

PARTNERSHIP



**PUTTING GOVERNMENT
IN YOUR HANDS**

AFGE LOCAL 2477

AND

PUEBLO CHEMICAL DEPOT

Effective date: 17 May 2015

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	
I	Definitions	
II	Rights of Employer	
III	Union Rights	
IV	Employee Rights	
V	Exclusive Recognition and Coverage of Agreement	
VI	Provisions of Law and Regulations	
VII	Firefighter's Only	
VIII	Labor-Management Cooperation	
IX	General Provisions	
X	Union Representatives and Official Time	
XI	Overtime, Holiday and Premium Pay for Sunday Work	
XII	Hours of Work and Tours of Duty	
XIII	Annual Leave	
XIV	Sick Leave	
XV	Dismissal and Leave Procedures in Emergency Situations	
XVI	Union Training	
XVII	Training	
XVIII	Clothing, Uniforms and Standards of Appearance	
XIX	Merit Promotion	
XX	Position Descriptions and Classification	

XXI	Reduction-in-Force
XXII	Contracting Out
XXIII	Unfair Labor Practices (ULP)
XXIV	Disciplinary and Adverse Actions
XXV	Grievance Procedure
XXVI	Arbitration
XXVII	Safety and Health
XXVIII	Publicity/Communications
XXIX	Voluntary Withholding of Union Dues
XXX	Civic Responsibilities
XXXI	Equal Employment Opportunity (EEO)
XXXII	Workers Compensation
XXXIII	Army Substance Abuse Program (ASAP)
XXXIV	Details and Temporary Promotions
XXXV	Performance Appraisals
XXXVI	Effective Date and Duration of Agreement

PREAMBLE

This agreement is made pursuant to Title VII of Public Law 95-454, known as the Civil Service Reform Act of 1978. The following articles of this agreement, together with any agreed to at a later date, constitute the agreement by and between the Pueblo Chemical Depot (PCD), of the United States Department of the Army, hereinafter called the "Employer", and the multi-unit of Guards, Fire Fighters, Boiler Plant Personnel, Fire Protection Inspectors, and Information Technology Office of Local 2477, American Federation of Government Employees (AFGE), hereinafter referred to as the "Union," for the employees in the unit described above, hereinafter referred to as the "Employees."

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties bound hereby agree as follows:

Whereas, it is the intent and purpose of the parties hereto to promote and improve the effectiveness and efficiency of the Employer,

Whereas, the parties hereto desire to facilitate and encourage the amicable settlement of disputes between the Employer and Employee involving conditions of employment,

Whereas, the public interest demands the highest standards of employee performance, and in consonance with Public Law 95-454 which states in effect that Unions are in the public interest.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

CPAC: Civilian Personnel Advisory Center

Days: Calendar days, unless otherwise specified

Detail: A temporary assignment of an employee to a different position with duties other than those described in the employee's official job description, for a specific period, with the employee returning to their regular duties at the end of the prescribed time

Employer: All specific references to any specific management official means Employer or any person having authority in the interest of the Agency to handle the specific action required by the specific provision

Medical Certificate: A written statement signed by a Medical Practitioner specifying:

(1) that the employee was incapacitated (unable to work) for duty, or undergoing examination, or treatment, as applicable;

(2) the specific period of time the employee was incapacitated or undergoing examination or treatment; and

(3) any restrictions and the length of time for these restrictions

MRE: Meal-Ready-to-Eat

Overtime (Forced) Roster: A list of all employees to determine who will be required to work by inverse seniority

Overtime (Off Platoon) Roster: A list of all employees and their accumulated overtime worked off platoon to include overtime for special projects in Security Directorate

Overtime (Volunteer) List: A list of employees and their requested shift and requested overtime

Permanent Day Shift: An employee is always on day shift and does not rotate shift

Projected Annual Leave: An employee's choice of projected leave which has been scheduled from 1-31 December for the next leave year

RDO: Regular day off

Seniority: Continuous service in the organization (Guard Force, Firefighters, etc.), however, any acceptance of a permanent job or a temporary job in excess of one year outside the organization, will establish the day he/she returns as the beginning day for seniority purposes.

Straight shift: An employee is always on days or graveyard shift and does not rotate

Union: American Federation of Government Employees (AFGE) Local 2477, the exclusive representative of the employees in the Bargaining Unit

Union Representative: President, First Vice-President, Second Vice-President, Treasurer/Recording Secretary, and appointed Stewards

ARTICLE II

RIGHTS OF EMPLOYER

Section 1. Public Law 95-454, Section 71 06 states as follows:

Section 2. Subject to Subsection b. below, nothing in this contract shall affect the authority of any management official of any Agency -

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

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

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

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

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

b. Nothing in this section shall preclude any Agency and any labor organization from negotiating –

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

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

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

Section 3. The provisions of this article will apply to all supplemental, implementing subsidiary or informal agreements between the parties.

ARTICLE III

UNION RIGHTS

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

Section 2. A Union Representative will be given an opportunity to be present at any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit concerning any grievance, personnel policy or practice, or other general conditions of employment of bargaining unit employees.

Section 3. A Union Representative will be given an opportunity to be present at any examination of a bargaining unit employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests Union representation. The Employer will annually inform the employees of their rights under this section.

Section 4. When the Union is designated as the representative by an employee in any complaint, grievance, adverse action or allegation of discrimination, management will address all correspondence to the employee with a copy to the Union representative.

Section 5. Orientation of new employees: The Union will be granted the opportunity to make up to a 60 minute presentation for new employees. Management will provide the Union with the date, time and place that the presentation is scheduled. The Union Representative making the presentation will be allowed official time, if otherwise in a duty status, to make the presentation.

Section 6. In all matters relating to personnel policies, practices and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC 71, this agreement and supplements there in.

Section 7. The Employer will not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 USC 71 and this agreement.

ARTICLE IV

EMPLOYEE RIGHTS

Section 1. Employees have the right and will be protected in the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity. Any employee will have the right to engage in collective bargaining with the respect to conditions of employment through representatives chosen by duly elected officers of the Union. Nothing in this agreement will require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. This agreement does not prevent an employee, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations or agency policies, or from choosing his or her own representative in a statutory appeal action. The freedom of employees to assist the Union will be recognized as extending to participation in the management and acting as a representative of the Union, including presentation of their views to officials of the Executive Branch, Congress or other appropriate authorities. The Employer will take no action, consistent with law or with directives from higher authority, as may be required in order to assure the employees are apprised of the rights described in this section and that no interference, restraint, coercion or discrimination is practiced within the Activity to encourage or discourage membership in the Union.

Section 2. All employees will be treated fairly and equitably and with dignity in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, marital status, or disabling condition, and with proper regard and protection of their privacy and constitutional rights.

Section 3. It is agreed that management will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale and efficiency.

Section 4. In the event an employee wishes to discuss a problem or potential grievance with a Union representative, the employee will have the right to contact and meet with the Union representative on duty time. The employee will be released from duties, mission permitting, to contact and meet with the Union representative when he or she requests this right IAW Article X, Section 5. Management agrees that no disciplinary action will be taken until such a time when the employee is able to meet with a Union representative.

Section 5. Employees will have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Employer, so long as such activities do not conflict with the job responsibilities.

Section 6. Employees will have the right to have access to and inspect their personnel records and attachments. When the employee requests to access and inspect their personnel file, whether orally or in writing, management agrees to make the files available as soon as possible but

normally within ten (10) working days from the request date. If your file is not received within ten (10) working days, the employee will notify management and management will follow up on the file request and notify the employee of the 201 file status within five (5) work days.

Section 7. An employee may refuse to carry out an order if it is reasonably believed that the duties presented an imminent risk of death or serious bodily harm to themselves or others coupled with an insufficient time within which to abate the hazard. It is understood that there are inherent dangers in the positions of Security Guards and Firefighters.

ARTICLE V

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer recognizes the Union as the exclusive representative for all employees included in the bargaining unit as defined in Section 2 below. The Union recognizes its responsibilities for representing, without discrimination and without regard to union membership, the interests of all bargaining unit employees with respect to personnel policies and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this agreement.

Section 2. The bargaining unit includes, and this agreement applies to and deals with the following groups of employees:

Unit 1 – Guards

Unit 2 – Firefighters/Fire Protection Inspectors

Unit 3 – Information Technology Office

Unit 4 – Boiler Plant Personnel

Section 3. Excluded from these units are management officials; employees engaged in Federal personnel work in other than purely clerical capacity; temporary employees; professional employees; supervisors; confidential employees; employees engaged in administering the provisions of Title VII, PL95-454; employees engaged in intelligence, counterintelligence, investigative or security work, which directly affects national security; and employees primarily engaged in investigative or audit functions.

ARTICLE VI

PROVISIONS OF LAW AND REGULATIONS

It is understood by the Union and the Employer that in the administration of all matters covered by this agreement, the Union, Employer and unit employees are subject to all applicable existing regulations of appropriate authorities of the Federal Government, including but not limited to published Department of Defense and Department of Army policies and regulations in existence at the time this agreement is approved; and by subsequently published Department of Defense and Department of Army policies and regulations required by law or by the regulations of appropriate authorities. This provision shall also apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union. Nothing in this article shall preclude the Union's right to negotiate on the impact and implementation of such laws and regulations absent a compelling need. Where any agency regulations conflict with this agreement and/or supplemental agreement, the agreement will govern, pending completion of bargaining if any occurs.

ARTICLE VII

FIREFIGHTER'S ONLY

Section 1. A Firefighter is entitled to appropriate pay in accordance with law, rule, or regulation.

