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## **STIPULATIONS**

Wherever a masculine pronoun is used in this agreement to denote an Employee or a supervisor, it refers to persons of both sexes.

Wherever the term "Employer" is used, it refers to Amarillo Military Entrance Processing Station, Amarillo, Texas. Whenever the term "Commander" is used, it refers to the Commander, Amarillo MEPS, Amarillo, Texas or the Acting Commander or a designated management representative for union issues. The terms "Employer" and "Commander" are generally considered to be synonymous.

## **PREAMBLE**

Pursuant to the policy set forth by the Federal Service Labor Management Relations Statute (Chapter 71 of Title 5 of the United States Code (U.S.C.)), the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by Amarillo Military Entrance Processing Station (Employer) and the Laborers' International Union of North America (LIUNA), Local 28 (Union), hereinafter called the Parties.

WHEREAS the well-being of Employees and efficient administration of the government are benefited by providing Employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of employment; and

WHEREAS the participation of Employees should be improved through the maintenance of constructive and cooperative relationships between the Parties to this agreement; and

WHEREAS the public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the government;

THEREFORE, the Parties thereto, do hereby make and enter into the following agreement:

## **ARTICLE 1 COVERAGE**

Section 1. The Employer recognizes the Union as the exclusive representative of all Employees of the Employer in the following consolidated unit: Non-supervisory, non-professional General Schedule Employees employed by the United States Entrance Processing Command, Amarillo Military Entrance Processing Station (MEPS).

Section 2. Excluded from the recognized unit are the following Employees:

Professional Employees, Management officials, supervisors, temporary Employees who are employed for 120 days or less and Employees described in 5 U.S.C. 7112 (b) and (c), employed by the Employer.

## **ARTICLE 2 PARTNERSHIP COUNCIL**

Section 1. Both Parties agree that the involvement of Federal government Employees and their Union representatives are essential to achieving the National Performance Review's government reform objectives. Each Employer will establish a partnership council. The partnership council will support the intent of the interests of each organization and the Employees so that the highest quality services are given to the Army, beneficiaries and customers. An equal number of Party participants will be on the Council. Decisions of the Council will be by consensus agreement.

Section 2. The partners establish the following goals as a basis for operation within the parameters and intent of the National Performance Review and will enhance mission accomplishment and not deter from it/

- a. To further the mission of the Employer.
- b. To foster productive and cost effective service to the customers of the Employer.
- c. To enhance the quality of working conditions.
- d. To foster good working environments so that good moral among the Employees is maintained.
- e. To seek positive cooperation, communication and understanding among the partners.
- f. To approach changes with concern and compassion for the individual and understanding for the organization.

## **ARTICLE 3 EMPLOYEE RIGHTS**

Section 1. Each Employee shall have the right to form, join, or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such rights. Except as otherwise provided under Chapter 71 of Title 5 U.S.C., such right includes the right to:

- a. Act for a labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to the heads of agencies and other officials of the Executive Branch of the government, the Congress or other appropriate authorities;
- b. Engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under Chapter 71 of Title 5 U.S.C.; and;
- c. Petition Congress or a Member of Congress, individually or collectively, or to furnish information to either House of Congress, or to a committee or a member thereof.

Section 2. Nothing in the agreement shall require an Employee to become or 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.

Section 3. Any Employee has the right, regardless of union membership, to bring matters of personal concern to the attention of appropriate Management officials in accordance with applicable laws, rules and regulations, and to choose his own representative in a grievance or appeal action. (Also see Article 29, Grievance Procedures)

Section 4.

a. An Employee is accountable only for the performance of official duties in their position description and compliance with standards of conduct for Federal Employees. Within this context, the Employer affirms the right of an Employee to conduct his private life as he deems fit provided that such conduct does not discredit the Federal Service.

b. The Employer will not coerce or in any manner require Employees to invest their money, donate to charity, or participate in social activities, meetings or undertakings not related to their performance of official duties, or the mission of the agency.

Section 5. The Employer shall annually inform Employees of their rights to be represented by the Union at:

a. Any examination of an Employee in the bargaining unit by a representative of the Employer in connection with an investigation if:

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

(2) The Employee requests representation.

Section 7. The Employer will provide the Union with a list of new employees at least monthly.

Section 8.

a. Employees will be informed of rules, regulations, policies, and any other obligations and changes under which they are obligated to operate, including their job duties.

b. Employees deserve to be treated non-disparately with common courtesy and consideration consistent with the Employee-Employer relationship.

Section 9. Formal counseling and warning sessions (i.e., entries on the Supervisor's Employee Brief) involving bargaining unit Employees will normally or to the extent possible be conducted privately and in such a manner so as to avoid public embarrassment of the Employee, whenever possible. Further, other less formal guidance should normally be provided in a manner so as to avoid unnecessary embarrassment or ridicule.

Section 10. Employees have the right, consistent with applicable laws, rules, regulations, and this agreement, to:

a. Working conditions that are safe and healthful.

b. Use duty hours that are reasonable and necessary to discuss their problems with the Civilian Personnel Advisory Center (CPAC), the Equal Employment Opportunity (EEO) Office, the Union, the Employee Assistance Office, telephonically or face to face during unit visits.

c. Employees may receive, upon request, their personal data contained in the automated database. The Fort Sill CPAC will submit all such requests to the Southwest CPOC for action.

d. Protection of personal privacy.

Section 11. Personnel who are required to wear uniforms that cannot be worn to and from the employee's home, will be allowed a minimal amount of duty time for changing into and out of work clothes, cleaning work areas and washing up.

Section 12. In case of a formal investigation involving a search of an Employee's personal effects, the Employee may request a Union representative be present at the search. Such request will be honored if the investigation/search is not unduly delayed or obstructed.

Section 13. Employees are entitled to proper and timely compensation for their services. All employees must be paid by Electronic Funds Transfer (EFT) to financial institutions chosen by the Employees. If an EFT is more than 3 days late, the employee may request a reissued check.

#### **ARTICLE 4 EMPLOYER RIGHTS**

Section 1. Subject to subsection (b) of 5 CFR 7106, nothing in this contract shall affect the authority of any management official to:

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

b. To hire, assign, direct, layoff, and retain Employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;

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

d. With respect to filling positions, to make selections for appointments from:

(1) Among properly ranked and certified candidates for promotion; or

(2) Any other appropriate source; and

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

Section 2. It is a function of the Employer to make rules, regulations, and policies. In making rules, regulations, and policies relating to personnel policies, practices and procedures, and matters of working conditions, the Employer recognizes its obligation with the Union and the obligations imposed by this agreement.

Section 3. In the administration of all matters covered by the Agreement, the Employer and Union are governed by existing or future laws and regulations of government-wide authorities; by published Employer policies and regulations in existence at the time the agreement was approved; and by subsequently published Employer policies and regulations required by law or the regulations of government-wide authorities, or after completion of appropriate negotiations.



## **ARTICLE 5 UNION RIGHTS**

Section 1. The Employer recognizes the Union as the exclusive representative of all Employees in the bargaining unit and, as such, is entitled to act for and to negotiate agreements covering all Employees in the unit and to meet with the Employer with regard to all matters affecting the conditions of employment.

a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to negotiate, as appropriate, with the Union regarding any new policy or change in existing policy affecting Employees or their conditions of employment.

b. The Employer will recognize the Officers and Officials/representatives designated, in writing, by the Union. The Union may post a current list of their Officers and Officials and/or Stewards on official bulletin boards. The Union shall provide timely advance notice to the Employer of visits to be made by representatives of the National Office.

c. The Employer agrees there will be no coercion or discrimination against Officers and Stewards because of the performance of their protected Union activities.

Section 2. The Union agrees to provide prior notice to the Employer of their intent to file an unfair labor practice charge. Only the president or acting president of the Union may file unfair labor practice charges on behalf of the Union.

### Section 4.

a. The Union agrees to be reasonably specific in identifying the areas of information desired, when requesting information under 5 U.S.C. 7114 (b) (4). Upon request of the Employer, the Union agrees to provide specific information on the necessity and relevance of the information being requested.

b. When necessary and consistent with the Union's right to information under law, Employee data may be sanitized in the interest of protecting individual privacy. Union representatives are responsible for maintaining the confidentiality of personal data made available to them under this provision. In protecting personal/personnel data, the Union will comply with the requirements of the Privacy Act.

c. All informational requests by the Union under 5 U.S.C. 7114 (b) (4) will be submitted to the Employer and will be signed by the Union President or designee.

Section 5. The Union will be given the opportunity to be present and act as an observer at any formal meeting resulting from a bargaining unit Employee filing a grievance under Department of Defense (DOD) administrative grievance procedures.

Section 6. The Union has the exclusive right to represent Employees in presenting grievances under the negotiated grievance procedure in this agreement. An Employee or group of Employees may present a grievance without representation by the Union, provided the Union is timely informed of the discussions and allowed to attend, if desired. Any adjustment(s) that impact on other bargaining unit members must be consistent with the terms and conditions of this agreement.

## **ARTICLE 6 REPRESENTATION AND OFFICIAL TIME**

### Section 1.

a. The Union will designate one local steward and may designate one alternate steward for the Amarillo MEPS bargaining unit.

b. Upon request from either Party, the steward and supervisor shall discuss informally items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either Party.

c. The steward will be permitted to wear identifying nameplates to include their Union capacity, except in those areas where the wearing of such items would be a safety hazard.

Section 2. The Union agrees to furnish the Employer a complete written list of its Officials and the designated steward promptly upon approval of this agreement. A revised list will be furnished to the Employer promptly upon election or appointment of Officials and upon appointment or change (including deletions) of the steward. No Official or steward will be recognized or will be entitled to official time for Union representation whose name does not appear on the list.

Section 3. The local designated steward will be permitted reasonable time during work hours, within the limits set below, without loss of leave or pay to represent Employees in accordance with this agreement. Activities for which properly designated Union representatives may appropriately use official time includes but is not limited to the following:

a. For negotiations and preparations, in accordance with Article 32, Negotiations. This shall include time to prepare and present matters regarding negotiations to the FMCS, the FSIP, and/or the FLRA.

b. To be present at the time of settlement or decision of any complaint, grievance, or appeal where the complainant has not elected a Union representative;

c. For receiving, investigating, preparing, presenting, and responding to a complaint, grievance, or appeal.

d. To attend formal and investigatory meetings between Management officials and Employees when such meetings are called by Management and meet the criteria of 5 U.S.C. 7114(a)(2);

e. To confer with Management officials concerning grievances, personnel policies or practices, or matters affecting working conditions of Employees;

f. To attend committee meetings as a designated Union representative;

g. To present Union grievances to the Employer;

h. To respond to Employer grievances; and,

i. To prepare for meeting referenced above on a case-by-case basis dependent upon case complexity, number of issues etc.

**j. To participate in an arbitration in either a representational capacity or as a witness**

Section 4. Union representatives on official time for representation duties will be afforded an area of privacy when meeting with Employees, whenever possible.

Section 5. The Employer will allow the designated steward and alternate steward to annually use up to a combined total of 208 hours of duty time, for representational activities (excluding union sponsored training IAW Article 7).

