

AGREEMENT  
BETWEEN  
WHITE SANDS MISSILE RANGE  
AND  
NATIONAL FEDERATION OF  
FEDERAL EMPLOYEES  
LOCAL 2049  
EFFECTIVE DATE: 9 MAY 1996

ARTICLE 1  
PREAMBLE

In accordance with the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, the following articles of this basic agreement, together with all supplemental agreements and amendments which may be agreed to at later dates, constitute an agreement by and between the U.S. Army Test, Measurement and Diagnostic Equipment Support Group – White Sands; the McAfee U.S. Army Health Clinic; and the U.S. Army Dental Clinic – White Sands, hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 2049, hereinafter referred to as the Union.

WITNESSETH

In consideration of the mutual covenant herein set forth, the parties hereto, intending to be bound, hereby agree as follows:

WHEREAS, the public interest requires high standards of employee performance together with the continual development and implementation of modern and progressive work practices to improve employees performance and efficiency, the Union, as the representative of the employees, agrees to support the Employer in these efforts and promote the development of good will and eliminate waste in all forms; and

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

WHEREAS, the Employer also agrees that supervisors at all levels are to provide positive leadership and set a good example for all bargaining unit employees; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to the law and the paramount requirements of public service, effective labor-management relations within the federal service require a clear statement of the respective rights and obligations of labor organizations and agency management;

NOW THEREFORE, the parties hereto agree as follows:

## ARTICLE 2 PURPOSE

The parties having as their intended purpose to promote and improve the well being of employees and the efficiency and effectiveness of government administration in areas of personnel policies and practices affecting working conditions in the federal serviced agree to the establishment of orderly procedures as herein provided, for meeting, conferring or negotiating on matters which are permitted by applicable laws and regulations. The Union, in fulfilling its obligations, will represent all the employees in the unit without discrimination because of race, color, religion, sex, age, national origin, or handicapping condition, and without regard to membership of the Union. It is recognized by both parties that in order to bring about the stated purpose of this agreement and preserve the public trust in carrying out the mission of White Sands Missile Range, a cooperative and constructive relationship must exist between the Union and the Employer.

ARTICLE 3  
RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes Local 2049 of the National Federation of Federal Employees as the Union and the exclusive representative of all employees in the units described in Section 2 of this Article.

Section 2. The units to which this agreement is applicable are as follows:

- a. All non-professional General Schedule employees of the U.S. Army White Sands Missile Range; the U.S. Army Research Laboratory – White Sands; and the U.S. Army Test, Measurement and Diagnostic Equipment Support Group – White Sands.
- b. All non-supervisory Security Guard employees of the Security Guard Division, Law Enforcement and Security Directorate.
- c. Medical community unit – all professional and non-professional employees (General Schedule and Wage Grade) of the McAfee U.S. Army Health Clinic and the U.S. Army Dental Clinic – White Sands.

## ARTICLE 4 DEFINITIONS

Section 1. The following definitions of terms used in this agreement shall apply:

- a. Amendments. Modifications of the basic agreement which add to, delete, or change sections or articles of the agreement.
- b. Authority. The Federal Labor Relations Authority (FLRA) established by the Civil Service Reform Act of 1978.
- c. Emergency Situation. A sudden, immediate, and unforeseeable work requirement, involving preservation of health, welfare, and safety of personnel or protection of government property resulting from natural phenomena, civil disturbances, or other circumstances beyond the Employer's reasonable control or ability to anticipate. The parties recognize that this definition does not limit the Employer's right under 5 U.S.C. 7106(a)(2)(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- d. Grievance. "Grievance" means any complaint:
  - (1) by an employee concerning any matter relating to the employment of the employee;
  - (2) by any labor organization concerning any matter relating to the employment of any employee; or
  - (3) by an employee, labor organization, or agency concerning
    - (a) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
    - (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- e. Impasse. The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.
- f. Negotiability Dispute. A disagreement between the parties as to the negotiability of an item, which must be resolved in accordance with the rules and regulations of the Federal Labor Relations Authority.

g. Negotiation. Bargaining by representatives of the Employer and the Union on appropriate issues relating to personnel policies, and matters affecting working conditions, with the purpose of arriving at a formal agreement.

h. Supplements. Additional articles negotiated during the term of the basic agreement concerning matters not previously covered by the basic agreement.

i. Union-Management Meetings. Meetings which are held for communication and exchange of views with the intent of agreeing on matters of mutual interest.

j. Union Official/Union Representative. An accredited National Representative of the Union or the duly elected or appointed officials of Local 2049, including designated stewards.