Section 2. Hours of work

a. The basic tour of duty for Fire fighters shall consist of 144 hours per pay period. A weekly schedule is 72 hours on duty and 96 hours off duty. The tour will be a 48 hour shift from 0800 to 0800. The tour of duty will consist of 16 hours of actual work performance and additional alarm room watch per current practice and 16 hours of uninterrupted sleeping time barring emergencies per 48-hour period. The remaining time shall be standby time. Actual work time is devoted to completion of assignments, such as inspections, cleaning, maintenance, standbys, administrative duties, alarm room duties, training and physical fitness. Standby time is time during which an employee is free to eat, read, listen to the radio, watch television, sleep or engage in similar pursuits except when engaged in work. Employees will be required to maintain a state of readiness to respond to emergencies.

b. When employee(s) are required to perform physical work during standby time, with the exception of emergencies, the Employer will then make appropriate adjustments to the subsequent workday or when work load permits (i.e., reduce the work time and increase the standby time).

c. Trading of Shift Groups: Employees assigned to the Fire Department may exchange Shift Groups with another employee. Exchanges must be agreed upon by both employees and submitted in writing to the Assistant Chiefs and Fire Chief for approval based on mission requirements. The Assistant Chiefs will have 30 days to review and take action on exchange requests. All Shift Group exchanges are to be submitted between December 15th and January 15th. Exchanges are permissible throughout the year and will be reviewed on a case by case basis. Such exchanges shall not result in either employee working more or less than his/her total scheduled duty hours during a pay period or create a situation in which one or both employees would be entitled to additional compensation of any kind.

d. Trading of Time

(1) The practice of "trading of time" between employees will be permitted, provided the following conditions are met:

(a) The trading of time is done voluntarily by employees participating in the program and not at the request of the Employer.

(b) The reason(s) for trading time is the employee's desire or need to attend to personal matters.

- (c) A record of all trading time is maintained by the employer.
- (d) An employee who exchanges duty time must be fit for duty when reporting for work.
- (e) A complete and explicit turnover of responsibilities shall be between off-going and on-coming employees at that time.
- (f) Trading of time will be limited to within a pay period.
- (g) Exchanges will be between employees with the same qualifications and for current duties.

(2) Employees who wish to trade time will submit written requests to the on duty Assistant Chief, or acting on duty Assistant Chief, at least 24 hours prior to the exchange. The request will specify the exact dates and time of the trade. The Assistant Chief, or acting on duty Assistant Chief, will approve/disapprove the request and maintain a record of all time traded. Requests will not be arbitrarily disapproved. Disapprovals, with justification, will be provided in writing. Qualified employees may swap time for short periods of two (2) hours or less with the oral approval of the Assistant Chiefs or acting Assistant Chiefs of both shifts.

(3) Since the exchange of time is voluntary between employees, disagreement regarding the terms of exchange must be resolved between the employees.

(4) The Employer will normally notify the employee at least one pay period in advance of any change to employee shifts. The Employer may change employee shifts without a seven day notice pursuant to Code of Federal Regulations (CFR), DODI, and mission requirements when (1) the Employer could be seriously handicapped in carrying out its functions, or (2) cost would be substantially increased.

Section 3. Annual Leave. Employees are encouraged to schedule annual leave, especially projected annual leave as early in the year as possible subject to the provisions set forth below. All leave requests are subject to approval by supervisor.

a. "Projected Annual Leave" is defined as the first and second leave picks scheduled for one (1) calendar year beginning the first pay period and ending on the last pay period of the calendar year.

b. Leave will be picked IAW this agreement. Leave picks will be conducted in rounds. The first round will be for the first pick, and the second round is for the second pick. Following these selections, any personnel with use or lose leave will have the opportunity to have a third round pick based on seniority, subject to mission requirements. In the event that an Employee covered under this agreement, is going to be out of the United States on leave, the Assistant or Acting Assistant Chief may allow this Employee to pick the total time needed during the same pick providing the leave is within the period for extended annual leave.

c. Any Employee on RDO at the time of leave picks will be called at home for their picks. However, if the Employee cannot be contacted within 15 minutes and 3 calls, the selection process will go on and that Employee will forfeit that pick until the next round. When this Employee returns to work, he/she may request of the Assistant or Acting Assistant Chief available dates.

d. Requests for projected annual leave shall not be accepted for scheduling more than 14 months in advance. In all cases, each employee shall be responsible for requesting his/her projected annual leave dates between November 15th and December 15th of the year prior. Failure to do so will result in the individual's choice, regardless of seniority, being limited to those times remaining after the other requests submitted on time are considered. Employer will publish the leave calendar no later than the last day of the last pay period of the leave year.

e. Provided that requests for projected annual leave are submitted within the times set forth in subsection (2) above, annual leave from 1 June through 31 August for each calendar year will be scheduled up to a maximum of two calendar weeks. Leave for longer periods may be approved as outlined in subsection (4) and subsection (5) below. Conflict in requests shall be resolved strictly on the basis of seniority.

f. "Extended Annual Leave" is defined as leave beyond four consecutive work shifts.

g. Extended annual leave may be approved if requested by the employee and any conflict with other scheduled leave is resolved and work load permits.

h. "Non-Scheduled Annual Leave" is defined as leave that is requested outside of the employee's projected annual leave picks.

i. Non-scheduled annual leave will be on a first-come basis. If possible, leave requests should be made at least one (1) day in advance, but not more than ninety (90) days in advance, except for special circumstances.

j. Emergency leave may be granted in excess of minimum staffing levels at the discretion of the on duty officer in charge, Assistant Chiefs or Fire Chief.

j. Employees will have read only access to the leave board.

k. When an Employee's RDO assignment is changed involuntarily, the employee will be allowed to keep their first and second picks adjusted to match their new schedule. On a voluntary change, management will make every effort to accommodate the employee's leave picks, but there is no guarantee.

Section 4. Sick Leave

a. Employees may be required to furnish a medical certificate to substantiate requests for approval of sick leave for such leave that exceeds one (1) 48 hour shift or for any lesser period when management determines it necessary.

b. The Employee will notify Station 1 Dispatch and request to speak with the officer in charge of the shift for all sick leave requests.

Section 5. Uniforms.

a. Fire Department uniform requirements. Uniforms will consist of a dress uniform that will be worn at special gatherings and public events; a work uniform that will be worn when employees are on duty, subject to responding to an emergency and not engaged in dirty work; and a dirty work uniform to be worn when working on fire department equipment, fire suppression systems, or alarm systems, or when running calls.

(1) Dress (Class "A") uniform

(a) Fire Captain (GS-09): Six (6) button jacket, black with over the pocket badge tab, fire department shoulder patch on upper left sleeve, two (2) ½ inch metallic silver stripes encircling jacket cuffs, 1 silver cross per 5 years of service above stripes on left sleeve. Trouser, black. Shirt, white long sleeve with pocket flaps, worn with badge, nametag, collar device(s), fire department shoulder patch and US Flag shoulder patch center- creased ½ inch from shoulder seam. Neck tie, black traditional four-in-hand. Belt, black basket weave with silver buckle. Bell cap, black with silver chin strap and cap device with two (2) parallel bugles. Gloves, white. Socks, black. Shoes, black perm shine.

(b) Lead Firefighter/Inspector: Six (6) button jacket, black with over the pocket badge tab, fire department shoulder patch on upper left sleeve, one (1) ½ inch silver stripe encircling jacket cuffs, and one (1) blue cross per 5 years of service on left sleeve above stripe. Trouser, black. Shirt, white long sleeve with pocket flaps, worn with badge, nametag, collar device(s), fire department shoulder patch and US Flag shoulder patch center creased ½ inch from shoulder seam. Neck tie, black traditional four-in-hand. Belt, black basket weave with silver buckle. Bell cap, black with black chin strap and cap device with scramble. Gloves, white. Socks, black. Shoes, black perm shine.

(c) Firefighter/Paramedic: Six (6) button jacket, black with over the pocket badge tab, fire department shoulder patch on upper left sleeve, one (1) ½ inch blue stripe encircling jacket cuffs, 1 blue cross per 5 years of service on left sleeve above stripe. Trouser, black. Shirt, white long sleeve with pocket flaps, worn with badge, nametag, collar device(s), fire department shoulder patch and US Flag shoulder patch center- creased ½ inch from shoulder seam. Neck tie, black traditional four-in-hand. Belt, black basket weave with silver buckle. Bell cap, black with black chin strap and cap device with scramble. Gloves, white. Socks, black. Shoes, black perm shine.

(2) Work (Class "B") uniform. Cold weather jacket, navy blue in color. Conventional type trousers, matching the coat in color (navy blue), plain or plain design without cuffs, and of NFPA approved fabrics. Short or long sleeve shirt, navy blue in color (GS-09 Lead Firefighter/Crew Chief will wear light blue) with pocket flaps, of NFPA approved fabrics. The shirt will be worn with badge, nametag, collar device(s), fire department shoulder patch and US Flag shoulder patch center-creased ½ inch from shoulder seam. Plain navy blue tie of woven cotton, wool, silk or synthetic fabric. Black, steel toed safety approved boots. Between

Memorial Day and Labor Day, Employees will wear the authorized Fire Department embroidered polo shirt.

(3) Physical Fitness (Class "D"). Navy blue hooded sweatshirt with logo (1), navy blue sweat pant with logo (1), navy blue running shorts (2) and navy blue t-shirts (2).

b. The following Fire Department uniforms and accessories will be provided by the Employer: The Class "D" uniform, steel toed safety approved boots, fire department shoulder patches (4), US flag shoulder patches (3), DOT standard winter coat (1), black or navy blue cap (1), gloves (1 pair), navy blue baseball caps (2), as determined by the Employer or in accordance with applicable law, rule, or regulation. The Class "D" uniform will be issued to new employees within 90 days of the employees start date. The Class "D" uniform will be replaced no later than the end of the second quarter annually by the Employer.

c. Uniform Standards of Appearance: When wearing the specified uniform, employees will present a neat and clean appearance.

Section 6. Uniform allowances. Employees will be provided the maximum uniform allowance in accordance with applicable laws, to purchase the Class "A" and the Class "B" uniform and to maintain the Class "A", Class "B" and Class "D" uniforms.

a. Initial allowance: The purpose of the initial allowance is to pay for the initial cost of the required uniform for the employees. The initial allowance will be the maximum amount allowable by law.

b. Promotion allowance: The Employer will pay a promotion allowance when an employee is promoted to a new position with markedly different uniform requirements.

c. Maintenance allowance: The purpose of the maintenance allowance is to help pay for the maintenance of worn uniforms. The maintenance allowance will be the maximum amount allowable by law.

d. Replacement allowance: The purpose of the replacement allowance is for an employee whose uniform is damaged as a result of a specific duty assignment, may file a claim for replacement or repair as appropriate IAW applicable regulations.