Section 6.

a. The designated steward will coordinate with his supervisor in advance regarding time to be spent on representational activities. Where circumstances permit, coordination will occur at least 24 hours in advance. The steward will also indicate the type of representational activity to be conducted and the length of time he anticipates being away from his work area. If additional time is required after departing the work area, the steward will call to coordinate additional needs with his supervisor. If a supervisor determines that the steward's presence is necessary to meet mission needs of the Employer and denies the request for official time, the supervisor will indicate when it will be granted. If release is not possible within 24 hours, the Union may assign the alternate steward or choose to have the time limits for filing any action to be extended by the length of the delay.

b. Prior to entering an employee's work area, the steward will coordinate with the employee's supervisor. If, due to mission needs, the meeting with the employee is not possible, the supervisor will advise the steward the time the employee will be available.

c. The Union representative will annotate his time on the time usage form (see Appendix I).

Section 7. Employees will also receive a reasonable amount of official time to participate in the activities necessary to process their individual complaints or grievances concerning conditions of work or those complaints or grievances initiated by the Union or the Employer. Employees who desire to leave their work sites during work hours for such reasons as seeking representation, or discussing or initiating a complaint/grievance, will also follow the procedures above with the exception of completing the official time form.

Section 8. The Union steward will follow the procedures in Section 7 above when placing official representational telephone calls. If the steward receives an official representational telephone call during duty hours, the duration should be no longer than 3 (three minutes). If more time is required, the steward will end the call and request official time using the procedures in Section 7, to resume the call.

Section 9. Where committees, task forces, or work groups are established for the purpose of ascertaining bargaining unit Employee views concerning conditions of employment, the Union will be advised accordingly and may be given an opportunity to designate a representative(s). In any event, any proposed changes in working conditions of bargaining unit employees will be coordinated with the Union prior to implementation.

Section 10. Upon thirty (30) calendar days advance written request by the Union, the Union shall be granted the authority to conduct two (2) membership drives, of not more than five (5) calendar days duration each, within a one year period. Employees may be solicited only before and after duty hours and during breaks and lunch periods. Upon request, the Employer shall provide the Union with furniture that may be available to support their effort.

## **ARTICLE 7 OFFICIAL TIME FOR TRAINING**

Section 1. The Employer agrees to grant official time to the steward employed within the bargaining unit to attend Union-sponsored training when such training would be mutually beneficial to the Union and the Employer.

Section 2. The total time to be granted for all Union representatives during each year of the life of the agreement shall not exceed 24 duty hours. The effective date of this agreement will begin the training year cycle. The Employer agrees to grant 8 hours of official time for contract training for the steward within 60 days of this agreement being implemented. Upon 10 days advance notice from the Union, the Employer will release the nominated Union steward for training unless mission essential requirements prevent release on the requested dates or times.

Section 3. Any training time request shall be submitted in writing, on behalf of the steward by the Union to the Commander. The request will normally be submitted 30 calendar days in advance, or as soon as possible, to allow adequate time for a decision. At a minimum, the

request should contain the agenda of the training, the number of hours and dates, and location of the training.

#### Section 4.

a. The Employer will determine whether the steward may be released from their duties and approve or disapprove the use of official time.

b. The Employer will provide written explanation of disapproval's at least 14 calendar days prior to the training; thereby giving the Union ample time to seek adjustment. However, the Employer reserves the right to cancel the release of the steward in the event of mission essential requirements.

### **ARTICLE 8**

#### **FACILITIES AND SERVICES PROVIDED TO THE UNION**

Section 1. The Union may use the Employer's internal mail distribution system, if one is available, for official correspondence with the Employer and distribution of the Union newsletter. The Union agrees to be bound by the same rules and regulations that govern official use of these systems.

#### Section 2.

a. The Employer will make a reasonable amount of space available on appropriate official bulletin boards where notices to Employees are customarily posted, for posting the Union's notices of meetings, recreational or social affairs, elections, results of elections or other appropriate literature. The Union, in posting material on designated official bulletin boards, agrees that it is fully and solely responsible for the content of the material in terms of accuracy and adherence to ethical standards, and that it does not violate any laws, or the security of the Employer. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material.

b. The Union will post statements on official bulletin boards they use indicating that, "A portion of this official bulletin board is furnished for the convenience of the Union. Objections to posted material must be brought to the attention of the Commander or Union steward," and, "Material may be removed from the Union portion of official bulletin boards only by the authority of the Union President or Commander, if the material is obviously obscene, racial, "classified," or does not comply with Section 3 below."

Section 3. The use of the Employer's facilities by the Union will not be available for posting or distribution of material where managers' or supervisors' names are held up to public contempt or ridicule.

Section 4. The Employer will allow the Union steward to use the 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. The Union agrees to pay any and all long distance toll charges resulting from the use of Employer phones for union representational duties.

Section 7. The Employer, at its expense, will be responsible for providing one 8 1/2" x 11" printed copy of this agreement to each bargaining unit Employee. The Employer will also provide the Union 10 courtesy copies of this agreement.

## **ARTICLE 9 PAYROLL WITHHOLDING OF LABOR ORGANIZATION DUES**

Section 1. The Union and the Employer agree that any eligible Employee may authorize an allotment of pay for the payment of dues for membership provided:

- a. The Employee continues his employment in the bargaining unit for which exclusive recognition has been granted.
- b. The Employee has voluntarily submitted a request for such allotment of pay, and
- c. The Employee received each pay period sufficient net salary to cover the allotment after other legal and required deductions have been made.

Section 2. The Union agrees that it will be responsible, during non-work time of Employees concerned, for procuring the prescribed allotment form (Standard Form (SF) 1187); distributing the form to its members; certifying the amount of its dues; and informing and educating its members on the program for allotments for payments of dues, and the uses and availability of the required form.

Section 3. An Officer of the Union will receive the forms from members who request an allotment. He will complete Section A of the authorization form and submit them to the Amarillo MEPS Customer Support Representatives Office (CSRO) as soon as possible.

Section 4. The amount to be deducted each biweekly pay period will be for dues only. No other deductions are authorized. Written notification of any changes to the amount of dues to be collected and the effective date of the new dues rate will be made through the Commander to the CSRO.

Section 5. The dues will be remitted to the banking facility of the Union after the completion of each biweekly pay period. A statement containing the following information will accompany each remittance:

- a. Identification of the bargaining unit;
- b. Pay period date;
- c. Identification of the Union;
- d. Names of members in alphabetical order for whom deductions were made and amount of each deduction;
- e. Total amount withheld and paid each pay period.
- f. Net amount remitted.

Section 6. An Employee may at any time submit a revocation of his allotment. The revocation will be effective at the beginning of the first pay period following the anniversary date of the Employee's signed dues withholding (SF 1187). The revocation should be made on an SF1188. It is the employee's responsibility to submit his written revocation directly to the Amarillo MEPS CSRO. The Union will receive copies of all SF 1188's submitted to the CSRO.

Section 7. The Union will notify the Amarillo MEPS CSRO within seven (7) calendar days when an employee with a current allotment ceases to be a member in good standing. The CSRO will terminate the allotment upon receipt of the information.

Section 8. An allotment shall be terminated when the Employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; when this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the Employee has been suspended or expelled from the labor organization.

Section 9. The allotments for all Employees who are members of the Union will be terminated when the Union loses eligibility for exclusive recognition.

## **ARTICLE 10 POSITION CLASSIFICATION**

### Section 1.

a. A job description is a written record of the basic duties and responsibilities assigned to a position and which comprise the major duties assigned to an Employee.

b. Neither the inclusion nor omission of duties in a job description controls or in any manner affects the right of the Employer to assign duties to an Employee or to assign, change, or eliminate part or all of the duties and responsibilities that have been grouped together to constitute a position.

c. The term "performs other duties as assigned" normally means tasks that are incidental or temporary in nature and may reasonably be associated with the incumbent's occupation or functional assignment or are of an emergency nature. If other duties that are assigned become "regular" and "recurring" the Employer will add them to the employees' job description and perform a "resurvey" action of the new duties.

## Section 2.

a. The Employer will meet with Employees at least annually to discuss and review their job descriptions. The Employer will consider Employee suggestions for changes to the job descriptions that may be needed.

b. An Employee may request that his supervisor review the Employee's job description for accuracy in the event the Employee feels that the job description does not cover the major duties of the position. Such a request will not be construed as a formal complaint.

c. If significant duties have been added since the last classification of the position description, and the Supervisor and the Employee agree on the duties the Employee is performing, the description of the duties will be forwarded to the CPOC for appropriate classification action.

d. When differences concerning the accuracy of a job description cannot be resolved between the supervisor and the Employee, the Employee may elect to file a grievance under the negotiated grievance procedure.

## Section 3. An Employee has the right to appeal the classification of his position at any time:

a. A General Schedule Employee may appeal to the DOD Civilian Personnel Management Service using the established appeal procedure or directly to the OPM under their appellate procedures.

b. A Federal Wage System Employee must first file a position classification appeal to the DOD Civilian Personnel Management Service. On receipt of a decision, the appeal may be continued to OPM under their appellate procedures if the employee does not agree with the DoD initial decision.



**ARTICLE 11**  
**MERIT PROMOTION**

Deleted---Vacancies now filled through the electronic method (Resumix).

**ARTICLE 12**  
**DETAILS AND TEMPORARY PROMOTIONS**

Section 1. A detail is the temporary assignment of an Employee to duties not within his job description. A detail does not change the Employee's official title, grade, or pay rate. Details should be on a fair and equitable basis, consistent with Employee qualifications, where possible.

Section 2. Details in excess of 30 continuous days will be documented by the Employer initiating a request for personnel action (RPA), with the resulting RPA being filed in the employee Official Personnel Folder (OPF). On details less than 30 days, the employee may elect to update their OPF by submitting a completed Fort Sill Form 1001 to the SWCPOC. Their address is on the form.

Section 3. Employees should be considered and selected for details on a fair and equitable basis consistent with Employee skill requirements. It is recognized that certain factors (i.e., security clearance, continuity of jobs of short duration, peculiar environmental or skill requirement) may cause imbalances in the equitable distribution of details. If the Union believes that details are not being distributed fairly, they can request that a roster be developed with employees listed by seniority, based on each employees service computation date (SCD).

Section 4. A temporary promotion instead of a detail will be made when:

- a. The Employee is fully qualified for promotion.
- b. The assignment to a higher graded position is expected to last for 120 days or more.

**ARTICLE 13**  
**REDUCTION IN FORCE**

Section 1. The Employer shall inform the Union of proposed action to implement a reduction in force (RIF) as soon as practical after the Employer becomes aware that a RIF is imminent. The Employer will inform the Union as to the approximate number of positions involved, types of positions, and proposed effective date.

Section 2. The Employer agrees to make every reasonable effort to minimize the effects of a RIF in the bargaining unit through the reassignment, under applicable regulations, of the Employees to available vacancies for which they are qualified and providing maximum assistance in placement provided from by current DA, DOD and OPM regulations.

Section 3. The Union and any Employee affected by RIF action and his representative shall be permitted to receive a copy of the retention register on which his name appears, upon request.

Section 4. RIF will be conducted in accordance with Federal-wide, and agency regulations, and this agreement.

Section 5. The Union will receive at least 7 days' notice prior to the release of formational RIF notice letters being presented to the Employees. Upon request and prior to Employees receiving notice, the Union will be provided a list of affected bargaining unit Employees to include their offers, if applicable, and a copy of the retention register Section 6. Employees will receive at least 60 days' notice of a specific RIF action unless OPM approves a shorter notice period in accordance with 5 C.F.R. 351.801 (b).