ARTICLE 5  
POVISIONS OF LAWS AND REGULATIONS

Section 1. The Employer and the Union agree that in administration of all matters covered by this agreement, the parties and employees are governed by:

- a. Existing or future laws;
- b. Existing government-wide rules of regulations;
- c. Department of Defense and Department of Army rules and regulations in existence at the time this agreement is approved; and
- d. Subsequently issued rules or regulations which do not conflict with the terms of this agreement.

This does not preclude the parties from negotiating on negotiable matters using the procedures outlined in Article 10 of this Agreement.

## ARTICLE 6 MANAGEMENT RIGHTS

Section 1. Rights Retained. The Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and in accordance with applicable laws

- a. To hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
- b. To assign work, make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
- c. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
- d. To take whatever actions may be necessary to carry out the Agency mission in situations of emergency.

Section 2. Future Agreements. The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section 3. The right to bargain over the impact of any decision involving a retained right, and the right to negotiate procedures implementing such decisions, shall not be abridged by anything in this Article.

Section 4. Nothing in this section shall preclude the Employer and the Union from negotiating

- a. Procedures which management officials of the agency will observe in exercising any authority under this section; or
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by management officials.

Section 5. Wherever language in the agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

## ARTICLE 7 EMPLOYEE RIGHTS

Section 1. Each employee in the bargaining units covered by this agreement shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

Section 2. Nothing in this agreement prevents a bargaining unit employee, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established agency policies, or from being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or statutory appeal action, except those filed under the negotiated grievance procedure.

Section 3. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

Section 4. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filled a complaint or given testimony under the Act, the negotiated grievance procedure, or any other established procedure for redress of employee dissatisfaction.

Section 5. The Employer shall take such action consistent with law and regulation as may be required in order to inform employees of their rights and obligations, as prescribed in the Civil Service Reform Act of 1978 and this Article.

Section 6. **ACCOUNTABILITY:** An employee is accountable for the performance of official duties and compliance with standards of conduct for federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities not related to the performance of their official duties or not related to their federal employment.

Section 7. **NONDISCRIMINATION:** No employee will be unlawfully discriminated against by either the Employer or the Union because of race, color, religion, sex, national origin, age, marital status, handicapping condition, or lawful political affiliation.

## ARTICLE 8 UNION RIGHTS AND REPRESENTATION

Section 1. As the exclusive representation of employees in the bargaining units covered by this agreement, the Union is entitled to act for and negotiate agreements covering all employees in the units.

Section 2. The Employer agrees to negotiate with the Union on all negotiable matters required by law affecting the employees or their conditions of employment or, as applicable, on the implementation of any new policy or changes in policy affecting the employees or their conditions of employment.

Section 3. The Union shall be given the opportunity to be represented at formal discussions between one or more representatives of the Employer and one or more bargaining unit employees, or their representatives, concerning grievances, personnel policies and practices or other general conditions of employment. The Union shall be notified in advance of such formal meetings and of its right to be represented.

Section 4. The Union shall be given the opportunity to be represented 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 him/her, and the employee requests representation.

Section 5.

a. The Employer shall recognize the duly elect Local officers and official representatives designated by the Union, including stewards. The Union will supply the Employer, in writing, and will maintain on a current basis, a list of the Union officers and officials, including the stewards' areas of representation. The Union may post the list of Local officers and officials and/or area stewards on official bulletin boards in space which has been authorized for the Union's use. The Employer shall recognize as stewards only employees who work in the bargaining units covered by this agreement, and who are officially designated in writing by the Union. This does not preclude the Union from electing as their officers members from outside the bargaining unit.

b. The number of stewards authorized shall be the number reasonably required in order to insure that each bargaining unit employee shall have access to a steward on his/her work shift and work location.

c. The stewards will represent the employees of their designated area(s) in dealing with supervisors about the applications of personnel practices and policies, and other matters affecting working conditions in the designated area(s). Officers, the Chief Steward, the Grievance

Committee Chairperson, or stewards as assigned are authorized to represent individuals in any part of the bargaining unit. Normally the designated steward in the area where the need for a representative arises will perform the representation duties required. When there is no steward available or another steward's services are deemed needed by the Union, the Union may assign a different steward. Upon request from either party, stewards and supervisors shall discuss informally items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either party. An employee may request a steward from another section in representation in accordance with the Local's policy.

d. The Employer will recognize representatives of the Union's National Office. The Union or the national representative shall provide advance notice to the Employer of visits to be made by representatives of the National Office, or will call upon arrival when such advance notice is not practicable.