Section 7. New PPE fitted work uniforms and personal protective equipment: Every firefighter that is hired at PCD needs to have new firefighting equipment purchased (bunker coat, pants, gloves, boots, hood, SCBA Mask, coveralls, wild land pants, wild land boots, shirt and equipment) for them and replaced as recommended by the manufacturers guidelines. All hand receipted items will be turned in upon departure. Employees will be issued MRE's to facilitate emergency deployments. MRE's will be replaced as required. All PPE, as part of an initial issue to the employee, will be issued within 120 days of the employees start date.

Section 8. Maintenance of the Fire Station/Department will be in accordance with the Table of Allowance (CTA) and FAR, and other applicable regulations within budgetary restraints.

a. Water softener system, (i.e. to wash and maintain firefighter apparatus), osmosis water system kept maintained and serviced.

b. Management will provide and maintain facilities to store food and water, and restroom facilities to the Fire Department for long term emergencies IAW AR 420-1, Chapter 25 (i.e. MRE 's, bottled water, etc.)

c. Management will have mattresses replaced at a minimum of every five (5) years or sooner if needed.

d. Management will provide favorable living conditions for each individual bunk room to include, but not limited to: satellite/cable television service, chest of drawers, wall lockers, and bed.

e. Management will replace station pots and pans as needed

f. Management will provide vented lockers located in the apparatus bay for employees to secure their PPE in while not on duty.

Section 9. When overtime is needed, the selection shall be made by station seniority as follows:

a. Highest seniority to the lowest seniority.

b. If no individual takes the overtime voluntarily then a mandatory assignment will take place starting lowest to highest seniority.

c. The overtime assignment, whether voluntary or mandatory, will be on a rotation basis so no one individual will have multiple overtime shifts in a row. The rotation will go as follows:

(1) Person that is or has been chosen to take the overtime will go to the bottom of the list.

(2) The next time overtime is needed that person will be the last one to be chosen.

(3) Overtime will not exceed 24 hours in a row within normal duty hours, to include a period of no longer than 72 hours worked in a row. This does not include overtime that results from an emergency designated by the on duty officer in charge.

e. Overtime for periods of less than eight hours, or in support of an emergency response, will not affect the employees place on the list.

NOTE: The overtime list needs to be maintained by the shift supervisor or his designee with a copy provided to the union upon request.

Section 10. Training will be in accordance with AR 420-1 and applicable law, rule, and regulation. Management will be supportive in the effort to train firefighters to the next career step within budgetary restraints and work load requirements.

Section 11. Management will attempt to maintain staffing levels in accordance with AR 420-1 and DODI 6055.6.

Section 12. The firefighting equipment needs to be maintained IAW the manufacturer's recommendation, NFPA codes and standards, AR 420-1 Chapter 25 and professional doctrines.

Section 13. Fire station will be provided with standby recreation equipment in accordance with applicable law, rule or regulation within budgetary restraints.

Section 14. Identifying Training Needs. The supervisor and the employee are encouraged to identify training and development needs with the employee's performance plan, considering such factors as: upward mobility opportunities, affirmative action, and other career development training.

Section 15. Wild Land Firefighting. Red card certification is required for mutual aid response. However, Red Card qualification is not to be considered a condition of employment and there can be no ramification toward employment if an employee either chooses not to maintain current Red Card certification or fails to pass the "Pack Test".

ARTICLE VIII

LABOR-MANAGEMENT COOPERATION

It is recognized by the parties that the PCD Deputy Commander, or his designated representative, is management's principal point of contact for conducting business with the Union. Most Union issues will be handled through the normal Chain of Command and within the Division, Branches and/or Offices mainly concerned with the issue. It is further recognized by the parties that the President of the Union or his designee is the principal point of contact for conducting business with management on the same matters.

It is understood that both the Union President or his designee and the Deputy Commander or his designated representative will keep the other party informed of the designated point of contact.

Either the Union or Management shall have the right and responsibility to present its view if either party so requests, or both the parties agree to meet as soon as possible to discuss their views or to consult on matters of concern to either party. Unresolved items at Division or lower levels may be brought through the Chain of Command to the Commander or his designee for resolution.

ARTICLE IX

GENERAL PROVISIONS

Section 1. The Employer agrees to furnish, where available, customary and routine services, which are consistent with the best interest of the Employer, employees, and the Union. Such services include: internal mail, installed intra-depot telephone facilities, a computer with printing capabilities, facsimile machine, photo copy equipment and long distance capabilities for official use. All services will be made available with current technologies. The mail will exclude mass mailing to the Union member ship of the unit. Additional service/equipment may be furnished by mutual agreement.

Section 2. The Employer agrees to provide reserved wall space, (approximately 12 square feet) in mutually agreed upon and high traffic areas, for the Union to provide bulletin boards for the posting of union notices and similar informational material. The Union agrees that literature posted or distributed must not violate any law, the security of the depot, or contain scurrilous or libelous material. In addition, the posting or distribution of material relating to partisan political matters or material which reflects upon the integrity or motives of any individual, another labor organization or upon the Federal Government, will not be permitted. All costs incident to reproduction, preparation and distribution of labor organization material shall be borne by the Union.

Section 3. The Employer agrees to have sufficient copies of this agreement printed and to furnish a copy of the same based on the allotted number as per the current PCD TDA. The Employer will provide an additional fifty (50) copies to the Union. The Employer agrees to have a copy of this agreement on the intranet in a public folder for review.

Section 4. The Union will be notified of meetings and may, by mutual agreement with the Employer, have one representative or alternate on formal committees affecting members of the bargaining unit.

Section 5. The Employer shall maintain a program of physical examinations consistent with an occupational health service program which places maximum priority on the health and welfare of every employee. Employees will have a complete blood testing count every 3 to 5 years. Employees may request a liver function type blood test be performed during their annual physical. It is at the discretion of the MD as to whether it is medically necessary for a particular employee.

Section 6: For proposed changes in working conditions that would affect employees beyond the specific work area, the union president, or designee, will be notified of proposed changes. Notifications to the union president, or designee, of changes in policies and technologies will be in writing through the Civilian Personnel Advisory Center (CPAC). When the union wishes to negotiate on management initiated changes, they will present their written statement of the intent to the CPAC within 15 days of the union's receipt of management's notice.

a. Written notice will not be later than 14 days prior to implementation date, unless the Employer has determined that the mission of the activity would be impaired by a delay of implementation. The union will be informed of any such determination prior to implementation of the change. Changes will not be implemented until statutory bargaining obligations have been met.

b. Notifications will include information such as the following:

- (1) Proposed changes in working conditions;
- (2) Reason for the change;
- (3) List of the bargaining unit employees affected by the change;
- (4) Proposed implementation date;
- (5) Point of contact and phone number for additional information.

Section 7. The Employer agrees to allow the use of the public address system by the Union for public announcements, with the understanding that these announcements do not include matters that would be considered internal union business.

Section 8. The parties agree that office space for the Union could be useful in facilitating effective representation of the unit employees. The parties further agree that provision of space will be given a high priority and that good faith efforts will be made to provide such space. In the event that office space cannot be provided, management will bargain with the Union over alternative arrangements in lieu of office space.

Section 9. Court Attendance.

a. When an employee, in accordance with his official duties, is called to testify before the U.S. Magistrate during a trial, then such employee will normally be given a minimum of seven working days' notice by the Employer, in order that he may make necessary preparations to collect data and testify in an intelligent manner. Attendance will be considered duty time and require that the employee appear in full uniform.

b. When an employee is called to testify, before the U.S. Magistrate during a trial, then such employee will provide a minimum of seven (7) working days' notice to the Employer.

Section 10. Uniform allowances are to be processed locally prior to the end of the previous quarter (with the exception of the first quarter of the fiscal year). If management is unable to meet this requirement, they will provide a written explanation to the Union within fifteen (15) days.

ARTICLE X

UNION REPRESENTATION AND OFFICIAL TIME

Section 1. The Employer agrees to recognize duly appointed and/or elected employees as Union Representatives to handle appropriate matters. The Union President may request to be on a permanent day shift. The Union will furnish the Employer, in writing, the names of the Union Representatives/Steward within fifteen (15) days of a change.

Section 2. Union Representatives are expected to perform representational functions such as, but not limited to, the following:

- a. Meet with employees about grievances
- b. Meet with employees about disciplinary actions
- c. Appear as a witness or representative at a formal hearing
- d. Attend formal discussion
- e. Attend Weingarten meeting
- f. Attend negotiation session with management
- g. Present a grievance to management
- h. Represent employees in disciplinary actions
- i. In any discussion between employer and any employee concerning disciplinary, adverse, or other actions, the employee will be represented by no less than a union steward or other union representative based on the OFFICIAL REPRESENTATIVE LIST, as provided by the union.

Section 3. Official time will only be granted to Union Representatives. Official time will be computed annually. The parties agree to the following official time:

- a. The President is released up to twenty-four (24) hours per pay period to perform the above-listed representational functions. However, additional time may be granted by mutual agreement. The President is required to complete the official time request form. There is no carryover of unused official time from one pay period to the next pay period.
- b. The Vice President is released for up to twelve (12) hours each pay period to perform the above listed representational functions. However, additional time may be granted by mutual agreement. The Vice-President is required to complete the official time request form. There is no carryover of unused time from one pay period to the next pay period.

c. The Stewards are released on a case by case basis to perform the above listed representational functions. The Stewards are required to complete the official time request form.

d. Official time will be granted to a Union representative for the performance of the above-representational functions for that time when the Union representative would otherwise be in an official duty status. Management will attempt to change the Union Representative's tour of duty to allow the employee to be on official time.