## **ARTICLE 14 OUT-PLACEMENT**

Section 1. The Employer agrees that in the event of a RIF, an active placement program will be implemented. The primary aim of this program will be to find a position in the Federal Service for each affected Employee commensurate with that Employee's skills, experience, and career goals.

Section 2. The Union and Employer jointly encourage each Employee to see that his personnel file and resume/applications are up-to-date at all times. The Employer will add to the personnel file any changes or amendments the Employee desires, as long as the change is in accordance with OPM regulations and received by SWCPOC prior to any announced cutoff date. Both the personnel file and all in-file resume/applications received before the cutoff date will be used to match Employees with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies, if permitted by the respective placement programs.

### Section 3.

a. In accordance with DoD regulations, Employees will be informed of and provided opportunity to register in the DOD Priority Placement Program, and any other programs that are available by law, and may include the Defense Outreach Referral System, the Army Career and Alumni Program, and the Economic Displaced Worker's Adjustment Act, as appropriate. Employees will be afforded all placement opportunities in consonance with the individual program criteria.

b. Union officials will be briefed on the various systems available upon request.

Section 4. A program participant will remain eligible for placement assistance until he:

a. Voluntarily separates;

b. Accepts a valid offer;

- c. Declines a valid offer or an intervening grade level offer; or
- d. Completes the time limit (if any) on the respective placement programs.

Section 5. A valid offer is a position that is considered valid under the provisions of the appropriate program. This generally means a position at the same pay and/or grade as the position of record. A valid offer must be within the commuting area or in another geographical location in which the Employee has expressed a written interest.

## **ARTICLE 15 COMMERCIAL ACTIVITY/CONTRACTING OUT**

### Section 1.

a. The Employer retains the right to make determinations with respect to contracting out as provided in 5 U.S.C. 7106 (a) (2).

b. The Employer agrees to provide timely notification to the Union concerning any proposal to contract out work performed by bargaining unit Employees, or a proposal to review such a functional area for possible conversion to contract.

c. The Union may request, in writing, copies of any relevant and pertinent data in connection with the implementation of Office of Management and Budget (OMB) Circular A-76, Performance of Commercial Activities, including any training materials.

Section 2. The Union will be notified and may attend meetings that relate to the development of the Performance Work Statement (PWS). If any meetings are considered internal Management deliberations the Union will also be notified and a representative will not be permitted to be present.

Section 3. The Union representative may receive such training as is provided to the Group regarding the contracting-out process.

Section 4. The Employer agrees to meet with the designated Union representative on at least a monthly basis during the development and preparation of the PWS and other matters relating to the Contract Study, to the extent not prohibited by law or regulation. The Employer agrees to consider the views of the Union concerning employee input on performing the tasks subject to the commercial activity review.

Section 5.

a. The Employer will notify the Union of any proposal to convert in-house functions currently performed by bargaining unit Employees to outside contract. Proper subjects for notification include:

- (1) The reason for the possible conversion to contract.
- (2) Status of affected Employees.
- (3) Actions to minimize adverse impact on bargaining unit Employees (e.g., reassignment, retraining, hiring limitations).
- (4) Contract specifications consistent with procurement regulations.

b. The Union may file written comments regarding the above issues. The Employer will respond to any written submission by agreeing to duly consider the Union's input and, upon request, furnish a written reply to the points raised by the Union.

c. The Union will be furnished information on contract specification at the same time the invitations for bids are mailed to bidders. Also, the Union shall be furnished dates and times of pre-bid and bid-opening conferences, as appropriate. The Union shall have a right to have a representative at such conferences.

Section 6. Consistent with applicable regulations, the data that may be provided to the Union, in accordance with Section 1c above, may include but is not limited to: pertinent information on cost studies, Invitation for Bid, Request for Proposal, abstract bids, correspondence from higher authority directing the cost study, correspondence for the Department of Labor regarding wage rates, the PWS, and any changes, the "milestone" chart or similar document setting forth the estimated dates for the contracting-out process, bidder questions and Employer answers related to the PWS.

Section 7. The Employer will permit a Union representative in the "walk through" by bidders of the function under review.

Section 8. Disputes concerning provisions of OMB Circular A-76 will be resolved through A76 appeals procedures

Section 9. Management recognizes the "right of first refusal" required by the supplement to OMB Circular A-76, Part 1, Chapter 1, Section h. 2. (March 1996 edition) which provides that the contractor will grant those federal Employees displaced by conversion to contract with the right of first refusal of employment openings created by the contractor. Refusing the right of first refusal because of displacement due to contracting out shall not deny a unit Employee of any assignment rights he might otherwise have under applicable RIF procedures.

## **ARTICLE 16 TRAINING**

Section 1. The Employer is responsible for:

- a. Assessing the training needs of Employees;
- b. In conjunction with Employees, identifying and documenting training and developmental needs of Employees during performance evaluation; and
- c. Counseling Employees regarding self-developmental activities that would contribute to their performance or career development.

## **ARTICLE 17 HOURS OF WORK**

Section 1. The regular tour of duty will normally consist of five consecutive 8-hour workdays, Monday through Friday. The MEPS is open daily from 0530 through 1630. The normal lunch period will be one half hour, provided approximately during the middle of each Employee's daily tour of duty. Lunch periods and work schedules within sections will normally be staggered, to allow for continuity of operations. Employees who want a longer lunch hour may submit a request to their supervisors. The occurrence of Holidays will not alter the regular weekly tour of duty. Saturday and Sunday will normally be non-work days; however, when Saturday operations are planned, work assignments will be published at least two weeks in advance. In scheduling Employees for Saturday operations, supervisors will, wherever possible, avoid exceeding the five days per workweek by scheduling an alternate day off during that workweek. In the event that overtime must be used to provide adequate coverage of Saturday operations, supervisors will adhere to the provisions of Article 18, Overtime, in Labor Agreement. **Employees will be permitted to work a 5-4/9 schedule subject to the below conditions:**

- a. **Mandatory Shift Requirements:** The following shift requirements are determined mission essential. Shifts requirements will be filled on a voluntary basis. If no one volunteers, manning will be based on the most recent Basic Service Computation Date.
  1. Operations/Processing Section: 0730 Systems administrator/ Three MPC.
  2. Testing Section: Three MPC is required to fill a shift starting at 0730 (except when testing outside the Amarillo area i.e. may require employees to come in earlier for travel to testing site).
  3. Medical Section: All medical technicians must start by 0600, except the technicians assigned to the DAT Program and QRP (must be available up to 1600).

Section 2. Shift and Non-Standard Tours of Duty.

The Parties agree that the nature of some operations require the establishment and the continuation or discontinuance of tours of duty that include night work and weekend work. The Employer shall determine when night work, weekend work or multiple shifts are necessary to accomplish the mission. In staffing such non-standard tours of duty the following principles apply:

- a. Employees deserve as much advanced notice of changes as is practical. Normally, Employees will be given at least two weeks advance notice prior to assignment involving night shifts and weekend work.
- b. In some cases the particular experiences and or skills of individual Employees are considered in making assignment to provide for the proper balance of Employee abilities.
- c. In staffing shifts, Employees' preferences should be accommodated to the greatest extent possible. Consistent with mission requirements, volunteers will be utilized.
- d. If there are more qualified volunteers than needed, the most senior qualified volunteers will be utilized.
- e. If insufficient qualified volunteers are available and involuntary assignments are necessary, such assignments will be made in inverse seniority order using Service Computation Dates.
- f. Normally, Employees will have two consecutive scheduled days off. Employees will normally receive at least 36 hours off between shifts and or tour changes.
- g. When Employees on shift work are not permitted to leave the work area for lunch due to mission needs, they will be granted a 20-minute paid lunch break, and must remain in a ready status.
- h. The Employer agrees to establish, staff, and continue or discontinue night shifts and weekend assignments in accordance with the above principles.

Section 3. Religious Beliefs. An Employee whose personal religious beliefs require that he/she be absent from work during scheduled work periods may be permitted, subject to the approval of his supervisors, to accrue credit hours in advance of time lost as the result of meeting those religious requirements. Any Employee who elects such time, with approval of the supervisor, may be granted equal time off from his scheduled tour of duty for such religious reasons or requirements.

Section 4.

a. Full time Employees, in the bargaining unit, are authorized one 15 minute break during each half of their scheduled workday.

b. Scheduling of breaks will be based on operational needs. Where practical, all Employees in a work area will be required to take breaks at a standard time. With prior approval, Employees may use independent discretion and take their rest periods at appropriate intervals of work.

**ARTICLE 18  
OVERTIME**

Section 1. The assignment of overtime work is a function of Management. Therefore, supervisors will assign overtime work in such a way as to accomplish it as efficiently and expeditiously as practicable. Overtime will not be used as a reward or punishment.

Section 2.

a. Employees shall be required to perform overtime work unless the supervisor determines that overtime for any Employee would be inappropriate due to such reasons as impairment of health, efficiency, or undue personal hardship such as a scheduled vacation or other justifiable reasons.

b. An Employee will be released from an overtime assignment provided his reasons, as determined by the supervisor, are valid and another qualified Employee familiar with the work is available for overtime. A written denial is required when the Employee provides a written request for release with justification.

Section 3. Employees should be selected for overtime work on a fair and equitable basis consistent with job and skill requirements. It is recognized that certain factors (i.e., security clearance, continuity of jobs of short duration, peculiar environmental or skill requirement) may cause temporary imbalances in the equitable distribution of overtime. If either Party determines, on a case by case basis, an imbalance or concerns exist, rosters should be maintained. Such rosters will be established by the Employer with Employees listed by seniority, based on Service Computation Date.

Section 4. Employees needed for overtime work will be given advance notice, to the extent possible, but the Parties agree that Employees must be willing to accept overtime on short notice. The employer agrees to provide 72 hours advance notice of approved overtime requirements or as soon as the overtime requirement is known, when 72 hours advance notice cannot be provided. If the Employer suffers and permits a “non-exempt” employee under the FLSA to



work overtime, they will be paid the overtime rate unless the employee makes a timely request, in writing, for comp time in the place of overtime pay.

Section 5. To the maximum extent practicable, the Employer shall schedule the time to be spent by an Employee in travel status away from his duty station within the regularly scheduled workweek of the Employee.

Section 6. Any Employee who works with the approval and knowledge of the Employer, more than eighty (80) hours in a pay period, shall be compensated for such work by receiving overtime pay or time off for those hours in excess of eighty (80) hours. Such compensation shall be awarded under controlling regulations and/or laws.

Section 7. Overtime will be compensated in six (6) minute increments.

Section 8. Employees called in to work irregular or occasional overtime outside of and unconnected to their basic workweek, shall be paid a minimum of two (2) hours pay, regardless of whether the Employee is required to work the entire two (2) hours.

Section 9.

a. Employees will not be coerced or required to accept compensatory time in lieu of overtime payment except under government-wide regulations.

b. Where compensatory time is requested and granted in lieu of overtime pay, it should be used as soon as possible. The employee's request for use of comp time will be treated in the same manner as a request for annual leave, except that employees who have comp time may be required to use it within 26 pay periods to ensure that it does not convert to unbudgeted overtime pay.

## **ARTICLE 19 LEAVE**

Leave will be administered in accordance with Fort Sill Regulation 690-6, other applicable laws and regulations, and the following.