Section 6. Union officers and stewards, if otherwise in an active duty status, will be allowed a reasonable amount of official time away from their assigned duties without loss of pay to receive, investigate, prepare, and present employee grievances, appeals, or complaints, or to discuss with appropriate officials of the Employer other matters related to personnel policies, practices, and working condition affecting bargaining unit employees. Representation shall occur at the lowest level at which matter can be resolved, and the initial attempt at resolution normally should occur between the Union steward and the first level supervisor. If either party believes resolution of a matter of concern is outside its jurisdiction, the matter shall be referred to those officials of the Employer or the Union who have the authority to act upon the problem. The Union agrees that it will guard against the use of excessive time whenever such representational duties are being performed during the regular duty hours. Reasonable time for receiving, investigating, preparing, and presenting a complaint, grievance, or appeal must necessarily depend on the facts and circumstances of each—e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations. A reasonable amount of time for the Union President and Chief Steward may include up to forty (40) hours of official time in a given basic workweek, unless compelling mission requirements as determined by the Employer cause temporary postponement. A reasonable amount of official time for representational purposes will be granted for use within the confines of the activity. A Union representative required to travel off-post for representational purposes will be granted a reasonable amount of official time for the purpose. The Employer shall pay the travel and per diem expenses incurred by (1) an employee, and (2) any other employee representing the Union as the employee's representative while using official time to attend MSPB proceedings when such proceedings are not held on post. Reasonable official time not to exceed twenty-four (24) hours per year will be permitted Union officials for preparation of information reports required under 5 U.S.C. 7120(c). The Union Treasurer will be authorized up to four (4) hours per month official time for

maintenance of financial records directly required for the above reports. The Union recognizes that such official time is not authorized for internal union business.

Section 7. Union officers and stewards, when they desire to leave their worksite to perform representational duties, shall first obtain permission from their immediate supervisor, or in the absence of the immediate supervisor, the next higher level of supervision. Such permission will normally be granted unless compelling circumstances preclude leaving at that particular time. If permission is denied, the supervisor will inform the Union representative of the reason for the denial and of the earliest possible time when the Union representative can leave his/her worksite. If the Union representative must meet with supervisors, management officials, or employees in another shop or worksite, he/she will insure that these individuals are available to meet before leaving his/her work area. Upon entering a shop or work area other than his/her own to meet with an employee, the Union representative shall contact the employee's supervisor. Union representatives will report to their immediate supervisors upon return to their assigned work areas.

Section 8.

a. Any bargaining unit employee serving as a Union negotiator in collective bargaining sessions with the Employer shall be authorized official time for such purpose, including attendance at impasse proceedings, during the time the bargaining unit employee otherwise would be in a duty status. The number of bargaining unit employees for whom official time is authorized for negotiations shall not exceed the number of individuals designated as representing the Employer for such purposes.

b. The Employer further agrees that each bargaining unit employee designated in writing by the Union to serve on the Union negotiating team shall be granted official duty time for preparation for negotiations in the following amounts:

(1) Twenty-four (24) hours of official duty time to prepare for renegotiation of this agreement;

(2) Twelve (12) hours of official duty time for the duration of this agreement to prepare for mid-term bargaining required to amend or supplement this agreement;

(3) Four (4) hours of official duty time for each instance of preparation for impact and implementation bargaining necessitated by the Employer's proposed changes to its local regulations concerning personnel policies, practices, and working conditions affecting bargaining unit employees. In unusual circumstances, such as a proposed major reorganization, additional preparation time up to sixteen (16) hours will be granted.

Section 9. When the Employer calls a meeting with the Union representatives or arranges such a meeting at the request of the Union to discuss matters of mutual interest, the Union representatives will be granted official duty time for such meetings, provided they are otherwise in an active duty status. If a particular Union representative designated to attend the meeting is not otherwise in a duty status, the parties will attempt to reschedule the meeting. Upon the request of the Union representative, the Employer will consider changing the tour of duty of the Union representative to accommodate his/her attendance at the meeting.

Section 10. All official time used by Union officers and stewards in performing authorized representational duties under this Article will be recorded on an official time form (Appendix A). Union representatives and supervisors will be responsible for promptly and accurately completing their respective portions of the form.

Section 11. In the interest of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between representational and non-representational duties, those activities concerned with the internal management of the Union, or solicitations of membership, collection of dues, campaigning for Union officers, conduct of elections for Union officers and distribution of literature will be conducted outside regular working hours. Upon advance written request and subject to normal security restrictions, the Union shall be granted permission to conduct membership drives of up to thirty (30) days' duration each per year during non-work time of the employees involved, provided there is no interference with the work of the Employer. Such membership drives shall not exceed two (2) per calendar year.

Section 12. There shall be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this agreement and the Civil Service Reform Act.

Section 13. Bargaining unit members who desire to attend the monthly union membership meeting may request in advance from their supervisors a change of tour of duty for that day. Such a change of tour of duty will require the bargaining unit employee to make up the duty time missed on that same day. Subject to mission requirements, the Employer agrees to normally grant such requests for a tour of duty change.