Section 4. Shift Supervisors will release the Union Representatives from their official work assignments on official government time only when work load conditions permit and after advising the representatives of the conditions of their release, when one of the following situations is completely satisfied:

a. A management official requests the release of the representative for activities expressly authorized on official government time by law or by this agreement.

b. The Union Representative has been designated by a bargaining unit employee as the employee's representative in investigating or presenting a grievance, etc. in accordance with Section 2 of this Article. The supervisor of the represented employee and the supervisor of the designated Union Representative will arrange for the employee and the representative to meet when work load conditions perm it.

Section 5. Union Representatives, when desiring to leave their work area to contact employees, who have indicated a desire to see them during working hours, shall first obtain permission from their shift supervisor. Prior to leaving the work site the Steward will advise the shift supervisor of the telephone extension at which the Steward may be contacted. Upon entering a work area under the cognizance of a shift supervisor other than his own, the Steward shall contact the shift supervisor and advise him of his presence and the name of the employee to be contacted. In the absence of compelling work-related circumstances, the cognizant shift supervisor involved will make the necessary arrangements for the Steward to contact the employee in private. In the event arrangements cannot be made, the shift supervisor will inform the Steward of the reasons therefore and when the representative can reasonably expect to contact the employee in question. The representative will then report to his shift supervisor upon his return to his work area after completion of Union business.

Section 6. Internal Union activities relating to the organizing efforts and the internal management of the Union will only be conducted during the non-duty hours of all the employees involved. Such Union activities may be conducted only in areas authorized by the Employer where the activities will not interfere with other employees of the government or employees of the government's contractors who are in a duty status.

ARTICLE XI

OVERTIME, HOLIDAY AND PREMIUM PAY FOR SUNDAY WORK

Section 1. All overtime hours, whether scheduled or unscheduled shall be paid in accordance with the applicable overtime pay regulations. When an employee is contacted or scheduled to work overtime and fails to report as scheduled, administrative/disciplinary action may be taken. The supervisor will consider all the facts before taking any kind of action. If an employee is unable to report as scheduled due to an emergency or illness, the employee is responsible to notify the shift supervisor on duty prior to the scheduled shift, but no later than the beginning of the shift.

Section 2. It shall be the policy of the Employer to ensure that overtime is distributed to all qualified employees using the procedures outlined below. Overtime training, excluding TOY, in eight (8) hour increments, will receive a number on the Off Platoon Overtime roster at the end of each pay period. A record of overtime will be maintained by the shift supervisor on each platoon and such record will be available and posted for review. If additional overtime is required, the supervisor will go to the Off Platoon Volunteer Overtime roster.

Section 3. Under a normal 12-hour shift, overtime will be offered to qualified employees using the following Procedure:

a. First consideration for overtime will come from among qualified employees assigned to the specific platoon needing the overtime. A roster of all platoon personnel will be kept based on seniority and annotated with the number of overtimes worked. The number will be reflected on the daily line up roster or an attached overtime computation.

b. Second consideration will come from among qualified employees on the Off Platoon Overtime Volunteer Roster, most senior with the least amount of overtime worked or offered. A roster of all security personnel will be posted based on seniority and annotated with the number of overtimes worked. If overtime is scheduled less than four days prior, the Employer will notify the employee of scheduled overtime.

c. Third consideration after using the two rosters the supervisor will offer the overtime to qualified on-duty guards on a first come, first accepted basis before using the Forced Overtime Roster.

d. Fourth consideration, the supervisor will fill the overtime by inverse seniority from the Forced Overtime List. The qualified employees ordered to work overtime will receive a number for each time ordered to work. Guards designated to work ordered overtime will be notified as soon as possible prior to the start of the overtime. A roster of all security personnel will be posted on inverse seniority and annotated with the number of overtimes ordered. If other qualified guards are available, guards will not be ordered to work overtime before, during, or immediately following their Regular Days Off. If the ordered employee finds another qualified

individual to work in his/her place, the volunteer will receive an off platoon number and the relieved will receive a force number.

Section 4. The employee can place their request for Overtime on the Off Platoon Overtime Volunteer Roster List at any time. The name on the roster must be legible using the last name and first initial. If a name is removed, the person removing the name must line through and initial so it can be read. If not initialed, the request for removal will not be honored.

Section 5. Once the schedule has been posted, the employee selected from the volunteer overtime roster is required to work unless he/she is unable due to a personal emergency or illness. Failure to report for scheduled overtime duty will result in one additional number being added to the employee's cumulative overtime number.

Section 6. It is understood that temporary imbalances are permitted in the equitable distribution of overtime due to certain factors such as leave, continuity on jobs of short duration or skill requirements.

Section 7. Management will make a reasonable effort to place the employee working the overtime in the vacated position.

Section 8. Qualified guards working volunteer overtime on a shift will not be required to work ordered overtime on the immediately following shift, unless no other qualified guard is available.

Section 9. Overtime rosters will be zeroed out on 2 January of each year.

Section 10. When required, employees of the Unit will work overtime and/or holidays, unless not able to do so because of health, physical limitations, or other personal reasons acceptable to the Employer. Employees may change Regular Days Off to participate on weekend drills or annual training. Employees will provide their annual drill schedule as soon as provided by their Command, with changes being provided no less than seven (7) days prior to impacted weekend/RDO's. If an employee is scheduled for projected annual leave, they can be asked to work overtime on the day immediately prior to their projected annual leave and the days after. If they do work they will be charged on the platoon book or off platoon overtime roster as normal.

Section 11. It is agreed that overtime will not be distributed or withheld as a reward or a penalty.

Section 12. The addition of any new member to a platoon or shift, upon being assigned his/her regular days off, will be compared to other employees having the same regular days off for purposes of overtime. The overtime accrued by the existing members of the platoon or shift to the date of entry of a new member, will be totaled and the highest number will be assigned to the new member of the platoon/shift.

Section 13. Employees who are eligible for overtime pay may request compensatory time off in lieu of payment for irregular or occasional overtime worked. Compensatory time off can be taken at any time subject to the same requirements as other leave during a basic 40 hour work week.

Section 14. Although duty rosters are required to be posted approximately five (5) days in advance, the policy is specifically applicable to changes that occur between the posting and 24 hours in advance of the tour of duty. For changes that occur in the last 24 hours, the shift supervisor will fill each vacant assignment as they occur.

Section 15. Upon (1) assignment of a new employee (temporarily or permanently) to a platoon or (2) when an employee returns to his parent platoon after having been temporarily assigned (officially or unofficially for a period of 29 days or more) to another platoon, or (3) an employee has been absent for a period of 29 days or more for any reason, the employee will be entered or re-entered on each established roster with the same amount as the employee with the greatest amount.

Section 16. Sunday pay, holiday pay and shift differential will be paid in accordance with law, rule and regulation.

Section 17. If management unintentionally skips from offering an employee the chance to work overtime on or off his/her particular shift, the employee will be offered equivalent overtime on a special project at a mutually agreeable time.

ARTICLE XII

HOURS OF WORK AND TOURS OF DUTY

Section 1. Guard Unit

a. The established tour of duty for Guards is normally forty hours per week, twelve hours per day. The shifts worked are normally from 0700 to 1900 for the day shift, and 1900 to 0700 for the graveyard shift. Lunch and authorized rest periods during the twelve (12) workday are regarded as hours of duty and must be spent within the area of their assigned post and/or patrol, unless properly relieved.

b. When a Guard is required to report early for roll call for the purpose of receiving specific assignments and instructions and for the purpose of drawing weapons and other necessary equipment or is required to turn in his/her weapon and review and discuss his/her shift summary following conclusion of his/her shift, he will be compensated at an overtime rate, in accordance with applicable regulations, for such periods of time.

Section 2. Shift Assignments, Movement of Personnel and Regular Days Off

a. The matter of shift assignments and movements of personnel is recognized as a matter appropriate for presentation by the Union of its views to the Employer. The Employer retains the basic right to assign work in the manner considered to best maintain efficient operations, but will consider the views of the Union.

b. The Employer agrees to inform the Union and to give the Union opportunity for comment before shop stewards are transferred or reassigned from one shift to another. The Employer further agrees to inform the Union when employees of the bargaining unit are being reassigned from one shift to another as far in advance as possible.

c. Shift Assignments for security guards will be on a rotation basis between day and graveyard shifts, except for such situations outlined in section 3 below and Article XXVII Safety and Health. The employees will retain same RDO's which were assigned at the beginning of the calendar year unless otherwise deemed necessary by the Employer to facilitate workload.

d. The length of shift rotations will be mutually agreed upon. Whenever a change is contemplated, the Employer agrees to notify the Union as far in advance as possible.

e. The Employer agrees that between December 1st – 31st of each year, the shift supervisors will contact the employees starting with the senior man, and ascertain whether they wish to retain the RDO's they had for the previous year or change. The available days off for each weekday will be determined by the Employer and given to the platoon members so employees can select RDO's by seniority.

f. In order to maintain a balanced work force, the Employer agrees that normally employees will not be scheduled to work more than four (4) consecutive days.

g. The Employer agrees that employees will be transferred to another shift either voluntarily or on an inverted seniority basis by grade and/or job description to equalize shifts.

h. The Employer agrees to provide access to the pertinent platoon assignment book to the shop steward or the Union President, jointly with the immediate supervisor, if it is requested in connection with an employee complaint.

i. RDO's will be reviewed semiannually to allow employees opportunity to gain more favorable RDO's, should they become available.

Section 3. The Union and Employer acknowledge that there are times when an employee may require a straight shift over rotation. Therefore, employees may request to be placed on a straight shift. If interested in a straight shift, the employee will solicit one other interested employee in the same position and pay grade from the other platoons.

a. Employees who request to be on a straight shift will present this information to the Employer. Assignment to straight shifts will not interfere with other employees and their shifts.

b. Under no circumstances will guards who rotate be forced into a straight shift through this process, without mutual consent of the Union and management.

c. Those employees who are assigned to a straight shift will still be assigned to a specific platoon and choose projected leave and RDO's as outlined in Article XII Section 2e and Article XIII Section 4a.(1).

d. Both parties agree that increased security requirements to support the EDS/PCAPP demilitarization site construction necessitates flexibility in determining shifts and work hours.

e. The Union and Employer agree to meet quarterly, and as needed, to review mission and scheduling requirements. For proposed changes in working conditions, the Union President, or designee, will be notified. Notifications to the Union President, or designee, of potential changes in policies and technologies will be in writing through the CPAC.

