that any contracting-out of work normally performed by bargaining unit employees will be in accordance with applicable law and governing regulations.

ARTICLE 42
PAYROLL WITHHOLDING OF LABOR ORGANIZATION AFGE 3961 DUES

Section 1. The Union and the Employer agree that any eligible employee who is employed in the bargaining unit, may authorize an allotment of pay for the payment of dues for membership, provided;

- a. The employee submits a Standard Form (SF) 1187.
- b. The employee continues his employment at CSSA in the unit for which exclusive recognition has been granted.
- c. The employee has voluntarily submitted a request for such allotment of pay, and
- d. The employee receives each pay period sufficient net salary to cover the allotment after other legal and required deductions have been made.

Section 2.

- a. A designated representative of the Union will receive the forms from members who request an allotment and will complete required sections of the authorization forms and submit them to the Payroll Office.
- b. Allotments authorized on properly completed and certified forms which are received in the Payroll Office three (3) workdays before the beginning of a complete pay period will be processed and the authorized amount withheld from the employee's pay for that period, provided the amount of pay due after legal and other established deductions is sufficient to cover the full amount of the allotment for dues. Withholding of the authorized amount will continue until the allotment is terminated under one of the conditions stated in Section 4. If the amount of regular dues is changed, the Union will notify the Payroll Office, in writing, of the change and this memorandum will be amended to reflect the revised amounts established in accordance with regulations.

Section 3. Upon disbursement for each pay period, the Payroll Office will certify for payment the net amount withheld. The check will be made out and sent to: Treasurer, AFGE Local 3961, San Antonio, Texas, 78201. The check will be accompanied by a list of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld, and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the

deductions, and those whose allotments are being terminated at the beginning of the next pay period.

Section 4. The Payroll Office will terminate an allotment:

a. If the Union loses required recognition under any of the conditions specified in PL 95-454, the allotments of all members will be terminated at the end of the pay period following loss of recognition.

b. The allotment of an individual employee will be terminated at the end of the pay period when, or during which, he separates from the agency or moves to a position not included within the unit of recognition.

c. The allotment of an individual employee will be terminated effective with the first complete pay period after the Payroll Officer receives written notice from the Union that the employee is no longer a member in good standing in the Union. The Union will notify the Civilian Payroll Office in writing within five (5) workdays when an employee with a current allotment ceases to be a member.

d. At the beginning of the first pay period one calendar year after the employee's dues have been withheld; and, after the allotment has been in effect for a one-year period, an employee wishing to submit a revocation must make the submission no less than 30 days before the anniversary date of the allotment. The revocation of dues will become effective at the beginning of the first full pay period following the anniversary date of the allotment. The revocation request should be made on a Standard Form 1188.

e. A supply of SF-1188's will be maintained by the Employer. An employee may request one of these forms personally or in writing from the Employer. The form will be released only upon proper request of an employee.

ARTICLE 43 PUBLICATION

Section 1. Printing. The Employer will be responsible for providing (3-1 1/2" x 5-1/2") copies of this agreement at its expense to supervisors and management officials and to each member of the bargaining unit. It is further understood that proof copies of the agreement will be reviewed and approved by the Agency and Union prior to final printing. The Union will be provided 20 courtesy copies and may purchase additional copies of the agreement from the Employer at the Employer's cost.

Section 2. Distribution. The Employer will, immediately upon approval of the agreement by the Agency, initiate action to publish the agreement. Distribution will be made to supervisors immediately upon publication. The Employer will publicize the availability of the agreement when distribution is made. Bargaining unit employees will obtain their copy of the agreement from the Employer.

Section 3. New Employee Information. The Employer agrees that when a new employee is hired into the bargaining unit i. the immediate supervisor will offer the new employee a copy of this agreement.

ARTICLE 44
DURATION OF THE AGREEMENT

Section 1. This agreement shall have a duration of three (3) years from the date of its approval by the head of the agency or from the 31st day after execution, whichever is sooner.

Section 2. Either party may 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 renegotiation of said agreement and until such time as a new agreement is approved. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for up to three-year periods, subject to the other provisions of this article and to provisions of law.

Section 3. This agreement may be supplemented at any time provided the parties mutually agree to do so. Any request for supplement shall be in writing and must be accompanied by the proposed supplement (s). The party receiving the request will respond within 20 workdays. Within 30 workdays (which may be extended by mutual agreement) of agreement to supplement, representatives of the Employer and the Union will meet to negotiate the matter. No changes other than those covered by the proposed supplement (s) shall be considered. Agreement shall be evidenced in writing by both parties. Final approval of supplements to this agreement will be referred to the level authorized to exercise approval authority on behalf of the agency.

Section 4. This agreement may be amended to incorporate changes in applicable laws, regulations, policies, controlling labor agreements, or executive orders issued by higher authority. Adverse impact of such changes will be negotiated prior to the application of such changes. It is understood by both parties that while any part or section of the agreement is being amended, as a result of a required change, the remainder of the agreement will not be affected.