## ARTICLE 9 UNION-EMPLOYMENT MEETINGS

Section 1. The parties agree that meetings between representatives of the Employer and the Union shall be held as necessary for the purpose of exchanging information of mutual interest; attempting to resolve problems concerning the working environment of bargaining unit employees; administering this agreement; and conferring on personnel policies, practices or other matters affecting the working conditions of the bargaining unit employees. Union-management meetings shall in no way nullify or abrogate the right of the Union to negotiate on all negotiable matters. Such meetings shall be conducted in an atmosphere that will foster mutual respect. In the interest of efficient use of personal resources, the parties agree that the number of Union representatives in attendance at such meetings shall be no less than two (2) nor more than four (4) to effectively transact the business of the meeting.

Section 2. Joint Union-Employer meetings shall be held at mutually agreeable times upon request by either party. Either party desiring to meet with the other shall give advance notice to the other party. Specific item(s) for discussing normally will be provided in advance of the meeting by either party, although items not submitted may be discussed if it is mutually agreed to do so. New or changed policy proposals which cannot be readily agreed to at a Union-Employer meeting may be submitted for negotiation in accordance with negotiation procedures established in this agreement. Union-Employer meeting will be conducted during regular duty hours, with Union officials in attendance authorized official time without charge to leave or loss of pay if they are otherwise in an active duty status. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the subject matter for discussion.

Section 3. The Employer agrees to schedule a quarterly meeting between the Executive Committee of the Union and the Installation Commander for the purpose of providing a positive assessment of the past quarter's labor relation program. If at the end of a quarter the Union requests in writing to meet with one or more of the tenant Commanders whose employees are covered by this agreement, the Employer will schedule such quarterly meeting(s) between the Executive Committee of the Union and the tenant Commander(s) involved. The Union's National Representative and such management representatives as the Commander deems necessary may also attend these quarterly meetings. The parties recognize that such meetings shall be informational rather than decisional in nature, and will in no way circumvent the grievance and negotiating procedures set forth in this agreement, nor the Employer's open door policy which provides a forum for the consideration of employee dissatisfaction, nor any other procedure provided for in law or regulation for the resolution of dissatisfaction. A written agenda will be provided to the Labor Relations Specialist by the Union not later than five (5) workdays prior to such meeting. Matters

discussed during the meeting will be limited to items stated on the written agenda provided by the Union.

## ARTICLE 10 NEGOTIATIONS

Section 1. Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith, and in such manner as will further the public interest. The procedures established in this Article shall be use by both parties when negotiating on all negotiable matters required by law affecting the employees or their conditions of employment, or as applicable, on the implementation of any new policy or change in policy affecting the employees or their condition of employment. These procedures also apply to the negotiation of supplements and amendments to the basic agreement between the parties. The Employer agrees to provide the Union with advances written notice of and an opportunity to negotiate on these negotiable matters. Management recognizes the Union's right to submit changes or additional counterproposals at the bargaining table.

Section 2. Upon being notified by the Employer of a proposed new policy or practice, or a proposed change to existing policy or practice, the Union shall have five (5) workdays in which to review the Employer's proposal and advise the Employer of its intentions. If the proposal is acceptable as presented by the Employer, the Union shall notify the Employer of this fact. If the Union has questions regarding the proposal, or desires clarification, the Union shall make a request to the Directorate of Human Resources to meet with proposal's proponent in order to discuss and clarify the proposal. The Union will indicate the specific area(s) requiring clarification or discussion, and the Employer will arrange a meeting with the proponent at a mutually agreed upon time. If, after discussion with the proponent, the proposal is acceptable to the Union, the Union shall notify the Employer of this fact. If the proposal is unacceptable after discussion with the proponent, the Union shall submit a written request to negotiate the proposal to the Directorate of Human Resources within five (5) workdays after the discussion. If there are no questions, and the proposal is not acceptable, the Union shall submit a written request to negotiate the proposal to the Directorate of Human Resources within five (5) workdays after being advised of the proposal. To facilitate the negotiating process, all requests for negotiations shall be accompanied by a copy of the specific counterproposal desired by the Union. Non-response by the Union within the established time frames will be interpreted as acceptance by the Union, and the Employer may implement the proposal without further notice. Negotiations requested by the Union regarding a proposed new policy or practice or a proposed change to existing policy or practice, which would affect the working conditions of bargaining unit employees shall be conducted in accordance with the provisions set forth in Section 3, 4, and 5 of this Article.