ARTICLE XIII

ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable laws. Accrual of annual leave is a right of the individual employee and, therefore, cannot be denied. However, the timing of its usage is a privilege and therefore subject to coordination with and approval by the Employer.

Section 2. Where unforeseen emergencies arise requiring the use of emergency annual leave not previously approved, approval of the use of emergency annual leave may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee is responsible to notify the shift supervisor on duty prior to his scheduled shift, but no later than the beginning of the shift and request approval for the use of emergency annual leave. It shall be the responsibility of the individual employee to provide his supervisor or supervisor on duty with sufficient information as to the nature of the emergency.

Section 3. Projected annual leave that was approved for an employee on one shift who is subsequently assigned to another shift prior to its use, will be given favorable consideration by the supervisor of the new shift and, whenever possible, will be granted the leave as originally scheduled.

Section 4. Guard Unit.

a. Employees are encouraged to schedule annual leave, especially projected annual leave, as early in the year as possible subject to the provisions set forth below:

(1) Projected annual leave will be scheduled according to seniority for all Security Guards (GS-5, GS-6, and GS-7's) with the understanding that certain positions must be filled per shift, i.e. Lead Guards.

(2) Requests for projected annual leave shall be submitted, in writing, after the employee has reviewed the leave record book for his particular shift, but will not be accepted for scheduling more than twelve months in advance. In all cases, each employee shall be responsible for requesting his projected annual leave dates between 1 - 31 December for the next leave year. Failure to so apply will result in the individual's choice, regardless of seniority, being limited to those times remaining after the other requests submitted on time are considered.

(3) Provided that requests for projected annual leave are submitted within the times set forth in subsection (2) above, then any conflicts in requests shall be resolved strictly on the basis of seniority.

(4) The employee's supervisor may approve a change in selection provided another employee's choice is not disturbed. Once an employee has made his selection, he shall not be permitted to change his selection without good reason.

(5) The annual leave quota for each shift of the day will be established at 8%. The percentage of personnel granted leave will be rounded to the nearest whole person (i.e. 4.5 equals 5 personnel). Annual leave may be granted in excess of this quota at the discretion of the shift supervisor on duty.

b. All requests for annual leave, other than projected annual leave should be scheduled at least seven days in advance, if possible, except for bona-fide emergency requests. Approval of such requests will be made in accordance with Section 4a (5) above.

c. Trading of Time

(1) The practice of "trading of time" between employees will be permitted, provided the following conditions are met:

(a) The trading of time is done voluntarily by employees participating in the program and not at the request of the Employer.

(b) The reason(s) for trading time is the employee's desire or need to attend to personal matters.

(c) A record of all trading time is maintained by the employer.

(d) An employee who exchanges duty time must be fit for duty when reporting for work.

(e) A complete and explicit turnover of responsibilities shall be between off-going and on-coming employees at that time.

(f) Trading of time will be limited to within a pay period.

(g) Exchanges will be between employees with the same qualifications and for current duties.

(2) Employees who wish to trade time will submit written requests to the on duty Supervisor, at least 48 hours prior to the exchange. The request will specify the exact dates and time of the trade. The on duty Supervisor will approve/disapprove the request and maintain a record of all time traded. Requests will not be arbitrarily disapproved. Disapprovals, with justification, will be provided in writing. Qualified employees may swap time for short periods of two (2) hours or less with the oral approval of both shift Supervisors.

(3) Since the exchange of time is voluntary between employees, disagreement regarding the terms of exchange must be resolved between the employees.

ARTICLE XIV

SICK LEAVE

Section 1. This article sets forth comprehensive policies and procedures pertaining to the approval and use of sick leave by bargaining unit employees. Employees will earn and be granted sick leave in accordance with applicable law, rules or regulations and the provisions of this article. The Union joins the employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve sick leave so it will be available to them when needed.

Section 2. Sick leave is subject to the approval of the immediate supervisor or the shift supervisor on duty in accordance with all law, rules, or regulations. It is the employee's responsibility to request sick leave from the shift supervisor on duty prior to his scheduled shift, but no later than the beginning of the shift. However, if an employee is incapable of contacting the shift supervisor on duty or his designee, another individual may contact the supervisor or his designee on the employee's behalf to inform the supervisor or his designee of the sickness and approximate length of absence.

Section 3. If sick leave is anticipated (such as physical examination), submission of a Form OPM-71 is required; otherwise, it should be completed on the first day back to work. Whenever practical, it is agreed that employees desiring medical, dental, or optical examinations, or treatment, who cannot arrange appointments outside of work hours, will be granted a reasonable amount of time on sick leave for this purpose. Employees should submit requests for such leave as far in advance as possible. Denial of sick leave will only be made for just cause.

Section 4. Disabling injury or illness: An employee who has suffered a disabling injury or illness, who has been on extended sick leave, will not report for duty until declared physically capable of performing duties by the Employer's examining physician. Whenever the Employer's examining physician disagrees with the employee's examining physician, both physicians may have the opportunity to consult with each other within existing laws, rules, or regulations.

Section 5. The Employer may require an employee to furnish a medical certificate when sick leave abuse is suspected. Bargaining unit employees will not be placed on a sick leave restriction letter based solely on automatic formulized criteria. Issuance of sick leave restriction letters will be determined on a case by case basis.

a. For absences of more than three (3) consecutive days, the employee must substantiate their request for sick leave by:

- (1) Medical Certificate from a licensed/certified health care provider; or
- (2) Their own written statement in instances where illness was not treated by a licensed/certified health care provider. The statement will indicate why a licensed/certified

health care provider was not seen, such as remoteness of locality, nature of illness, or other specific reasons.

b. The Employer must allow fifteen (15) calendar days from the date of the request of medical certification to provide medical documentation. This time period may be expanded to thirty (30) calendar days under special circumstances.

c. In accordance with Laws, rules, or regulations, management agrees that before an employee is placed on sick leave restriction, the employee may be counseled concerning his or her pattern of sick leave use. An example of sick leave abuse may include an employee who develops a pattern of calling in sick one day prior to or one day after his regularly scheduled day off or holiday. Should the employee be put on a sick leave restriction letter, it will be reviewed every ninety (90) days and a determination made to either continue or cease the requirement. The employee will be provided a written notice of the supervisor's determination.

d. Employees may submit a medical certificate to the supervisor for periods of three (3) or less days.

e. Management agrees that all sick leave records on any employee are private and will only be shown to the employee, management officials with a need to know, and his or her designated Union Representative with the employee's permission.

Section 6. Where there is evidence that an employee is physically unable to perform his duties, he will first be permitted to present medical evidence or, if required, undergo a fitness-for-duty examination. This examination shall be scheduled and conducted in accordance with prescribed regulations, with employee rights and obligations clearly spelled out in a written notice to the employee and his representative.

ARTICLE XV

DISMISSAL AND LEAVE PROCEDURES IN EMERGENCY SITUATIONS

Dismissal and leave procedures in emergency situations shall be in accordance with law, regulations, and policies.

ARTICLE XVI

UNION TRAINING

Section 1. Union representatives (officers and stewards) may be granted administrative leave, when workload permits, to attend formal training on labor relations matters that are determined by the Employer to be of mutual benefit. Total combined administrative leave for officers and stewards will not exceed 520 (13 weeks total) hours each full calendar year. The Union may request additional administrative leave for Union training. Training requiring additional administrative leave must be justified by the Union, and the Employer retains the right to refuse requests for administrative leave in excess of the limitations prescribed in this article. Labor relations training proposed by management will not be charged to the Union.

Section 2. Administrative leave for Union training of Union representatives shall be specifically requested in writing by the Union normally not less than 15 days in advance of the employee's absence. The Union's written request must be accompanied by a schedule of the training, a summary of the courses, and the names and credentials of the speakers providing the training. The written request must be submitted to the supervisor of the employee attending the training, and a copy of the request must be concurrently submitted to the Deputy Commander or his designee for approval.

ARTICLE XVII

TRAINING

Section 1. Formal training, on and off depot, such as EMT Training, certifications, etc., may be made available to all members of the bargaining unit represented by the Union in accordance with the needs of the Employer, the requirements of current regulations governing training and the availability of training funds. All training certificates will be made a matter of record.

Section 2. Proposed formalized training programs and plans established or implemented within the authority of the Commander will be submitted to the Union for review and comment at least thirty (30) workdays prior to implementation. Exceptions may be made by mutual agreement.

Section 3. Employees desiring to enhance their careers through formal outside training through their own expense are encouraged to do so. Management will consider providing the employee the opportunity to attend the formal training. If a permanent shift is required for a specific period of time to further the employee's training then the employee must submit a request in writing to their immediate supervisor requesting the change and all essential information to process the request properly. Management will reasonably consider accommodating the request made by the employee if the employee can arrange for a suitable swap, including grade, shifts, and RDO's, and does not result in additional overtime being paid to accommodate the request.