### **PART I - Annual Leave**

Section 1. The Employer retains the right to approve/disapprove or re-schedule annual leave based on workload requirements. To the extent consistent with the above, annual leave which is requested in advance will normally be approved.

Section 2.

a. Normally, Employees will submit their scheduled leave requests (to their immediate supervisors) during the first thirty (30) days of the leave year. The Employer will approve/disapprove their leave requests within the next thirty (30) days. Once an Employee's vacation time has been scheduled, normally, he may cancel the request at any time or change the request, but only if workload permits and no other Employee's choice is disturbed or if another Employee agrees to trade.

b. Employees will not normally be required to forego their previously scheduled leave except when emergency conditions or completion of mission important workload dictates. When such situations arise the Employee will be allowed to continue his scheduled leave as soon as the necessary mission work has been completed. If the situation is such that the entire leave must be canceled, upon request, the Employee will be given a written statement as to why his leave was canceled and be given priority consideration for available dates.

c. The Employer will make a maximum effort to avoid canceling leave where financial loss to the Employee is involved. When the Employer knows of a need for maximum attendance, Employees will be notified promptly.

d. If there is a conflict in scheduling leave or when there is a mission need to cancel already approved leave which cannot be resolved by the individuals involved, the following priority list will be used:

(1). Priority 1 - Two (2) or more weeks' annual leave:

(a) Employees who were employed in their individual organizations as defined in the Introductory Note of this agreement.

(b) Employees who did not have that time scheduled during the previous year.

(c) Service Computation Date.

(2) Priority 2 - Other scheduled leave:

(a) Employees who have already incurred a substantial financial expenditure for use of that time period (after the time has already been scheduled);

(b) Hardship.

(c) Date of request.

(d) Employees who have use or lose leave.

(e) Service Computation Date.

Section 3. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, such leave requests will be approved or disapproved on a case by case basis, based on mission needs of the unit. Employee must contact his supervisor or designated alternate, either personally or by phone, as soon as possible before the beginning of their shift, but not later than two hours after the beginning of the regular work shift for emergency reasons.

Section 4.

a. It is the responsibility of the Employee to assure that he does not forfeit leave due to use or lose provisions. Management will work with Employees in scheduling and rescheduling leave to avoid its loss.

b. If the Employer prevents the Employee from using scheduled leave at the end of the year, that leave will be restored in accordance with applicable regulations.

Section 5. The Employer will make every reasonable effort not to require Employees to take leave that would create undue hardships.

Section 6. The Employee will not be required to take annual leave for attendance at official functions.

## **PART II - Sick Leave**

Section 1. Sick leave, if available, shall be granted to Employees when they are medically incapacitated from the performance of their duties or when a member of the immediate family of the Employee is afflicted with a contagious disease and requires attendance of the Employee, or when, through exposure to contagious disease, the presence of the Employee at his post of duty would jeopardize the health of others. During the life of the Federal Employees Family Friendly Leave Act, Employees may be authorized:

a. Family care sick leave to provide care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental or optical examination or treatment.

b. Bereavement sick leave to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

Section 2. Sick leave, as necessary, will normally be granted to the extent due and accrued for medical, dental or optical appointments, examinations or treatment. Requests for sick leave under this Article shall normally be made in advance and time granted normally shall not exceed that required for travel, examination, and treatment. Employees will be expected to return to work upon the completion of such appointment, provided that they are physically able and can report for as much as two hours; or annual leave may be granted at the discretion of the

supervisor upon request from an Employee for the remainder of the day, when it is not appropriate for charge to sick leave.

Section 3. An Employee who is prevented from reporting to his scheduled tour of duty because of an incapacitating illness or injury shall furnish notice to an appropriate official designated by the Employer, by telephone normally before the beginning of their shift, but under emergency conditions, within two hours after the beginning of the Employee's normal work shift. The Employee is responsible for making every reasonable effort to insure that notification is made to his supervisor. The Employer shall inform Employees of the names and telephone numbers of the appropriate officials to whom to report. When reporting, the Employee shall furnish the reason for absence, and the estimated duration of absence. When the Employee knows in advance that he will be absent beyond the original estimated time, he will report this to the appropriate Management official not later than the last day of the originally reported absence, indicating the reasons for the continuing absence and when he expects to return to work. Notification for each day of absence due to illness will be made to the appropriate official unless medical documentation has been presented in advance to cover the entire absence. Such notification will not in itself be justification for approval or disapproval of sick leave. Upon return to duty, the Employee's request for sick leave will be considered on an individual basis. If the absence exceeds three (3) days, Employees must, upon returning to duty furnish a signed statement from a physician or licensed medical practitioner that they were incapacitated for duty during the entire period of absence. This requirement may be waived, in writing, by the Employer where the medical issues are well known and the Employer has personal knowledge of the reason for the absence and the duration of the absence.

Section 4. It is agreed and understood that the Employer has the right to require that an Employee furnish a medical certificate for each absence of any duration where there is reason to believe that the Employee has abused sick leave privileges and after the Employer has counseled the Employee with respect to the use of his sick leave, a record of such counseling is on file, and the sick leave record of the Employee subsequent to the counseling does not indicate improvement. This counseling is not required if the Employer establishes proof that the employee has submitted false or fraudulent documents or statements concerning any absence. The requirement for a medical certificate will be provided to the Employee in writing. The Employer will review the sick leave record with said Employee at least semi-annually. Where such review reveals no specific evidence that the Employee has abused sick leave privileges during the period reviewed, the Employee may be notified, in writing that a medical certificate will no longer be required for each absence and the original letter may be removed from the record. In the event an employee is released from this requirement and then again demonstrates an abuse of leave privileges, these restrictions will again be imposed, in writing, without further counseling.

Section 5. Advanced Sick leave, not to exceed a maximum of 240 hours, may be approved by the Employer in cases of serious illness or disability including pregnancy, upon the employees' request, provided they provide the necessary documentation as is discussed in Fort Sill Regulation 690-3.

### **PART III - Family Leave**

Section 1. An Employee who is pregnant may be granted sick leave, annual leave, or leave without pay, as appropriate, during delivery, confinement and care of the infant. An Employee will make known to her supervisor her intent to request leave for maternity reasons, including the type of leave, and the approximate dates, in order that the supervisor may plan for staffing adjustments which may be necessary during her absence.

Section 2. Under the Family Medical Leave Act, Employees who have completed at least 12 months of civil service are entitled to 12 weeks of paid leave and/or leave without pay during a 12-month period beginning on the first day of use of such leave, for the following reason(s):

- a. Birth of a son or daughter and care of such son or daughter, and the placement of a son or daughter with the Employee for adoption or foster care; and/or
- b. The care of a family member of the Employee with a serious health condition. Family member is defined as spouse, parents thereof, children (including adopted children), and parents of the Employee.

Section 3. Employees may use the provisions of the Federal Employees Family Friendly Leave Act which expands the use of sick leave by permitting most Employees to use a total of up to 12 weeks of sick leave each leave year (or in the case of part-time Employees with uncommon tours of duty, the number of hours of sick leave normally accrued during a leave year) for the following:

- a. To provide care for a family member as a result of a physical or mental illness, injury, pregnancy, childbirth; or for a medical, dental or optical examination or treatment; or
- b. To make arrangements necessitated by the death of a family member or attend a funeral of a family member.

Under this Act all covered full-time Employees will be able to use a total of up to 40 hours of sick leave each year for family care or bereavement purposes. In addition, a covered full-time Employee who maintains a balance of at least 80 hours sick leave will be able to use an additional 11 weeks of sick leave per year for these purposes. This brings the total amount of sick leave available for family care and bereavement purposes to maximum of 480 hours per year for Employees who satisfy this condition. This Act includes the broader definition of "family member" that is used in the Federal leave sharing program.

### **PART IV - Administrative Leave or Excused Absence**

#### Section 1.

- a. Registration and Voting. The Employer may, upon request, excuse Employees from work in order to vote or register to vote provided that the particular circumstances make

voting/registering after duty hours impractical. When the polls are not open at least 3 hours, either before or after an Employee's regular hours of work, he may be granted an amount of excused absence to vote which will permit the Employee to report for work 3 hours after the polls are opened or to leave work 3 hours before the polls close, whichever requires the lesser amount of time off.

b. Blood Donation. Consistent with mission requirements, Employees are encouraged to serve as blood donors and will be excused from duty. Employees who give blood without compensation may be excused without charge to leave for any portion of the day blood is donated, for travel to the donation site, donation and recovery immediately following the donations. Normally this will not exceed 4 hours unless unusual travel time is required. Employees must seek and receive approval to donate blood from their supervisors. Such approval is subject to mission requirements of the unit.

c. Court Leave. Court Leave is authorized absence, without charge to leave or loss of pay, for jury duty or to serve when summoned as a witness, in a nonofficial capacity, on behalf of federal, state, or local government or when such government is a party to an action. The Employer will grant court leave as appropriate.

(1) Employees excused for court duty when two or more hours remain in the workday are expected to return to duty unless extenuating circumstances (distance from home, duty station, court, etc.) make returning impractical.

(2) Employees will present evidence of a call to court service to their supervisor immediately upon receipt. Upon completion of court duty, Employees will obtain a Certificate of Service from the Court Clerk and deliver it to their supervisor.

d. Bone Marrow or Organ Donor Leave. Upon request and consistent with mission requirements, the Employer will grant bone marrow or organ donor leave as appropriate to Employees who serve as a bone-marrow or organ donor.

## Section 2.

a. Unusual Climatic Conditions. Excused absence which may be appropriate due to weather extremes is within the discretion of the Employer and will be appropriately considered in accordance with applicable laws and regulations. Emergency essential Employees will continue to report to duty as directed by the Employer.

b. Work Interruptions. Employees who are prevented from working due to interruptions or suspension of normal work operations will be assigned to other work where possible. If other work is not available, the Employee may be excused or placed on leave at the discretion of the Employer. Management will notify the Union in advance when not precluded by an emergency.

c. Where Employees are excused, The Employer will attempt to notify Employees in advance.

### **Part V – Other Leave Issues**

Section 1. Leave usage will be charged in increments of fifteen (15) minutes.

Section 2. The Employer shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of the Employee. Each case shall be considered on its merits.

Section 3. Leave without pay will normally be granted to Employees for the following reason(s):

- a. Up to 90 days leave without pay for relocation purposes;
- b. When an Employee is disabled and receiving OWCP benefits, at least until the employee has been placed on the OWCP long term rolls;
- c. When a reservist is on military duty for 3 months or less;
- d. When an Employee is serving as a National Officer or representative for the National Union, provided the absence is expected to be 90 days or less or the Employer is able to replace the employee with a temporary replacement.

### **ARTICLE 20 PERFORMANCE STANDARDS AND EVALUATIONS**

Section 1. The Parties to this agreement each recognize that high level performing Employees are essential to the efficient operation of the agency and are necessary for the achievement of the agency's goals and objectives. The purpose of this Article is to emphasize a fair and equitable procedure to be utilized by supervisors when informing Employees of their performance. The Employee performance appraisal system will be administered in accordance with the requirements of 5 U.S.C. 4301, 5 C.F.R. Part 430 as amended, and Army Regulation 690-400, Total Army Performance Evaluation System (TAPES), as supplemented, and by this agreement.

Section 2. Normally, within 45 days after the end of the appraisal period, a written rating of record shall be prepared and given to each unit Employee. Where the Employer cannot meet the time requirement, they will provide the employee a written response as to the reasons for any delay.