Section 3. The following procedures will be used when negotiating amendments or supplements to this agreement. Negotiation sessions may be requested in writing by

either party. Such requests shall state the specific subject matter to be considered at such sessions, and shall contain written proposals for consideration by the other party.

a. The negotiating teams of each party shall consist of no more than five (5) members.

b. The chief spokesperson for each party will speak for their respective teams, but may at their discretion allow their other team members to participate in any discussion. A chief spokesperson shall be designated in writing by each party.

c. Names of the members on each negotiating team will be exchanged formally by the parties in writing no later than three (3) calendar days prior to the beginning of negotiations. Any changes regarding team membership will be submitted to the other party no later than one (1) day prior to the next negotiation session.

d. Negotiations will begin on a mutually agreed date no later than thirty (30) days from receipt of proposals. The Employer will furnish a room suitable for negotiations and to the extent possible, room(s) that will allow both parties to caucus.

e. Union negotiators who are members of the bargaining unit for which negotiations are being conducted will be authorized official time for the negotiation sessions, during the time the Union negotiator otherwise would be in a duty status.

f. Upon reaching agreement on any supplement or amendment to the contract, the chief spokesperson shall signify agreement by initialing the agreed upon item. Upon reaching agreement on all supplements or amendments, the agreement shall be signed by the members of both negotiating committees, ratified by the Union members in a manner prescribed by the Union and, upon ratification, signed by the Union President and the Employer. It is recognized by the parties that all supplements or amendments to this agreement are subject to review for legal and regulatory compliance by the Defense Civilian Personnel Management Service. Any supplements or amendments will remain effective concurrent to the basic agreement.

g. Upon reaching agreement on a proposed new policy or practice, or a proposed change to existing policy or practice affecting the conditions of employment of bargaining unit employees, the spokespersons for the Employer and the Union shall sign the agreement reached, with a copy of the agreement provided to both parties.

Section 4. When the parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, either or both parties may seek the services of the Federal Mediation and Conciliation Service. When the services of mediation do not

resolve the impasse, either party may seek the services of the Federal Service Impasse Panel.

Section 5. If an issue develops over the negotiability of any item under discussions by the parties, the issue will be resolved in accordance with applicable provisions of Title VII of the CSRA and the rules and regulations of the Federal Labor Relations Authority.

Section 6. The Employer agrees to negotiate with the Union on all negotiable matters required by law affecting the employees or their conditions of employment, or, as applicable, on the implementation of any new policy or changes in policy affecting the employees or their conditions of employment.

## ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation, application, or violation of law, regulations, or this agreements; conditions of employment, including prohibited personnel practice charges; and disciplinary and adverse actions. It shall apply to all matters indicated above, whether or not set forth in this agreement.

Section 2. The Union and the Employer recognize the importance of settling disagreements and disputes in a prompt, fair, and orderly manner which will maintain the self-respect of the parties involved and be consistent with the principles of good management,. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

Section 3. Excluded from coverage of this procedure are all issues which involve:

- a. Prohibits political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Section 7532 of Title 5, United States Code (National Security).
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. The non-adoption of a suggestion or disapproval of a performance award, or other kind of honorary or discretionary award, except where this is alleged to be based on reprisal.
- g. Termination of a temporary promotion and return of the employee who was temporarily promoted to the position from which temporarily promoted.
- h. Non-selection for promotion from a group of properly ranked and certified candidates, except where personnel practices prohibited by law are alleged.
- i. A preliminary warning or notice of an action which, if effected, would then be eligible for consideration as a grievance.
- j. Separation of employees during probationary or trial periods.

k. Allegations of mismanagement when no form of personal relief to the employee is appropriate.

l. Reduction-in-Force.

m. Allegations of discrimination involving Equal Employment Opportunity (EEO) matters.

Section 4. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure or is subject to arbitration will be referred to an arbitrator as a threshold issue in the arbitration on the merit of the grievance.

Section 5. A grievance may be undertaken by the Union, an employee, or a group of employees. An employee or group of employees in the bargaining units covered by this agreement, in filing a grievance under this procedure, may be represented only by the Union. In this context, the Employee recognizes the right of the Union to designate its own representatives. An employee or group of employees wishing to present such a grievance without Union representation may do so; however, any adjustment of the grievance must not be inconsistent with the terms of this agreement, and the Union shall be afforded the opportunity to be present during the grievance proceeding. In exercising their rights to present a grievance, bargaining unit employees and Union representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.

Section 6. An aggrieved employee affected by a removal or reduction in grade for unacceptable performance, or by an adverse action, may at his/her option raise the matter under statutory appeals procedure, or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option under this section when the employee timely files a notice of appeal under the appellate procedure, or files a timely grievance in writing under the negotiated grievance procedure.

Section 7. If a bargaining unit employee resigns, transfers, or otherwise leaves the bargaining unit prior to the issuance of a final decision on his/her grievance, and no issue of compensation is involved, the grievance will be terminated and all parties notified in writing by the Employer.