ARTICLE XVIII

CLOTHING, UNIFORMS AND STANDARDS OF APPEARANCE

Section 1. Uniforms for Security Guards:

a. (OD) Green ACU style uniform with tan combat boots, tan soft cap or tan boonie hat and tan T-shirt will be the designated uniform for the Guard Force and will be worn in accordance with appropriate existing regulations. Security Guards desiring to wear the authorized tan polo shirts with guard patch embroidered on left sleeve may do so in lieu of blouse, but must have a long sleeve blouse with them at all times. Properly fitted uniforms will be clean and serviceable.

b. Management agrees to issue at local expense, cold weather gear to Security Guards such as: Snow boots, coats, gloves, hats or hoods (with ear protection), etc. Any esthetic variations to this uniform must be approved by the Supervisor prior to duty wear. Management will also issue operational equipment to Security Guards as determined by management to meet potential operational requirements such as load bearing vest, helmet, bullet resistant vest, duty belt, holster, handcuffs, etc. These items of gear and equipment will be brought to work by the employee and worn or stored as determined by management to best meet operational requirements in protecting part of our Nation's weapons of mass destruction. The items will generally be hand receipted to users and will be returned to the employer when management determines they are no longer needed or when they become unserviceable and need to be replaced.

c. The Employer agrees to issue to new employees, or replace through fair wear and tear, guard patches and badges. The Employer agrees to provide an initial issue (to employees that have not received one within the last 12 months) and a quarterly uniform allowance in accordance with the maximum amounts established by Army Regulations and 5 USC 5901 and the Union recognizes the employee's responsibility to purchase the required type uniform to the specifications identified by the Employer. In-turn the Employer agrees to provide the employee the name and address of vendors where the uniforms and boot type items can be locally purchased or ordered through the mail. An employee whose uniform is damaged as a result of a specific duty assignment, may file a claim for replacement or repair as appropriate IAW applicable regulations. New employees given their initial issue will be given two pay periods to have the appropriate patches sewed on.

Section 2. The Union and the Employer agree that safety and proper appearance are essential in properly maintaining an efficient work force. It is understood that the standards of appearance for Security Guards are more stringent than non-uniformed employees. The grooming standards are as follows as a minimum while on the Depot:

a. Neat appearance, clothes clean, in good repair and head gear worn squarely on the head.

b. The face shall be clean-shaven except that a mustache is permissible, so long as it does not interfere with the seal of the gas mask or other respiratory protection device. Handlebar mustaches, goatees and beards are not authorized.

c. Hair shall be neatly trimmed and shall not extend more than one inch beyond the bottom of the uniform collar. Hair will look groomed and will not present an extreme ragged or unkempt appearance. Hair will not be dyed any unnatural colors. Sideburns will be neat and clean and will not extend below the bottom of the ear and will not exceed one inch in width, with no flare. Female guards may wear their hair up, provided it will not interfere with the seal of the gas mask or other respiratory protection device. Hairstyles shall not interfere with the proper wearing of safety equipment and the uniform. Hair ornaments if worn will be transparent or natural hair color and will not interfere with the wearing of headgear or protective equipment. Makeup and nail polish for females will be conservative and compliment the uniform.

d. Security personnel are not authorized to wear tongue, nose, ear or similar rings, while on duty. Females may wear small earrings that lay flat against their ears, provided they will not interfere with the wearing of a gas mask or other protective equipment.

Section 3. Operational Equipment Requirements for the Security Guards are a management responsibility. Management must plan, direct and control Security/Law Enforcement operations and set Division and/or Directorate policy, goals and objectives regarding the types, number and procurement of equipment needed to accomplish organizational missions and must determine what personnel must wear to accomplish the mission.

a. Security Guards will have their Kevlar helmets with them at all times when on duty and will wear them when directed. Ballistic vest will be worn at all times IAW AR 190-56.

b. Weapons and max basic loads of ammunition, in accordance with rules and regulations or approved by higher headquarters, are to be carried on each Security Guard's person for immediate use if needed to provide protection of persons and government property. Management will determine the best way for security personnel to carry their weapon(s) and ammunition(s) and will provide related carrying equipment/clothing/devices to carry the items if required.

ARTICLE XIX

MERIT PROMOTION

Section 1. The Employer and the Union agree to abide by the terms of the Southwest Region Merit Promotion and Placement Plan.

Section 2. Announcements will be advertised throughout PCD by posting on appropriate official bulletin boards and/or email for the duration of the announcement.

ARTICLE XX

POSITION DESCRIPTIONS AND CLASSIFICATION

Section 1. The Employer agrees to provide each employee with a current copy of their position description and current revisions. The Employer has the obligation to keep such position descriptions current and to inform the employee of any changes. Union Officials have the right to review the Qualifications Standards Hand book.

Section 2. When an employee alleges inequities in their position classification, they shall be furnished information on the statutory appeal rights and procedures set forth in applicable regulations. An employee may elect to be represented or assisted by a Union representative in discussing the matter with their supervisor, at the lowest level, or management officials.

ARTICLE XXI

REDUCTION -IN-FORCE

Section 1. The decision to conduct a reduction-in-force, including such matters as when, where, and the size of any reduction-in-force, are determinations to be made by the Employer, subject to pertinent directives of higher authority.

Section 2. The Employer agrees to notify the Union in advance of implementation of officially approved reductions in force affecting the Unit. The Employer agrees further that prior to the issuance of official notice to the employees involved in reduction-in-force action; the Union shall be notified of the approximate number of employees to be affected, the date by which the action is to be completed and the reason for the reduction-in-force action. The Employer will make available to the affected employees regulations governing retention and placement rights with assistance from the Civilian Personnel Advisory Center (CPAC) to achieve reasonable understanding of the regulations beneficial to the affected employees.

Section 3. The Employer agrees to do everything possible to avoid or minimize reduction-in-force actions through appropriate measures, i.e., restricting recruitment and promotion, meeting manpower limitations/ restrictions through normal attrition, etc.

Section 4. During any reduction-in-force, existing vacancies authorized for staffing in the unit will be filled, if possible, through placement of qualified employees who might otherwise be affected by the reduction-in-force action. A reduction-in-force action will be carried out in strict compliance with applicable laws and regulations.

Section 5. The bumping and retreating rights of employees affected by reduction-in-force shall be governed by applicable statutes, Office of Personnel Management Regulations and Department of Army directives.

Section 6. The Employer agrees to provide the Union access to a sanitized master retention register following the issuance of reduction-in-force notices to employees for their review in a private location.

ARTICLE XXII

CONTRACTING OUT

Section 1. When the agency anticipates contracting out work presently performed by bargaining unit members, the Union will be notified prior to the invitation for bids and at the earliest possible date. The notice will include relevant and pertinent data and information as requested by the Union to include all schedules or milestone charts, the invitation for bid (IFB) or request for proposal (RFP) and the performance work statement.

Section 2. The decision by the agency to contract out work presently performed by bargaining unit employees and procedures used will be made in accordance with OMB circular A-76 and applicable rules and regulations. This action is non-grievable, however, appeal rights as outlined in OMB circular A-76 apply.

ARTICLE XXIII

UNFAIR LABOR PRACTICES (ULP)

Section 1. The parties recognize that misunderstandings occur which may be resolved locally through frank and open discussions. The parties, therefore, agree that prior to the actual filing of an Unfair Labor Practice complaint with the Federal Labor Relations Authority, the following procedure will be applicable.

Section 2. The charging party, either Employer or Union, will notify the other party in writing of the charges as soon as possible of the occurrence of the alleged ULP. The notice shall clearly identify the charges, issues or action which prompted the complaint and the relief sought, along with any supporting documentation. The informal ULP will be presented to the Commanding Officer or his designee or the Union President or his designee. If settlement is not achieved informally, a formal charge may be submitted to the Federal Labor Relations Authority and a copy provided to the other party.

Section 3. Nothing in this article shall preclude the right of the Union, the Employer or employees from filing a ULP.

ARTICLE XXIV

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Disciplinary and adverse actions will be processed in accordance with the provisions of this article, law, rule, and regulation.

Section 2. Definitions:

a. Disciplinary actions consist of Letters of Reprimand and Suspensions of 14 days or less. Also, a formal reprimand is a temporary action, which is made a part of the employee's Official Personnel Folder.

b. Adverse Actions consist of Removals, Suspensions for more than 14 days, Reductions in Grade or Pay, or Furloughs for 30 days or less.

c. An oral admonishment is an informal disciplinary measure, which may be used in cases of minor offenses by the employee. In cases of oral admonishment, the Employer shall inform the employee of the reason for the admonishment and the facts that lead the Employer to the conclusion that the action is warranted. The oral admonishment will be administered within a reasonable period after occurrence of the alleged offense or when the alleged offense becomes known to management. The employee will be accorded 30 days from the time the oral admonishment was administered to file a grievance.

Section 3. The Union agrees that it will be the responsibility of the affected employee to notify the Union of disciplinary action taken against him by the Employer, if he so desires. The employee's notice of decision will include an extra copy for the Union should the employee wish to have the union represent him.

Section 4. The Negotiated Grievance Procedure in this agreement shall be the exclusive procedure to bargaining unit employees for the review of these disciplinary actions except those subject to statutory appeal procedures (i.e. MSPB, EEO). The following procedures for taking disciplinary actions shall be followed.

a. If the Employer determines that a Formal Reprimand is appropriate, it will be administered in accordance with appropriate procedures.

b. If the Employer determines that a suspension of 14 days or less is appropriate, the following procedures shall be followed:

(1) The supervisor proposing the disciplinary action will sign the proposed notice prepared by the CPAC assuring its accuracy, and make delivery to the employee. The proposed notice shall be served on the employee within a reasonable period of time after the occurrence of the alleged offense or when the offense becomes known to management.

(2) The employee shall be given a reasonable amount of time to respond orally, in writing, or both. This period will normally not exceed 20 days from the receipt of the proposed notice.

(3) The Employer will issue a written decision within 30 days from the expiration of the time allowed for reply.

(4) The employee will be accorded 30 days from receipt of the decision to file a grievance.

(5) Extensions of reply time may be requested and mutually agreed upon by the parties.

Section 5. Disciplinary actions under this agreement will be timely and taken only for just and sufficient cause. Grievances filed as a result of such actions will enter at the appropriate step of the formal grievance procedure contained herein.

Section 6. Exceptions to the procedures outlined above will include situations when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. (See 5 USC 7513.)

ARTICLE XXV

GRIEVANCE PROCEDURES

Section 1. The Employer and the Union agree that grievances should be settled in an orderly, prompt, and equitable manner. Every effort will be made by the Employer and the Union to settle grievances expeditiously at the lowest possible level.

Section 2. Scope of Coverage:

a. A grievance means any complaint:

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

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

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

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

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

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

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

e. Any grievance not taken up with employee's immediate supervisor, or at the appropriate step as outlined below, within (30) days of the date the grievant became aware of the act or occurrence out of which the grievance arose, may be cause to deny the grievance filed hereunder unless the prescribed time limit is extended by mutual agreement of the Employer and the employee (or the Employer and the Union representative, where the employee is represented by the Union).