Section 3. Supervisors will discuss individual performance standards with affected Employee(s) within the first thirty (30) days of the rating period to promote a common understanding of what is required for a satisfactory performance and where possible offer suggestions on how Employees may exceed the standards. The Employer will provide the Employee a copy of the

final performance standards after considering the employees input. Employees who enter unit positions or are promoted, demoted, or reassigned to a different unit position, should have their new performance standards communicated to them as soon as possible, but normally no later than thirty (30) days after assuming the duties of the new position. Changes to individual performance standards may be accomplished during the appraisal cycle. Any changes will be discussed with the affected Employee(s) before the changes are implemented.

Section 4. Performance standards will be defined at the fully successful level for each critical element (i.e., Responsibilities in the Base System and Objectives in the Senior System) to be used in the summary rating of each Employee.

Section 5.

a. In the interest of providing for maximum objectivity in an appraisal, an Employee should have been working under the supervisor and an approved performance plan for at least 120 days. When this is not the case the annual rating will be deferred until these time frames are met, unless the Employee voluntarily requests otherwise. In no case shall an employee be rated until they have been in standards for the minimum of 120 days.

b. The rating official will discuss the Employee's job performance in a private setting at least once at the midpoint of the appraisal cycle and during the final rating. These reviews will be documented on the appraisal form.

c. If the rating official has identified shortcomings in the Employee's performance, the Employee shall be notified as soon as possible after the problem is perceived. Where performance is less than fully successful, the rater will suggest ways for the Employee to improve his work in order to raise the Employee's performance to a fully successful level.

d. Employees will be afforded fifteen (15) calendar days to submit accomplishments/contributions related to their performance during the appraisal period. The rater should consider the rating period as a whole, including information such as assignments of any duration, abnormal work situations, and factors beyond the Employee's control.

e. A memorandum will be prepared for Employees whose performance is less than fully successful. The memorandum will explain why their performance is less than fully successful and what specific measures and assistance will be provided to assist them in improving their performance. The memorandum will normally allow Employees not less than 45 days to improve their performance to the fully successful level. If the Employee's performance is brought up to a fully successful level during the notice period, and remains at or above the fully successful level for the remainder of the rating period, the memorandum will be removed from all records.



**ARTICLE 21**  
**ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

Section 1. The Employer may reassign, reduce in grade or remove an Employee for unacceptable performance in accordance with Army Regulation 690-400, Chapter 432, and other applicable laws and regulations.

Section 2. Prior to initiating an action under this Article, an Employee must be:

a. Informed in writing (Performance Improvement Period -PIP) of the applicable critical elements and standards of performance (also see Article 20, Section 5 e. above);

b. Informed of performance deficiencies and what needs to be accomplished for the Employee to receive an acceptable rating;

c. Allowed a reasonable amount of time (normally not less than forty-five (45) calendar days) to demonstrate acceptable performance. What constitutes a reasonable amount of time will depend on the nature of the Employee's position and the performance deficiency(s) involved, and how long it would take to demonstrate acceptable performance;

d. Informed, in writing, of what assistance is available to the employee during this PIP.

Section 3. An Employee whose reduction in grade or removal is proposed is entitled to:

a. Thirty (30) calendar days advance notice (Notice of Proposed Removal/Change to Lower Grade for Unacceptable Performance) of the proposed action which identifies:

(1) Specific instances of unacceptable performance on which the proposed action is based, and that Employee has not improved his performance to an acceptable level.

(2) The critical elements of the Employee's position involved in each instance of unacceptable performance.

b. Be represented by a Union representative or by a representative of Employee's choice.

c. Be provided at least fifteen (15) calendar days following receipt of the proposed action to answer orally and in writing.

d. A written decision (Notice of Decision) as soon as possible, but not later than thirty (30) calendar days after the notice period expires which specifies the instances of unacceptable performance on which the action is based.

## **ARTICLE 22 DISCIPLINARY ACTIONS**

Section 1. The Employer shall determine when the need for disciplinary action occurs and such actions will be administered in accordance with Fort Sill Regulation 690-3, other applicable laws and regulations and this agreement.

Section 2.

a. Disciplinary actions fall into two categories; informal (oral admonishment and written warnings) and formal (letter of reprimand and suspension of 14 days or less). An Employee will be subject to discipline only for such cause as will promote the efficiency of the service.

b. Disciplinary actions against all Employees should be based on just cause, include fair consideration, and be consistent with applicable laws and regulations. In general, progressive discipline requires the least stringent penalty to motivate improved behavior. Punitive discipline normally will require a stronger penalty to preclude repeated acts of misconduct and to deter such conduct by others.

Section 3.

a. Prior to making a determination as to whether or not disciplinary action is warranted, the Employer shall conduct a preliminary inquiry to document the facts, if the facts are not readily apparent. The inquiry may include discussions with the Employee(s) concerned as appropriate.

b. Employees are entitled to be represented at any examination held for this purpose if:

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

(2) The Employee requests representation.

c. If the Employee desires such representation, the Union will be notified and allowed a reasonable period of time to be present (1 hour for criminal investigations and 4 hours for administrative investigations) before further action occurs.

Section 4. Disciplinary action will normally be initiated within a reasonable period of time following Management's knowledge of the alleged incident. In cases where disciplinary actions may be taken based upon formal investigative or civil actions generated at the Commander's level or third Party, the period may be adjusted accordingly.

Section 5. An Employee who is issued a written reprimand is entitled to:

a. A specific description of the infraction for which reprimanded;

b. An opportunity to review the material relied upon to support the reprimand; and

c. Advice concerning the Employee's right to grieve the action using the negotiated grievance procedure.

Section 6. An Employee against whom a suspension of 14 days or less is proposed is entitled to:

a. An advance written notice stating the specific reasons for the action;

b. The name of the deciding official to whom the Employee may respond;

c. Be provided at least five (5) calendar days following receipt of the proposed action to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the Employee's answer. Upon request of the Employee, Management will consider reasonable requests for extensions;

d. Be represented by an attorney or other representative including a Union representative;

e. Be advised of his pay status during the notice period, if applicable; and

f. Be granted a reasonable amount of official time, if otherwise in a duty status, to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

Section 7. The official making the final decision on disciplinary matters (excluding letters of reprimand and informal discipline actions) shall normally be at a higher level in the activity than the proposing official, except where the proposing/deciding official is also the Commander. After any investigation and consideration of the Employee's response and any mitigating factors, the deciding official may;

a. Withdraw the action proposed;

b. Institute a lesser action; or

c. Take the proposed action.

The phone number of the Union President should be included in the letter.

Section 8. Where the final decision is unfavorable to the Employee, he will be advised of his right to appeal the decision under the negotiated grievance procedure or under the EEO procedure if applicable. The name of the local Union representative should be included in the decision letter.

Section 9.

- a. An Employee will be given at least five (5) calendar days advanced notice of the decision to the effective date of a suspension.
- b. Formal disciplinary actions will be documented in the Employee's Official Personnel Folder in accordance with appropriate regulations. Informal actions will be maintained by the Employer for a period not to exceed eighteen (18) months.

Section 9.

a. The Employee shall be notified by the Employer when any derogatory matter is placed in any employee file. The Employee shall have the opportunity to discuss the matter with the supervisor. The Employer will offer the Employee the option to initial and date all derogatory information placed in an employee file. The Employee's initials will signify knowledge of, not necessarily concurrence with, the entry. The Employee has the right to review and acquire a copy of the Supervisor's Employee Brief within a reasonable time (normally, 24 hours) after the Employee's request. The Employee will be given the opportunity to attach a written rebuttal to the entry, within 20 calendar days.

b. The Parties understand that Supervisor's Employee Brief is subject to provisions of the Privacy Act.

**ARTICLE 23  
ADVERSE ACTIONS**

Section 1. The Employer shall determine when the need arises for adverse actions and such adverse actions will be administered in accordance with Fort Sill Regulation 690-3, 5 CFR Part 752 and other applicable laws and regulations and this agreement.

Section 2.

a. An adverse action is defined as a removal, suspension for more than fourteen (14) days or a reduction in grade or pay taken for cause, or furlough for thirty (30) days or less.

b. This Article does not apply to suspensions or removals taken in the interest of national security (5 U.S.C. 7532), actions taken under RIF procedures, reduction in grade or removal of Employees based upon unacceptable performance under (5 U.S.C. 4303) or to the separation of an Employee serving a probationary or trial period under an initial appointment pursuant to 5 U.S.C. 7511 (a) (1) (A).

c. An Employee will be subject to adverse action only for such cause as will promote the efficiency of the service.

Section 3.

a. Prior to making a determination as to whether or not adverse action is warranted, the Employer will normally conduct a preliminary inquiry to document the facts, if the facts are not readily apparent. Any such inquiry will normally include discussions with the Employee(s) concerned as appropriate.

b. Employees are entitled to be represented at any examination held for this purpose if:

(1) The Employee reasonably believes that the examination may result in adverse action against the Employee; and

(2) The Employee requests representation.

c. If the Employee desires such representation, the Union will be notified and allowed a reasonable period of time to be present (1 hour for criminal investigations and 4 hours for administrative investigations) before further action occurs.

Section 4. Adverse action will normally be initiated within a reasonable period of time following Management's knowledge of the alleged incident. In cases where adverse action may be taken based upon formal investigative or civil actions generated at the Commander's level or third party, the period may be adjusted accordingly.

Section 5. A notice of proposed adverse action against an Employee shall be in writing. The Employee is entitled to:

a. An advance written notice of at least thirty (30) calendar days, stating the specific reasons for the proposed action. Where there is reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed, a lesser notice period will be warranted.

b. Be represented by an attorney or other representative including a Union representative. Representatives must be designated in writing.

c. Be provided at least fifteen (15) calendar days following receipt of the proposed action to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the Employee's answer. Upon request of the Employee, Management will consider reasonable requests for extensions.

d. The name of the deciding official to whom the Employee may respond; and

e. A statement of the Employee's pay status during the notice period, if applicable.

Section 6. An Employee who otherwise is in a duty status shall be authorized a reasonable amount of official time to review the material relied upon by the Employer in proposing an adverse action and for the purpose of preparing and submitting an oral and/or written response.

Section 7. The official making the final decision on adverse actions shall normally be at a higher level in the activity than the proposing official, unless the proposing/deciding official is the Commander, and will issue a written decision stating the specific reasons at the earliest practical date. After any investigation and consideration of the Employee's response and any mitigating factors, this deciding official may:

- a. Withdraw the action proposed;
- b. Institute a lesser action; or,
- c. Take the proposed action.

Section 8. Where the final decision is unfavorable to the Employee he will be advised of his right to grieve the matter under the negotiated grievance procedure, appeal the action to the MSPB, or file a complaint under the EEO procedure, if applicable, but can only file under one of the above discussed procedures.

Section 9. On suspension actions, an Employee will be given five (5) calendar days from the date of receipt of the decision to the effective date of the action to be taken. If the suspension action is for thirty (30) days or more, at the Employee's request, Management may consider incremental periods in lieu of a continuous suspension. The Employer shall provide the Union with a copy of all adverse action decisions, where requested by the Employee.

## **ARTICLE 24 EMPLOYEE ASSISTANCE PROGRAM**

### **PART I - Employee Counseling Services**

Section 1. The Employer recognizes that behavioral and/or emotional problems unrelated to alcohol or other drug abuse can interfere with an Employee's job performance.