Section 8. The following steps will be used for resolving grievances under this procedure:

Step 1. The grievance shall first be presented orally to the immediate supervisor by the grievant and his/her Union representative, if the aggrieved party elects to have one. If

the grievance involves the first line supervisor, the grievant may go to the second level supervisor with his/her Step 1 grievance. On the date the Step 1 grievance is presented, the grievant or his/her union representative, if any, will serve written notice on the next level of supervision that a Step 1 grievance has been filed, and indicate the date of the Step 1 meeting. The Step 1 grievance must be initiated within twenty (20) workdays of the incident that gave rise to the grievance, unless the grievant was unaware of the incident by such time. In that case, the grievance must be initiated within twenty (20) workdays from the date the grievant becomes aware of the incident. The grievant shall plainly identify the discussion as a grievance, provide his/her supervisor with specific details of the grievance, and indicate the corrective action desired in order to resolve the grievance. The supervisor will provide a written decision to the grievant, with a copy to his/her Union representative, if any, within seven (7) workdays after presentation of the grievance. Included with such decision shall be a written statement indicating the grievant's right to submit the grievance to the next level of supervision within ten (10) workdays.

Step 2. If a satisfactory settlement has not been reached at Step 1, the grievant or his/her representative will submit the grievance in writing within ten (10) workdays to the next higher level supervisor, who shall call and arrange to meet with the grievant and his/her representative within five (5) workdays after receiving the written grievance. The written grievance shall also contain the duty phone numbers of the grievant and his/her Union representative, if any. A written decision will be provided to the grievant with a copy to his/her Union representative, if any, within ten (10) workdays following the meeting.

Step 3. If a satisfactory settlement has not been reached at Step 2, the grievant or his/her representative will submit the grievance in writing within ten (10) workdays from receipt of the Step 2 decision to the installation Commander; Director, U.S. Army Research Laboratory – White Sands; Chief, U.S. Army Test, Measurement and Diagnostic Equipment Support Group – White Sands; Commander, McAfee U.S. Army Health Clinic; or Commander, U.S. Army Dental Clinic – White Sands, as appropriate. The installation Commander or head of tenant activity, or his/her designated representative, will review the grievance, and render a written decision on the grievance no later than ten (10) workdays from date of receipt of the employee's grievance. If the decision is unsatisfactory to the Union, the Union may invoke arbitration in accordance with the provision of Article 12.

Section 9. Grievances of the Union will be submitted in writing by the Union President, or his/her designee, to the installation Commander within fifteen (15) workdays of the occurrence which caused the grievance. The written grievance will state the basis for the grievance and the corrective action sought. A meeting will be held within ten (10) workdays of receipt of the Union grievance between appropriate officials of the Employer and the Union in an attempt to resolve the grievance. The Union President, or his/her designee, will be given a written decision by the installation Commander or his/her designated representative within ten (10) workdays after the meeting. If the

grievance is not resolved to the satisfaction of the Union, the Union President may then submit the grievance to arbitration under the provisions of Article 12.

Section 10. Employer grievances will be submitted by the installation Commander, or his/her designee, to the Union president within fifteen (15) workdays of the occurrence which caused the grievance. The written grievance will state the basis for the grievance and the corrective action sought. A meeting will be held within ten (10) workdays of receipt of the Employer grievance between appropriate officials of the Employer and the Union in an attempt to resolve the grievance. The installation Commander, or his/her designee, will

Section 11. Failure of the Employer to observe the time limits for any step in the grievance procedure shall entitle the grievant or the Union to advance the grievance to the next step. Failure of the grievant or the Union to observe the time limits at any step of the procedure will have the effect of canceling the grievance as untimely. All time limits may be extended by mutual consent. A grievance may be withdrawn by the proponent at any time.

Section 12. Grievance Concerning Disciplinary Actions. If a bargaining unit employee desires to contest by means of the negotiated grievance procedure a disciplinary action imposed by the Employer, he/she will initiate the grievance in writing at Step 3 of the negotiated procedure set forth in Section 8 of this Article.

## ARTICLE 12 ARBRITRATION

Section 1. If the Employer and the Union fail to settle any grievance within the scope of the negotiated grievance procedure described in Article 11 of this agreement, the grievance shall be submitted to arbitration upon written request of the party desiring arbitration. Such written request must be received by the other party within twenty (20) working days after issuance of the final decision on the grievance. However, only the Union or the Employer may invoke arbitration.