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

- a. Prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Section 7532, 5 USC (relating to National Security).
- d. The classification of any bargaining unit position which does not result in a reduction in grade or pay of a bargaining unit employee.
- e. Non-selection for promotion from a group of properly ranked and certified candidates.
- f. An action terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the former position or comparable position from which he/she was temporary promoted or reassigned.
- g. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.
- h. A preliminary warning or notice of a specific action, which, if effected, would be covered under the grievance system (e.g., a notice of proposed suspension or proposed termination).
- i. Separation actions taken on an employee serving a trial or probationary period or serving on temporary appointment.
- j. An examination, certification or appointment.
- k. An allegation or complaint of discrimination is reviewable under OPM regulations, and other appropriate law/regulations.

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

Section 5. General Provisions.

a. Representation Rights

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

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

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

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

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

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

(2) The nature of the grievance and the specific contractual provision in question.

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

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

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

a. Processing of the grievance beyond Step I of the procedures set forth below will be delayed, not to exceed 30 days, until the questioned policy, law or regulation has been interpreted. The Union will forward such questions to the Commanding Officer or his designee who will in turn request clarification and/or interpretation from the responsible office of issue.

b. Within twenty (20) days receipt of the clarification and/or interpretation, the employee or the Union may process other matters through the grievance procedures, including alleged misapplication of the policy, law or regulation in question to Step 2 of this procedure.

Section 7. Except provided for in Section 12 below, the following procedure shall be followed in all cases appropriately covered by this article. Any extensions to the stipulated time limits will be agreed to by both the appropriate supervisor and the union.

a. Step 1 Grievance: In the event of a grievance from an employee(s) within the unit, the matter shall first be presented to the 2nd level supervisor or his designee by the aggrieved employee and his/her representative if applicable using the Step 1 Grievance Form (PCD Form 690-01-E) within thirty (30) days after the employee became aware of the act leading to the grievance. The 2nd level supervisor or his designee will provide a copy of the completed grievance form to the Labor Relations Officer in the CPAC by FAX. The 2nd level supervisor or his designee will hold a meeting with the employee and his/her union representative as soon as possible but not later than fourteen (14) days from the receipt of the grievance. After careful consideration, which may include whatever investigation is necessary, the 2nd level supervisor or his designee will give the employee a written decision within ten (10) days from the date of the meeting using the Step 1 Grievance Decision Form. The 2nd level supervisor or his designee will provide a copy of the Step 1 decision to the Labor Relations Officer in the CPAC.

b. Step 2 Grievance: If no satisfactory settlement is reached between the employee and the 2nd level supervisor or his designee, the employee and his/her representative may within fourteen (14) days of receipt of the Step 1 decision, submit a completed Step 2 Grievance Form (PCD-Form 690-02-E), along with the Step 1 Grievance and Decision and available supporting documentation, to the appropriate Division Chief or his designee. The Division Chief or his designee will provide a copy of the Step 2 Grievance Form to the Labor Relations Officer in the CPAC by FAX. The Division Chief or his designee will meet within fourteen (14) days of receipt of the written grievance with the aggrieved employee and the representative (if applicable). If representation is not used, the Union will be notified of the time of the meeting normally 5 days in advance, so it may have an observer present. The Division Chief or his designee shall give a written decision within ten (10) days after the date of the meeting using the Step 2 Grievance Decision Form. The Division Chief or his designee will forward a copy of the Step 2 decision to the Labor Relations Officer in the CPAC.

c. Step 3 Grievance: If an acceptable solution is not reached as the result of the Step 2 decision, the employee and his/her representative may submit a Step 3 Grievance Form (PCD-Form 690-03-E) within ten (10) days of receipt of the Step 2 decision to the Commanding Officer or his designee for decision. The Commanding Officer or his designee will provide a copy of the Step 3 Grievance Form to the Labor Relations Officer in the CPAC by FAX. The Commanding Officer or his designee shall give a written decision to the grievant within thirty (30) days after receipt of the Step 3 Grievance. The Commanding Officer or his designee will forward a copy of the Step 3 decision to the Labor Relations Officer in the CPAC.

Section 8. Grievances initiated by the Union will be processed in accordance with the provisions of Section 7 of this article beginning at Step 2 within thirty (30) days of the date the Union became aware of the act or occurrence out of which the grievance arose. Grievances initiated by the Employer will be submitted to the Union President or his designee. Within thirty (30) days, a designated representative of the Employer will meet with the Union President, or his representative to resolve the grievance. A decision will be rendered no later than fifteen (15) days following the meeting. If the Employer or the Union is not satisfied with the decision, they may, within thirty (30) days from the date of the decision, make formal request that the unresolved grievance be submitted to arbitration in accordance with the provisions of Article 26.

Section 9. Any witnesses requested by the employee who are under the jurisdiction of the Pueblo Chemical Depot, and whose presence is necessary to the development of facts may be called. If, because of distance or similar factors, it is impracticable for a witness to be present, necessary information may be obtained by a sworn, written statement. Each witness will be advised that he or she is expected to provide full and complete information; and that he or she will not be subjected to any restraint, coercion, discrimination, or reprisal as a result of participation as a witness.

Section 10. Pueblo Chemical Depot employees participating in grievance hearings or meetings as witnesses will be considered to be in a duty status during such participation, if they are not otherwise in a duty status at that time.

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

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

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

Section 14. Individual grievances arising from letters of decision in the disciplinary or adverse action process shall enter at Step 2 of this procedure. In those cases where the Division Chief acts as the deciding official the process shall enter at step 3.

ARTICLE XXVI

ARBITRATION

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

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

Section 3. The arbitrator's fees and expenses shall be borne equally by both parties except in those instances where the arbitrator determines the case brought forward to be entirely frivolous and without legal merit, the arbitrator's fees and expenses shall be borne by the cited party.

Section 4. Request for arbitration from either party must be submitted in writing to the other party within fifteen (15) days following receipt of the decision required by Step 3 of the grievance procedure.

Section 5. Within seven (7) workdays after the date of the arbitration request, the parties will meet for the purpose of requesting the Federal Mediation and Conciliation Service to submit a list of persons qualified to act as arbitrators. Both parties shall meet within seven (7) workdays after receipt of such list. If they cannot agree upon one of the listed arbitrators, they will flip a coin and the winner will have the choice to strike one arbitrator's name from the list and each will strike until a single name remains on the list. The remaining name shall be the duly selected arbitrator.

Section 6. The arbitration hearing shall be held during the regular day shift work hours of the basic Monday through Thursday work week. If in a duty status, the aggrieved employee, Union representative(s) and relevant PCD witnesses called to testify shall be excused from duty, as required, to participate in the arbitration proceedings, without loss of pay or charge to annual leave. The parties will attempt to schedule any hearing during the normal duty hours of the employees involved. If, because of distance or similar factors, it is impractical for a witness to be present, necessary information may be obtained by a sworn, written statement or telephonic testimony.

Section 7. The arbitrator will be requested to render his award as quickly as possible. The arbitrator's award will be binding unless either the Employer or the Union files an exception with the Federal Labor Relations Authority in accordance with prescribed procedures as provided by PL 95-454, and said exception is sustained.

ARTICLE XXVII

SAFETY AND HEALTH

Section 1. The Employer will continue to exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for employees, inclusive of the training of personnel in safety matters. The Union will encourage all employees to work in a safe manner. When unsafe or unhealthy conditions are observed, they should be immediately reported to the supervisor in the area involved. The Supervisor and Employee will take immediate action to mitigate the reported unhealthy or unsafe condition(s). It is recognized that each employee has a responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others.

a. If the immediate *action* taken by the Supervisor corrects the unhealthy or unsafe condition(s), no further action will be required.

b. If further action is required to rectify the unhealthy or unsafe condition, management has seven (7) calendar days to provide a status on the designated Health and Safety section on the SLED Intranet.

Section 2. The Union will be entitled to one representative to serve on the Occupational Safety and Health Advisory Board.

Section 3. The Employer, to the full extent of its authority, will provide a reasonably safe work place for its employees and comply with applicable law, rule, or regulations, and nationally recognized standards to include Executive Order 12196, if applicable.

Section 4. In the interest of security and safety, personnel may be assigned the duties of more than one allotted post or patrol, if there is a fire, storm, disaster, manpower shortage or emergency operation.

Section 5. Based on the information related to an incident, dangerous situation or emergency, the Employer will assess the situation and send the appropriate number of personnel to manage the situation.

Section 6. The Employer agrees to make available cleaning/sanitizing materials to sanitize individual post and patrol vehicles for daily use. An employee who has been required to work under unsanitary conditions, such as contaminated areas or excessive dusty or wet areas, etc., shall be allowed reasonable time to return to adequate washing and eating areas for lunch.

a. The employer will provide a break area with no less than a working refrigerator, microwave, break table and seating areas as well as potable water for common use.

b. Management agrees to provide reasonable area to accommodate employees in a forced overtime situation. This area will include no less than cots or beds.

Section 7. The Employer will maintain potable drinking water at all guard posts and other recognized work locations.

Section 8. The Union and Employer acknowledge that there are various forms of accommodations for employees who may have health problems, which affect both the employees' personal life and employment. The following accommodation is articulated to make employees aware of situations medically requiring a straight shift.

a. Employees whose physician requires/recommends them to be on a straight shift, will present this information to the Employer for possible accommodation.

b. If the employees' physician's recommendation does not indicate a particular shift, the agency physician may contact the employee's physician for clarification in accordance with applicable laws and regulations.

c. If it is a mandatory requirement that the employee be placed on a straight or permanent shift, the placement priority will be by seniority.

d. For employees, whose physician recommends/requires a specific straight or permanent shift, if available, such shifts will be offered to the employee.

e. The Employer may utilize over hire positions to manage their workforce.