Section 2.

a. A supervisor shall provide the telephone number of the Employee Counseling Services Program at Fort Sill to any Employee who acknowledges having a behavioral/emotional problem and requests assistance. If the supervisor reasonably suspects that the Employee has a problem in this area, the supervisor should contract the Fort Sill Employee Assistance Program officer for consultation to determine what assistance may be available to the employee in the local area. Any Employee may seek the assistance of the program without notifying the supervisor.

- b. Employee participation in the program shall be voluntary.

## **PART II - Alcohol and Drug Abuse Program**

Section 3. The Employer and the Union agree to support the Department of the Army Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) and have as their goal the early identification and rehabilitation. Early intervention will be helpful in returning Employees to full productivity.

Section 4.

a. Each Employee is responsible for:

(1) Recognizing the adverse effect that alcohol or other drug abuse is having on job performance;

(2) Seeking appropriate assistance in problem resolution; and

(3) Bringing job performance to an acceptable level through control of the problem.

b. When an Employee has alcohol or other drug abuse problems he may obtain assistance by volunteering for referral to the ADAPCP program directly through his supervisor, Civilian Program Coordinator, Occupational Health Service, Union representative or other source.

Section 5. Participation by an Employee in all aspects of the ADAPCP program is voluntary. Employees who choose to accept ADAPCP services will be referred to an approved rehabilitation program in the community, if available.

Section 6. Only a physician can make the diagnosis of alcohol and/or drug addiction. Until a physician has made a diagnosis, no diagnostic term will be used with reference to the individual.

Section 7. An initial interview will be conducted with an Employee referred to the ADAPCP. This interview will be conducted by a counselor and will be completed prior to the Employee's referral to an approved community rehab program or a physician for clinical evaluation.

Section 8. Employees will be granted sick leave, annual leave or leave without pay, or other authorized leave in accordance with existing rules and regulations, to obtain treatment and rehabilitation, provided the treatment is under the control of the Army ADAPCP program or a physician.

Section 9. Normally, employees will not have job security or promotion action jeopardized by a request for counseling or referral assistance, except as limited by a sensitive position assignment or where and adverse action has already been initiated.

Section 10. Normally, initiation of adverse/disciplinary action for absenteeism or misconduct related to alcohol or other drug abuse will **not** be postponed for those that enroll an approved

rehabilitation program. An employee that voluntarily enrolls, corrects their behavior, and maintains satisfactory enrollment in a rehabilitation program, may have their adverse/disciplinary action mitigated or held in abeyance, at the discretion of the deciding official. If the adverse action proposed is removal, such action will normally only be held in abeyance or mitigated based only on an employee's enrollment/rehabilitation action, subsequent to a Last Chance Agreement. [In other words, if any employee receives a proposed removal for repetitive unacceptable behavior or an incident so grievous as to warrant removal for a first or second offense, and the only mitigating factor is the employees enrollment in ADAPCP, the mitigation or delay of the removal action will only be considered if the employee enters into a comprehensive last chance agreement].

#### Section 11.

- a. The Union may have a representative at any at unit training program provided for bargaining unit Employees concerning the ADAPCP program.
- b. Union representatives may be invited to Management training on the program.

### **ARTICLE 25 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Section 1. The Employer and the Union agree that they are mutually committed to the principle of equal opportunity in employment or conditions of employment for all persons. It is further agreed that discrimination because of race, color, religion, gender, national origin, age, or nondisqualifying handicap shall be prohibited. The Employer agrees to promote the full realization of equal employment opportunity through a positive and continuing effort. An Employee may grieve an incident of discrimination or file a complaint of discrimination using the EEO Complaints Processing System, but not both.

Section 2. An Employee may have a representative of his choice at any stage in the process of an EEO complaint. However, if the complainant is not represented by the Union or by a Union representative acting as a "personal representative", the Union will be granted an opportunity to attend formal discussions held for the purpose of finalizing settlement agreements of formal complaints. This provision does not apply to settlement meetings wherein the Union is involved in the allegation(s) of discrimination.

**Section 3. An employee and/or his representative shall be given a reasonable amount of official time to prepare and present an EEO complaint.**



## **ARTICLE 26 SEXUAL HARASSMENT**

Section 1. Sexual harassment is a particular type of sex discrimination which undermines the integrity of the employment relationship. All Employees must be allowed to work in an environment free from unsolicited and unwelcome sexual behavior.

Section 2. Employees who are sexually harassed by supervisors, superiors, co-workers, or peers, should make it clear that such behavior is offensive and report the harassment to the appropriate level. It is the responsibility of the supervisor/manager to examine the matter and take necessary action, as appropriate.

Section 3. An Employee may grieve an incident of sexual harassment or file a complaint of harassment, using the EEO Complaints Processing System, but not both.

## **ARTICLE 27 SAFETY AND HEALTH**

Section 1. It is agreed that a work environment of safety and health is conducive to high morale and maximum efficiency. Therefore, the Employer will continue to make every reasonable effort to provide and maintain safe working conditions and to comply with applicable Federal laws and regulations relating to the safety and health of Employees.

Section 2. The Union agrees to support the safety program through encouragement to all Employees to conscientiously abide by established safety rules, regulations, directives, etc., to report job-connected injuries or illnesses to their supervisor immediately, and to complete all forms required by applicable regulations.

Section 3.

a. The Employer agrees to promptly respond to Employee reports of unsafe or unhealthy working conditions. Any Employee or Union representative who believes that an unsafe or unhealthy working condition exists in any work-place where such Employee is employed, is encouraged to report the unsafe condition to his supervisor and shall have the right to make a report of the unsafe or unhealthy working condition to the Installation Safety Officer and/or Occupational Safety and Health Act (OHSA) and request an inspection of such workplace for this purpose.

b. No Employee shall be subject to restraint, coercion, discrimination, or reprisal for reporting or filing a complaint of unhealthy or unsafe working conditions.

Section 4. The Employer will pursue such accommodations as may be necessary to provide a safe and healthy work environment for physically disadvantaged Employees. These actions may

include the installation of guard rails, wheelchair ramps, reserved parking spaces, accessible water fountains, rest rooms, break rooms, and eating facilities.

#### Section 5.

a. Employees shall immediately, or as soon as practicable, report to their supervisor all injuries and occupational illnesses which occur on or as a result of the job. Employees shall be released to seek medical treatment with a CA-1 and CA-16 form for traumatic injuries. The supervisor shall provide the Employee with a Form CA-2 for occupational diseases, but the employee is not entitled to a CA-1 or CA-16 for occupational disease claims. Such claims require Department of Labor (Workers Compensation) approval prior to any paid treatment.

b. The Employer agrees to assist the Employee in filing the appropriate forms and documentation regarding the illness or injury with the OWCP. Such assistance will include an explanation of the benefits and options available under the Federal Employees Compensation Act and submission of such forms through the Fort Sill CPAC to OWCP.

c. When an Employee has been returned to work by medical authority for a temporary period of light duty, the Employer agrees to make every effort to assign the type of work to the Employee that will not aggravate his illness or injury when such work is available and which he is qualified to perform.

d. In the event of a work-related injury during the Employee's duty hours, work lost by the Employee on the day or shift on which the injury occurred will be excused without charge to leave (in accordance with appropriate OWCP regulations). If the injury incapacitates the Employee for work beyond the day the injury occurred, then the Employee will be advised of and assisted with the provisions of the Federal Employees Compensation Act regarding use of leave or continuation of pay by the Employer. Any additional days off beyond the day of injury and treatment must be supported by a medical statement from the Employee's treating physician.

#### Section 6.

a. Safety equipment and protective devices and clothing will be provided to Employees as needed and prescribed by applicable directives and regulations.

b. The Employer will provide cleaning and repair of government owned protective clothing and devices.

c. The Employer will provide each Employee whose duties require the use of safety footwear an annual allowance of \$100 for the purchase of such items. The Installation Safety Office will review each Employee's request for safety footwear. As a minimum, footwear must satisfy the safety requirements for the work situation, e.g., steel toe, electrical hazard, ankle height, etc. Deviations to the foregoing will only be allowed with

a physician's certification. Payment of this allowance will be made in the last pay period in October.

Section 7. If safety inspections are conducted by the Employer, the inspections will be in accordance with applicable regulations and the Union will be notified at least 24 hours in advance, provided the Employer has sufficient advance notice. A Union representative may accompany the inspector.

Section 8. The Employer agrees to abate any unsafe or unhealthy working conditions revealed by its own inspections or OSHA findings. If the Employer determines that an unsafe or unhealthy working condition exists, a notice will be posted in accordance with applicable regulations.

Section 9. When an Employee believes he is exposed to a health or safety hazard, which presents an imminent danger, which may cause death or serious physical harm, the Employee shall immediately take appropriate action to protect life and limb and promptly notify the nearest available supervisor. The Employer shall make an evaluation of the situation and after discussions with appropriate safety personnel, make a decision as to whether work may proceed. If the Employee disagrees with the determination of the Employer, the Employee may grieve the decision under the negotiated grievance procedure. If it is determined that an imminent danger exists, the Employee will not be obligated to return to the assignment until the imminent danger is removed.

Section 10. Employees will not be required to perform work in an area that is determined to be unsafe or unhealthy unless such unsafe or unhealthy condition can be alleviated through the use of appropriate safety equipment, and/or the Employee receives the appropriate hazard or environmental differential pay in accordance with applicable regulations.

Section 11. MEPS will provide the Union with copies of on-the-job accident reports on bargaining unit members, on request. It is understood that privacy act data will be removed, unless the employee involved specifically waives their right to such protections.

Section 12. Employees will be required to participate in mandatory programs provided for in applicable regulations governing sight and hearing conservation and periodic examinations for those exposed to physical contaminants, contagious diseases, toxic agents, etc.

Section 13. Prompt medical treatment will be provided for Employees injured on the job to include transportation where required.

Section 14. When Employees are required to work in extreme conditions the Employer will consider reasonably altering normal work/rest period regimes to provide for more rest/recovery time.

Section 15.

a. The utmost effort will be made to preserve the confidentiality of personal/personnel medical records. Knowledge of positive HIV test results will be limited to a very small number of people with a bona fide need to know.

b. The Employer will provide necessary barrier protections in accordance with OSHA/Center for Disease Control standards, such as gloves, mouth- pieces, etc. for Employees who may come in contact with blood or other body fluids during their assigned duties.

c. The Employer and Employees will follow all applicable regulations and guidelines relating to the prevention of transmission of blood borne pathogens in the health care setting, commonly known as universal blood and body fluid precautions or “universal precautions.” This includes having an approved HIV germicidal available for immediate use as established by the Center for Disease Control.

d. As determined by medical authority, HIV infected Employees should be allowed to continue working as long as they are able to maintain acceptable performance and do not pose a safety and health threat to themselves or others in the work place.

**ARTICLE 28  
TOOL POLICY**

Section 1. The purpose of this Article is to promulgate the policy for accountability, control, and replacement of tool kits.

Section 2. Initial issues of required hand tools, specialized tools, equipment, powered tools, and other similar items will be provided by the Employer at no cost to the Employee. Tool calibration will be accomplished, as required, using government resources.