Section 2. Within five (5) working days from the date of receipt of an arbitration request, the parties shall meet in an attempt to select an arbitrator. If agreement cannot be reached, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the issues in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issues involved. The request shall include a copy of this arbitration Article. Either party may request a second list of arbitrators if dissatisfied with the original list of arbitrators. The parties shall meet within five (5) working days after the receipt of such list to select an arbitrator. If the parties cannot agree upon one (1) of the listed arbitrators, the Employer and the Union will each alternately strike one (1) arbitrator's name from the list and shall repeat this procedure until there is one (1) name remaining. The remaining name on the list shall be the duly selected arbitrator. A flip of a coin shall determine which party strikes the first name. The party requesting arbitration may withdraw the request at any time prior to the actual convening of a hearing or submission of the case to the arbitrator. However, once a definite hearing date has been established with an arbitrator, it is agreed that the party requesting such a withdrawal will make every reasonable effort to notify the other party and the arbitrator of its desire as far in advance of the scheduled hearing date as possible. Any costs assessed by an arbitrator because of the cancellation or postponement of a previously scheduled hearing shall be borne by the party which requested such cancellation or postponement. Should the Employer be unable to assure the availability of witnesses as stated in Section 5 of this Article, the Employer will request cancellation or postponement. If cancellation or postponement was necessitated by an act of God, the cost of the cancellation or postponement shall be borne equally by the parties.

Section 3. Following selection of the arbitrator and indication of his/her availability, the parties will attempt to prepare a joint letter submitting the issue or issues to be decided by the arbitrator. Such letter shall present the matter upon which arbitration is sought and shall include the agreement provisions governing the arbitration. If the parties fail to agree on a joint submission of the issue or issues for arbitration, each party will submit in writing a statement of what they believe to be the issue(s) to the other party

and to the arbitrator. The arbitrator then shall determine the issue or issues to be decided, to include any questions of arbitrability.

Section 4. When the Employer and the Union agree to the facts at issue and believe that an arbitration hearing would be unnecessary, the parties may submit in writing a joint stipulation of facts to the arbitrator with a request that a decision be rendered based upon the facts jointly presented.

Section 5. A submission to the arbitration hearing should be used when a formal hearing is necessary to develop and establish facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator. The arbitration hearing shall be held on the Employer's premises during the regular day-shift hours of the normal basic work week. The aggrieved employee, his/her Union representative, and the employee witnessed who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty for a reasonable period of time without loss of pay or charge to annual leave to prepare for arbitration. The aggrieved employee and his/her Union representative will be granted official duty time to participate in the arbitration proceeding. All witnesses of both parties will be present at the beginning of the arbitration session. If the arbitrator determines that time will not permit witness(es) to testify on that day, or that the presence of a particular witness is not otherwise required, the employee(s) will return to their worksite. The Employer agrees to assure that all witnesses otherwise in a duty status will be readily available to testify as required by the arbitrator. Employee participants assigned to tours of duty other than the regular day-shift will be temporarily placed on the day-shift for the day(s) of the arbitration hearing. Travel costs, overtime, and other expenses of employee participants shall not be borne by the Employer.

Section 6. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by Section 7701(c)(1) of Title 5, United States Code, as applicable.

Section 7. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 8. The arbitrator shall have no authority to add to, change, modify, alter, or delete any provision of this agreement. The authority of the arbitrator will extend to the interpretation of agency regulations, provisions of law, or regulations of appropriate authorities outside the agency. The arbitrator will make no findings of fact, recommendations, or interpretations of this agreement except to the extent necessary to resolve the issue(s) submitted or determined.

Section 9. The arbitrator's fee and expenses shall be borne equally by the parties. The Employer and the Union shall share equally the expense of any mutually agreed upon

services in connection with arbitration. The parties shall bear their own individual expenses during the arbitration proceedings.

Section 10. The arbitrator's decision shall be binding on the parties. However, either party may file extensions to the arbitration award in accordance with the provisions of Title VII of the Civil Service Reform Act and the Rules and Regulations of the Federal Labor Relations Authority.

ARTICLE 13  
VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer shall deduct Union dues from the pay of all employees covered by this agreement who voluntarily authorize such deductions, subject to the provisions and requirements set forth in this agreement.

Section 2. The Union and the Employer shall be held harmless against any and all claims, demands, suits, or others forms of liability that shall arise our of or by reasons of action taken or provisions of this agreement.

Section 3. The amount of Union dues to be deducted each biweekly pay period from the pay of an employee who has authorized an allotment for this purpose shall be as certified to on the SF 1187, "Request for Payroll Deductions for Labor Organization Dues," by the President or other employee-member, exclusive of initiation fees, assessments, back dues, and fines. If the amount of allotted dues is changed by the Union, the President or other appropriate official of the Union will notify the Employer in writing of the amended rate and effective date of the amended dues amount. The amended amount will be withheld effective with the next pay period unless a later date is specified by the Union, and provided the notice is received in the Defense Finance and Accounting Service at least three (3) workdays before the first day of the pay period.