Section 9. When an employee's health care provider recommends light duty following an on or off the job injury, the employee will provide adequate medical documentation identifying any restrictions to the Employer. Upon receipt of medical documentation;

a. The Occupational Health Clinic will verify physical limitations.

b. The Employer will make reasonable efforts to accommodate the employee with temporary light duty within the employees Division.

c. The Employer will consider arranging for temporary light duty in another work area if no light duty is available in the employee's Division.

Section 10. The phrase "other duties as assigned" as used in job descriptions means duties related to the basic job. This phrase will not be used to regularly assign work to an employee that is not reasonably related to his/her basic job description. This does not mean that unrelated duties may not be assigned on an occasional basis, such as in a general clean up. As circumstances permit, unrelated duties that occur on an occasional basis should be distributed fairly and equitably. In assigning occasional duties, factors such as safety, skills and training possessed by the employee, and relationship to regularly performed duties, should be taken into account.

Section 11. During exercises and emergency situations, medical personnel will monitor security personnel for heat or cold injuries and provide other appropriate treatment or assistance in accordance with PCD procedures in place.

Section 12. Personal items for re-issue by the Employer will be professionally cleaned prior to issue to an employee.

ARTICLE XXVIII

PUBLICITY – COMMUNICATIONS

Section 1. The Employer agrees to provide the Union a copy of all changes to PCD regulations as they relate to personnel policies and practices not less than thirty (30) days prior to implementation , unless by mutual agreement.

Section 2. The Union telephone number will be listed in the telephone directory.

Section 3. The Employer agrees to publish Union announcements in the PCD Paper, on a space available basis.

ARTICLE XXIX

VOLUNTARY WITHHOLDING OF UNION DUES

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

a. The employee is employed in the bargaining unit for which Exclusive Recognition has been granted.

b. The Employee has voluntarily completed a request for such allotment of his pay.

c. He regularly receives a normal amount of pay on the regularly scheduled payday and such pay is sufficient, after all other legal deductions, to cover the full amount of the allotment.

d. He has authorized no other current allotments for the payment of dues to a labor organization.

Section 2. The Union is responsible for procuring the prescribed allotment form (SF- 1187), distributing the form to its members, certifying as to the amount of its dues, and informing and educating of its members on the program for allotments for payment of dues/fees and the uses and availability of the SF-1 187.

Section 3. An allotment may be submitted through the PCD Civilian Personnel Liaison to the appropriate Financial Officer at any time.

Section 4. 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, upon loss of exclusive recognition by the Union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense; or when the employee has been suspended or expelled from the Union.

Section 5. The Union will promptly notify the PCD Civilian Personnel Liaison when an employee with a current authorization ceases to be a member of the Union in good standing.

Section 6. The PCD Civilian Personnel Liaison will notify the Union of the revocation of an allotment by an employee by forwarding a copy of the SF- 1188 to the Union.

Section 7. Dues allotments may be revoked at any time, however, the dues revocation will not become effective until the first pay period after the Anniversary Date of the allotment.

Section 8. Allotted dues will be withheld from the regular bi-weekly payrolls unless otherwise specified. The amount to be withheld shall be the amount of the regular dues of the member,

exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Union, the Finance Officer will be notified in writing by the Secretary/Treasurer of the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the next deduction payroll provided the notice has been received in the Finance Office, unless a later date is specified by the Union. New Authorization forms are not required.

Section 9. The Finance Officer or designee will send to the American Federation of Government Employees, Local #2477, AFL-CIO, BOX 1442, Pueblo, Colorado 81002, the following:

- a. The remittance of dues withheld.
- b. A listing including the employee's name, amount deducted, total amount collected.

ARTICLE XXX

CIVIC RESPONSIBILITIES

Section 1. It is mutually recognized and agreed between Employer and Union that certain activities which have been carried on in the past should be encouraged and continued in order to project a favorable concept of depot operations to the citizens of the surrounding communities. In order to continue to pursue this goal, both Employer and Union recognize that there are instances during which, strictly upon their own initiative, employees may desire to volunteer their efforts outside of normal working hours as a public service, and without pay.

Section 2. All employees are encouraged to exercise their franchise and vote in all elections. As a general rule, employees requesting time off may be excused without charge to leave for the amount of time necessary to permit them to report to work three hours after the polls open or leave three hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either three hours before or three hours after the employee's regularly scheduled duty hours, no time off is granted. This is the case in most jurisdictions. In the event an employee desires to vote by absentee ballot, the ballot should be obtained from the county clerk of the county in which the employee resides. Government transportation may not be utilized for transporting any person to or from the polls.

Section 3. The Employer and the Union recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and should encourage employees as individual citizens and as members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens. To the end that campaign shall be conducted in the spirit of true voluntary giving, the Employer agrees that:

- a. When envelopes are used, each individual who desires to keep his gift private may use any envelope of his choice without his name being placed thereon, unless he elects to do so.
- b. Officers, stewards, or representatives of the Union shall not solicit contributions directly from any employee, except where serving as the point of contact for an approved charity.
- c. Coercion, either overt or implied, shall not be practiced by collectors, points of contact, supervisors, or other personnel.
- d. The Employer will provide the Union with current fundraising policies and updates.

ARTICLE XXXI

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, color, race, religion, sex, national origin, political affiliation, marital status, or handicap, and to promote the full realization of equal employment opportunity.

Section 2. The Employer will provide to the Union an annual report on the status of activity taken under the EEO Program not later than thirty (30) days after receipt by PCD.

Section 3. The Employer agrees to negotiate with the Union those provisions of the Upward Mobility Program which reflect changes in personnel policies, practices, or working conditions that are negotiable and the Union agrees to lend their support and commitment to the Upward Mobility Program.

ARTICLE XXXII

WORKERS COMPENSATION

Section 1. When the Employer becomes aware that an employee has suffered a work related illness or injury in the performance of duties, the Employer will counsel the affected employee as to his or her right to file for compensation benefits, the types of benefits available, the procedure for filing a claim, and the use of compensation benefits.

Section 2. When an employee is injured on the job and has medical restrictions, the Employer will make reasonable effort to provide that employee a light duty assignment.

ARTICLE XXXIII

ARMY SUBSTANCE ABUSE PROGRAM (ASAP)

Section 1. The Employer and Union agree to support a strong Army Substance Abuse Program. The Employer and Union shall strive for early identification and motivation to rehabilitation of possible cases of alcoholism or drug abuse which affect job performance. The Employer and Union agree to cooperate in aiding the employee whose work performance indicates a potential alcohol or drug problem by referring the employee for professional screening and diagnosis.

Section 2. The Employer will attempt to allow the employee to fully complete the rehabilitation program.

ARTICLE XXXIV

DETAILS AND TEMPORARY PROMOTIONS

Section 1. Details will be rotated equitably among those employees who have been determined by management to have the knowledge, skills, and abilities for assuming the responsibilities of the assignment unless competitive procedures are used. The Union will be informed of management's plans to detail or temporarily promote prior to the action being taken.

Section 2. Employees detailed to a higher grade position for more than 30 consecutive days must be temporality promoted to the position, if the employee performs the full scope of duties of the position description and the employee meets all qualification and eligibility requirements for promotion to the position. The temporary promotion should be initiated at the earliest date it is known by management that the detail is expected to exceed 30 consecutive days.

Section 3. A non-competitive temporary promotion cannot exceed 120 days in a 12 month period. Temporary promotions of less than 120 calendar days will be rotated equitably among the employees who have been determined by management to have the knowledge, skills and abilities for assuming the responsibilities. To be temporarily promoted, you must meet minimum OPM qualifications, to include time in grade.

Section 4. All competitive temporary promotions will be IAW the Southwest Region Merit Promotion Plan.

ARTICLE XXXV

PERFORMANCE APPRAISALS

Section 1. Performance Appraisals. The performance appraisal system will be in accordance with the Civil Service Reform Act, Total Anny Performance Evaluation System (TAPES).

a. Performance appraisals will be discussed with the employee away from the work force. The employee has the right and will be encouraged to freely and orally state his views and make remarks on his performance appraisal, where appropriate. The employee has the right to settle any disagreement under the negotiated grievance procedure beginning at the level just above their senior rater/reviewer, which will be step 1.

b. Employees will be appraised on the basis of written performance requirements of the job occupied and other significant duties assigned during the rating period.

Section 2. Acceptable Level of Competence. The granting of a within-grade increase for General Schedule and Wage Grade employees is based upon positive determination that the employee is performing at an acceptable level of competence. This denotes work of a degree above that typified by the marginal employee. Determination must be made in the light of reasonable work requirements of the particular position or such specific work standards as may have been established. This requires consideration not only of the required quantity and quality of work but also other essential elements such as personal characteristics and aspects of conduct which have a direct bearing on performance.

ARTICLE XXXVI

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. Effective date. The effective date of this agreement is the date determined by the DoD Field Advisory Service (FAS). If FAS does not respond within thirty (30) days, the contract effective date will be the 31st day after the local Commander and Union President's final signature. The effective date will be printed on the front of the negotiated agreement.

Section 2. Terminal Date. This contract has been negotiated with the intent of developing a perpetual agreement. Therefore, there will be no terminal date established.

Section 3. Beginning on the third year anniversary and every 12 months thereafter, either party may give written notice to the other that they intend to re-negotiate specific articles in the contract. This notice will be provided not more than thirty (30) days prior to the anniversary date. The party wishing to open negotiations will specify the articles they wish to negotiate. The other party will then have forty-five (45) days to provide written notice detailing the articles they may wish to open for negotiation. Each party will have an opportunity to open an equal number of articles. Sixty (60) calendar days after each party has provided the other with the articles they intend to open, the parties will meet to negotiate ground rules. The present agreement will remain in full force and effect during the renegotiating/implementation of said articles. By mutual agreement, additional articles may be opened during the negotiation to rectify procedures which change based on the result of negotiating specified articles.

Section 4. If neither party serves notice to re-negotiate within the open window described above, the agreement shall be automatically renewed every year thereafter.

FOR MANAGEMENT

FOR THE UNION

PUEBLO CHEMICAL DEPOT:

MICHAEL S. QUINN
COL, CM
Commanding

Date

AFGE Local 2477:

David Garcia
President

Date