Section 3. The Employer will designate suitable secure storage areas for Employee tool kits in and/or near the shop/work area or work vehicle. When government issued tools or equipment are lost or damaged because of fire, theft, or other adverse action, while locked and stored in an authorized secure area, the loss shall be immediately reported to the Employee's supervisor. The Employer will:

a. Investigate the circumstances surrounding the loss or damage and report the incident to the local security/military police as appropriate; and

b. Request a report of survey in accordance with applicable regulation.

Section 4. The Employer will replace tools as needed. However, the Employee will replace government tools that are lost, broken, or stolen while in the possession of the Employee due to

the Employee's ordinary negligence. A joint supervisor/Employee inventory will be made at the time of initial issue, at least annually thereafter, and upon final turn-in to ensure total accountability of all issued tools. Shortages will be replaced by the Employee at the Employee's expense. The Employee may either purchase the shortage(s) from the Employer or from a dealer of his choice, provided the tool(s) is/are of equivalent quality.

Section 5. Employees may be authorized to transport assigned tool kits by public conveyance and/or privately owned vehicles. When such transportation is authorized, hand receipts for tool kits containing government owned tools will be annotated to read, "Employee is authorized to transport tools, identified herein, by public conveyance and/or privately owned vehicle."

Section 6. Summary:

- a. Government provides initial issue of tools;
- b. Employer replaces tools as needed;
- c. Employee only replaces if any tool is lost, broken, or stolen due to ordinary negligence;
- d. Employer provides secure area for off-duty tool storage. Loss from secure area is subject to report of survey (i.e., Employee is not responsible if tools were in government provided secure area when stolen); and
- e. Inventories are conducted to ensure total accountability.

## **ARTICLE 29 GRIEVANCE PROCEDURE**

Section 1. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. Efforts will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 2. A "grievance" means any complaint:

- a. By any Employee concerning any matter relating to the conditions of 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 3. The following matters are specifically excluded from the coverage of this Article:

(1) Any claimed violation of Subchapter III of Title 5 of the U.S.C. (relating to prohibited political activities);

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

(3) A suspension or removal under Section 7532 of Title 5 of the U.S.C. (in the interests of National Security);

(4) Any examination, certification, or appointment;

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

(6) A preliminary warning or proposal of an action which, if effected would be covered under this procedure or under a statutory appeals procedure;

(7) Non-selection from a properly constituted referral list or certificate of candidates;

(8) Individual Employee RIF actions appealable to the MSPB;

(9) An action terminating a temporary promotion without cause;

(10) Individual Employee claims, which both Parties agree to raise to the appropriate government-wide authority (such as GSA, GAO, and OPM) which are accepted and decided upon; and,

(11) Non-adoption of a suggestion, disapproval of a quality salary increase, performance award, or any other kind of honorary or discretionary award.

(12) Separation during probationary period or trial period.

b. This procedure shall be the exclusive procedure available to Employees of the bargaining unit for resolving grievances described in Section 2 above except:

(1) An aggrieved Employee affected by a removal or reduction in grade based on unacceptable performance (5 U.S.C. 4303) or adverse action (5 U.S.C. 7512) may, at his option, raise the matter under only one of the following procedures: A statutory procedure or a negotiated procedure.

(2) An Employee who alleges a prohibited personnel practice under 5 U.S.C. 2302 (b) (1) (relating to equal employment opportunity violations) may either:

a. File a First Step grievance pursuant to this Article within twenty (20) calendar days following:

1. The date of the alleged discriminatory incident;
2. The date upon which the aggrieved became aware of the alleged discriminatory incident or situation;
3. The date of the Employee's final interview with the EEO counselor.

b. Initiate a mixed case appeal to the MSPB.

c. Initiate an action under the EEO complaint procedure by filing a Formal Complaint of Discrimination, or through the EEO ADR process.

(3) An Employee shall be deemed to have exercised his option of procedure under this section when the Employee files a timely written formal complaint under the applicable procedure.

Section 4. Informal Procedure: Employees and/or their representative(s) are encouraged to discuss issues of concern to them informally with their supervisors at any time. Issues concerning any matter relating to the employment of an Employee must be discussed informally with the Employee's supervisor prior to filing a formal grievance. The supervisor may respond orally or in writing. A Union representative may attend informal resolution meetings if requested by the Employee.

NOTE: If the substance of the grievance concerns an action, directive or decision made at a level other than the first-line Management official, the Parties may agree to initiate the grievance with another Management official with authority to settle the grievance.

Section 5. Formal Procedure:

a. First Step. The aggrieved Employee and/or his representative will present the grievance in writing to the Commander, or his/her representative, within twenty (20) calendar days from the specific act or occurrence, or at any time when it concerns dissatisfaction with continuing conditions. The grievance must be presented in writing on the grievance form (see Appendix II) and contain sufficient detail to identify and clarify the basis for the grievance and specify the personal relief requested. The Commander will review the grievance and discuss the matter with the Employee and/or his representative. If a discussion is held, an invitation must be extended to the Union to be present, even if the grievant has not designated a Union representative. The Commander shall have twenty (20) calendar days from the date following the day the grievance was received to give the

Employee(s) a written decision. If an alternate official renders the decision it shall be rendered within ten (10) calendar days after the action was referred or within twenty (20) calendar days from the date following the day the grievance was received, whichever is sooner.

b. Second Step. If the grievance is not satisfactorily settled at the First Step, the Union or the Employer may refer the matter to arbitration. No new issues will be raised before the arbitrator that has not been introduced at Step One.

**Section 6. Employer-Union Grievance Procedure: An attempt will be made by both Parties to resolve disputes, which arise from grievable matters described in this Agreement over which the Party complained against has control. Failure to do so will be followed by submitting the dispute in writing to USMEPCOM CPO, if initiated by the Union. If the dispute is not settled by this method, either Party may submit the matter to arbitration in accordance with the procedures contained in this agreement.**

Section 7. Disputes that cannot be resolved by the Parties concerning grievability or arbitrability, will be referred to the Arbitrator as a threshold issue at the hearing on the merits. A threshold issue may be submitted to the arbitrator by either Party.

Section 8. A grievance under the negotiated procedure will be canceled at the Employee's written request. It will also be canceled upon the Employee's leaving the bargaining unit unless the grievance involves an adverse action. A copy of the written request will be provided to the Union.

Section 9. All time limits in this Article may be extended by mutual agreement. However, failure of the Employer to observe the time limit shall entitle the Union to proceed directly to arbitration. In such cases, the Employer will pay 25% of the arbitration costs. Failure by the aggrieved to present the grievance within the time limits at any step so that the grievance is not received by the individual specified in these procedures will result in termination of the grievance. In such cases the aggrieved will be notified in writing. Any extension of a time limit expressed in this Article should be presented, in writing, before the expiration of that time limit. Requests by the Employer for time extensions will be presented to the grievant's designated representative, if any, or the Union President, or to the grievant, if self-represented. Requests by the aggrieved for time extensions will be presented to the Commander.

Section 10. In most instances, Employees are required to use the Informal and First Steps before proceeding to Arbitration. However, there may be issues considered appropriate for processing directly to Arbitration, where the Commander has acted as the Deciding Official in an action and the Employee/Union determine that the First Step of the grievance would be counterproductive, due to the serious nature of the actions involved, or the previous formal consideration of the issues. Therefore, Employees seeking to file a grievance or requesting advice regarding the filing of a grievance will be advised that grievances involving the following issues may be initiated at the Arbitration Step within twenty (20) calendar days of the decision or occurrence being grieved:



- a. Formal Adverse Actions;
- b. A removal or reduction in grade based on unacceptable performance (5 U.S.C. 4303); or
- c. Gross waste, mismanagement and fraud or a substantial and specific danger to public health or safety.

Section 11. An Employee or group of Employees wishing to present a grievance under Section 5 without representation of the Union may do so. Any adjustment of such grievance must be consistent with the terms of this Agreement, and the Union must be given the opportunity to be present at any formal meeting if such is held.

Section 12. All arrangements for a Union representative, if any, must be made by the Employee presenting the grievance. Management will be provided a written designation of the Union representative. An Employee may change the representative provided the Commander is notified of the change, in writing, and the representation is in accordance with the above section.

Section 13. The Employer agrees to provide limited space for the use of the Employee and his Union representative that will afford some privacy to discuss/prepare a grievance. The space within the Center is limited and may not be available at all times.

Section 14. Employees and their representative will receive a reasonable amount of official duty time to investigate, prepare, present, and respond. Time granted will necessarily depend upon the facts, complexity, and circumstance of each case.

### **ARTICLE 30 ALTERNATE DISPUTE RESOLUTION PROCESS**

Section 1. All Employees are encouraged to use the Alternate Dispute Resolution (ADR) process for resolving problems concerning working conditions. It is the intent of the Parties that differences be resolved promptly, equitably and, whenever possible, informally.

Section 2. An Employee(s) may elect to have an issue resolved by an ADR Committee or may proceed through the negotiated grievance procedure or statutory procedure. The Employee's election must be presented in writing on the ADR Form (see Appendix III), contain sufficient detail to identify and clarify the basis for the grievance, and specify the personal relief requested. An election of the ADR process means the Employee(s) will accept the decision of the Committee as final. An Employee's election to pursue a grievable action, except termination actions, through the ADR process constitutes a waiver to pursue the matter through the grievance procedure, the EEO ADR procedures the Equal Employment Opportunity Commission (EEOC), the MSPB, and other statutory processes. Termination actions may be considered under ADR, however, an Employee may then file a statutory appeal if he is not satisfied with the ADR

decision. The settlement of a complaint through the ADR process will be considered a nonprecedent setting resolution.

Section 3. An ADR Committee is hereby established for each of the four individual organizations of the Employer. The ADR Committee will be under the auspices of the respective Partnership Council in each individual organization and will be comprised of

- a. One Management representative (not in the Employee's chain of command);
- b. One Union representative (not the steward representing the Employee);
- c. One peer Employee; and
- d. One peer supervisor.

Section 4. Exclusions to the ADR Process: Issues must be within the control of the Employer. Issues in the following areas are excluded from the ADR process:

- a. Claimed violations of 5 U.S.C., Chapter 73, Subchapter III, relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under 5 U.S.C. 7532, relating to National Security;
- 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. A qualification determination concerning the ineligibility of an Employee for a particular position. (This may be grieved under the negotiated grievance procedure.);
- g. The termination of an Employee serving an initial probationary period.

Section 5. ADR Procedure:

a. If informal attempts under Section 4, Article 29, Grievance Procedure, fail to resolve an issue, an Employee may elect to have his issue heard by this Committee or proceed through the negotiated grievance procedure, within twenty (20) calendar days of the incident in question, or proceed through a statutory procedure. The Employee's election of the ADR process will be presented to the first-line supervisor. Upon election of the ADR process, the supervisor will notify the CPAC Personnel Management Specialist. When a complaint concerns a decision of a disciplinary action, the ADR election will be

presented to a Management official above the level of the supervisor who took the action, if possible.

b. Upon notification of election of the ADR process, the Personnel Management Specialist will meet with the Union President or designee to establish the ADR Committee. The peer Employee and peer supervisor will be selected from two (2) lists of no more than twelve (12) volunteers, updated annually. The Personnel Management Specialist and Union President or designee will jointly select the peer Employee and peer supervisor, neither of whom will be involved in the issue. The Employee and the supervisor will have ten (10) calendar days to provide issues and interests in writing to the Committee. No member of the Committee will receive or review the written issues and interests from either party until all Committee members have been identified.

Section 6. All members of the ADR Committee and all participants will be on a reasonable amount of duty time for the necessary ADR actions.

Section 7. The ADR Committee may interview witnesses, investigate as needed, request information from the Union, Employees, or Management, and conduct a hearing if they so wish, in order to make an equitable decision on any case before them. The Committee tasks include additional fact-finding, determining legal requirements, developing resolution option(s), and making a decision, using interest-based problem solving, etc.

Section 8. The decision of the ADR Committee will be by consensus and will be binding on all parties except termination actions. However, either party may decide to invoke arbitration. The ADR decision will be provided to the Employee within five (5) calendar days after all factfinding has been completed, unless there are complications.

Section 9. The ADR Committee will have a wide latitude to impose penalties for any wrong doing, correct any problems between Employees, Employees and their supervisors, or between other personnel as the Employer determines, and can overturn any proposed action or decision by Management officials, as long as their decision does not violate law.

Section 10. The ADR Committee may publicize its decisions subject to privacy issues.

Section 11. Issues over the interpretation or application of this ADR agreement will be resolved by the Partnership Council.

## **ARTICLE 31 ARBITRATION**

Section 1. A request for arbitration may be invoked only by the Union or the Employer and will be invoked only after all procedural steps have been properly pursued by the Parties to resolve the dispute in accordance with Article 29, Grievance Procedure. Any request for arbitration must

be submitted in writing within fifteen (15) calendar days after receipt of the final decision under the grievance procedure.

Section 2. When arbitration is invoked by either Party, the Parties will submit a joint request, normally within five (5) calendar days, to the FMCS for a list of seven impartial persons qualified to act as arbitrators. The party invoking arbitration shall pay any fees required by FMCS for the list of potential arbitrators. The Parties shall meet within ten (10) calendar days after the receipt of such a list to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, the Union and the Employer representative shall each strike one arbitrator's name from the list of seven and shall then repeat this procedure. The Party invoking arbitration shall strike second. The remaining name shall be the duly selected arbitrator.

Section 3. If, for any reason, either Party refuses to participate in the selection of an arbitrator and all other requirements for arbitration of this agreement are satisfied, the other Party may, at their option, make a selection of an arbitrator from the list or cancel the arbitration action.

Section 4. The fee and expenses of the arbitrator shall be borne equally by the Union and Employer. It is further agreed that the Union and the Employer shall share equally the expenses of any mutually agreed upon services in connection with the arbitration processing. The Employer agrees to provide the space for the proceeding at no cost to the Union. If either Party withdraws the case from arbitration after a fee has been incurred from the arbitrator, the withdrawing Party shall pay the fee in full. If the withdrawal occurs due to a settlement, the fee payment shall be determined in the settlement agreement.

Section 5. The arbitration process to be used will be a formal hearing unless the Parties agree to one of the following:

a. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

b. Expedited arbitration may be used to expedite the resolution of the grievance. In such case, the arbitrator will be directed to announce his award at the close of the hearing. (Each side will have thirty (30) minutes to present a closing statement on their case, before a decision is made.)

Section 6. Where there are threshold issues raised by either the Union or Employer, the Arbitrator must rule on these issues prior to holding a hearing on the merits of the grievance.

Section 7. The arbitrator will be requested to render a decision and remedy within thirty (30) calendar days after the conclusion of the hearing. The arbitrator shall date the award upon mailing of the decision.

Section 8. The arbitrator's award shall be final and binding on the Parties except that either Party or both may file exceptions to the arbitrator's award with the FLRA under regulations prescribed by the FLRA.

Section 9. The arbitrator shall have no power to add or subtract from, disregard or modify any of the terms of this Agreement. However, the arbitrator shall have the authority to resolve any questions concerning arbitrability and/or grievability.

Section 10. In considering grievances concerning matters covered by 5 U.S.C. 4303 (reduction in grade or removal of an Employee for unacceptable performance) and 5 U.S.C. 7512 (adverse actions), the arbitrator shall be governed by 5 U.S.C. 7701 (c), as applicable.

Section 11. The Party initiating a request for arbitration (i.e., the Union or the Employer) may request withdrawal of the case from arbitration at any time. The arbitration is automatically canceled upon movement of the grievant out of the bargaining unit unless the grievance involves an adverse action. If the Employee desires to withdraw the arbitration, the Employee must sign a statement so declaring. If the Union wishes to continue the arbitration, the Union will bear the expense of the arbitrator and court reporter.

Section 12. The Parties agree that only the minimum number of relevant witnesses who have a direct knowledge of the circumstances and factors bearing on the case will be called. Both Parties agree to exchange lists of witnesses normally ten (10) calendar days before the arbitration or expedited arbitration hearing.

Section 13. All Employees who are called as witnesses will be excused from duty without charge to leave to the extent necessary to participate in the arbitration.

## **ARTICLE 32 NEGOTIATIONS**

Section 1. Both Parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. Subjects appropriate for negotiation between the Parties are personnel policies and practices and other matters relating to or affecting working conditions of Employees within the bargaining unit. The Employer agrees to negotiate with the Union on any new policy or change in established policy prior to implementation as appropriate under the circumstances.

**Section 2. In accordance with Article 4, Employer Rights, where the actual change is not subject to negotiations, the impact upon the Employees and procedures for implementing the change may be negotiated. All changes will be held in abeyance until negotiations are completed unless the change covers one mandated by law, or there is an agreed to compelling need. If either party alleges a compelling need, negotiations will be expedited.**

Section 3. The Employer or the Union will furnish written notice of proposed change affecting conditions of employment or change to the negotiated agreement to the designated representative of the other Party. Such notice will be given upon finalization of all preparatory actions and decisions necessitating the change. The proposed change will not be implemented without giving the other Party an opportunity to negotiate, as appropriate.

a. The Employer shall notify the Union twenty (20) calendar days or more prior to the planned implementation date of the proposed change. The Union shall give the Employer its request to bargain within ten (10) calendar days.

(1) If the Union does not request negotiations within the time limit, the Employer may implement the proposed change without further notice.

(2) Upon timely request by the Union, the Parties shall enter into good faith negotiations, as appropriate, with a view toward reaching an agreement. Negotiations shall commence within ten (10) calendar days unless both parties agree to a later date.

b. In the event, the Parties become engaged in a negotiability dispute or reach impasse, either Party may seek the services of the FMCS, the FSIP, or the FLRA, as appropriate. The party requesting negotiations must invoke the services of FMCS/FSIP within ten (10) calendar days after reaching impasse, or forfeit the right to pursue the issue further.

**(1) The Employer further agrees to retroactively apply any procedures for implementation and appropriate arrangements for the Employees adversely affected as negotiated by the parties or as imposed upon them by the Panel.**

(2) The Parties agree to begin negotiations, as appropriate, within ten (10) calendar days after a negotiability dispute decision by the FLRA.

Section 4. It is the responsibility of both Parties to conduct mid-term bargaining in good faith and in such a manner as will promote the efficiency of the Federal service and a harmonious relationship between the Union and the Employer. Accordingly, mid-term negotiations, as appropriate, will be conducted as informally and as efficiently as is practical for the given situation. One or more of the ground rule provisions listed below may be invoked by either Party if more economical and efficient methods for accomplishing the instant negotiations are not evident or agreed to by the Parties.

a. The request to invoke mid-term negotiations, in accordance with Article 36, shall articulate the issues to be discussed.

b. Each Party will designate, in writing, a spokesperson who will be empowered to speak for and make binding commitments for his Party or negotiating committee.

c. Union negotiators at any level of the bargaining unit will be on official time during negotiations, mediation, and impasse resolution sessions. If Union negotiators are

scheduled to work a different shift from the time of negotiations, mediation, or impasse, the Employer shall change that Employee's shift so that he will be on official time, subject to timely notification by the Union and where essential mission requirements are not impacted.

d. The number of Union representatives for whom official time will be authorized for negotiations shall be at least two but shall not otherwise exceed the number of individuals designated as representing the Employer.

e. The Parties will exchange names of the members of the negotiating team as soon as possible prior to negotiations.

f. Union representatives may be granted a reasonable amount of official time to prepare for negotiations. The amount and schedule of time provided will be decided on a case-by-case basis.

g. Upon reaching agreement, the terms may be reduced in writing at the request of either Party. Terms so formalized will be authenticated by the signatures of the respective spokespersons.

h. When the Parties cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed, the Parties shall again attempt to resolve any impasses.

i. When the Employer believes that a matter is nonnegotiable, it will immediately advise the Union of its rationale for such belief. After all negotiations have been completed, the Union will request a confirmation of the Employer's allegation. The Union then has the right to proceed to the FLRA in accordance with Section 7105 (a) (2) (E) of Title VII and the regulations of the Authority and Sections 7117 (a), (b), and (c) of Title VII. To determine whether or not a compelling need exists (if that is the reason for the claim on non-negotiability), the criteria set out in the Authority's regulations will be used. The Parties will sign off on the rest of the issues being negotiated pending a decision by the FLRA on the negotiability issues.

Section 5. Union representatives will be entitled to official time, to prepare initial proposals, when this basic agreement is reopened in accordance with Section 1 of this Article. Not more than forty (40) hours will be provided for each negotiating committee member employed in the bargaining unit. For any Union official who is on an approved percentage basis of official time, the hours granted in this Article are in addition to their approved percentage of time. No overtime or compensatory time will be paid as a result of preparation time in this Article.

### **ARTICLE 33**

#### **DURATION, REVIEW AND SUPPLEMENTATION OF AGREEMENT**

Section 1. Effective Date and Term: The effective date of this agreement shall be the day it is approved by the DOD or the 31st day after it is signed by the Parties. If the DOD review reveals any violation of law or government-wide regulation, the Parties will meet within seven (7) calendar days of notification and attempt to renegotiate that language. The Agreement shall remain in effect for three (3) years from the signing of this Agreement. The Agreement shall be renewed for an additional three (3) year Agreement period on each third anniversary date thereafter, unless between one hundred five (105) and sixty (60) calendar days prior to the renewal date either Party gives written notice to the other of its desire to amend, terminate or modify the Agreement under the terms of this agreement noted below. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved. Such notice to amend or modify shall include the issues to be negotiated. No issues other than those submitted in accordance with the ground rules may be subject to negotiations.

Section 2. Amendments and Supplements: This Agreement may be amended and/or supplemented in accordance with the procedures in Article 29, Negotiations, and the following:

- a. By either Party when applicable law or government-wide regulations prompt change;
- b. By mutual agreement of the parties;
- c. By the Employer, when mission needs or policy changes prompt supplementation on matters not specifically covered by this agreement; or
- d. By the Union, no more than once every six (6) months commencing from the effective date of this agreement, when in the general interest of the bargaining unit, supplementation on matters not specifically covered by this agreement is warranted.

Section 3.

a. **Amendments and Supplements:** Amendments and supplemental agreements to this Agreement shall become effective on the date approved by the DOD or the 31st day after it is signed by the Parties.

b. Amendments and supplements shall remain in effect concurrent with the basic agreement.

Section 4. Re-opener Clause. Annually, within the period between one hundred five (105) days and sixty (60) calendar days prior to the annual effective date of this agreement, either party may propose, in writing, to amend, delete or modify up to three (3) articles. The parties shall meet and negotiate in accordance with the procedures outlined in Article 32, Negotiations. The Employer will distribute any amendments, deletions or modification to the bargaining unit.