Section 4. Any employee of the unit may voluntarily authorize an allotment of pay for the payment of dues for such membership except:

- a. An allotment deduction may not be made from the salary of an employee (part time or intermittent) whose earnings are not regularly sufficient to cover the amount of the allotment.
- b. Dues will not be withheld if net salary, legal deductions, is not sufficient to cover the amount of the dues. If deductions are stopped temporarily because of insufficient salary, back dues will not be deducted form future earnings.

Section 5. Use of Employee Authorization Form.

- a. The Union will procure and furnish forms SF 1187 "Request for Payroll Deductions for Labor Organizations Dues."
- b. After completing the form, the employee-member will return it to the Union for certification by an officer of the Union.

c. The Union will submit the completed and certified SF1187 to the Defense Finance and Accounting Service.

d. Allotments will be effective with the next pay period following receipt of a properly executed SF 1187 by the Defense Finance and Accounting Service, provided the form is received at least three (3) workdays before the beginning of the pay period.

#### Section 6. Termination of Allotment.

a. Voluntary. Any employee may voluntarily revoke his/her allotment for the payment of dues at any time by completing SF1188, "Cancellation of Payroll Deductions for Labor Organization Dues" and submitting this form directly to the Defense Finance and Accounting Service. When the employee cannot or does not desire to use the SF 1188, other written notification signed and submitted by the employee will be accepted by the Defense Finance and Accounting Service.

(1) Such revocation may not be effective for a period of one (1) year from the date the allotment was first made. Subsequently, an individual's revocation may be submitted at any time but will not become effective until the next anniversary date, that is, the first full pay period which begins on or after 1 November.

(2) Immediately upon receipt by the Defense Finance and Accounting Service of an SF 1188 or another proper documentation which discontinues the allotment for dues deduction of a Union member, the Union will be provided with a copy of the SF 1188 or a duplicate copy of other documentation received denoting this intent and desire. These copies will be forwarded to:

National Federation of Federal Employees  
Local 2049  
Drawer M  
White Sands Missile Range, NM 88002

(3) The SF 1188 will be provided by the Employer and will be available in the Defense Finance and Accounting Service office only to the employee.

b. Involuntary. An employee's allotment for payment of his/her Union dues and the benefits derived therefrom shall be terminated at the beginning of the first pay period following the pay period in which any of the following occur:

- (1) Loss of exclusive recognition by the Union.
- (2) Transfer of the employee outside of the Union's exclusively recognized bargaining unit. This does not preclude the employee from making direct payment of dues to the Union in order to continue the benefits of membership.
- (3) Separation of the employee for any reason including death or retirement. Final deduction automatically will be made from the final salary check, even if the employee separates during a pay period.
- (4) Receipt by the Employer of written notice that the employee has been expelled or has ceased to be a member in good standing of the Union.
- (5) Suspension or termination of this agreement by an appropriate authority outside the Department of Defense.

#### Section 7.

a. A bi-weekly remittance check will be prepared by the Defense Finance and Accounting Service at the close of each pay period for which deductions are made. This check will be for the total amount of dues collected for that pay period. There will be no charge to the Union for making dues deductions. Not later than three (3) workdays after the related salary checks have been distributed, the remittance check will be mailed to:

National Federation of Federal Employees  
ATTN: Secretary-Treasurer  
1016 16th Street, NW  
Washington, DC 20036

b. The Defense Finance and Accounting Service will include with each remittance check an accurate listing of the employee-member names and amount withheld from each. The list also will include the names of employee-members for whom allotments have been permanently or temporarily stopped and the reason therefore (e.g., transfer, separation, LWOP, insufficient income during pay period, loss of membership in the Union).

Section 8. Information and Education. The Union will inform and educate its members concerning the program, the voluntary nature of the authorization for the allotment of dues, and the uses and availability of SF 1187 and SF 1188.

Section 9. Voluntary Nature of the Program. Nothing in this agreement shall require an employee to become or remain a member of the Union or to pay money to the Union

except through a voluntary written authorization for the payment of dues through payroll deductions in accordance with the provisions of this agreement.

## ARTICLE 14

### USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. The Employer agrees to provide the Union office space on the north side of Building 434 and utilities without charge in accordance with the applicable licensing arrangement signed by the parties and the negotiated agreement. The Union agrees to use the utilities in a prudent manner and to participate in the Employer's utility conservation efforts. One (1) telephone line for on post call will be made available to the Union at no charge to the Union. The Union will not pay for local calls, but agrees to pay for all toll calls, and will be responsible for the telephone instrument and its authorized use. One (1) fax line and one (1) computer line also will be provided by the Employer. The parties recognize that use of the office space and furnishings by the Union is subject to the priority needs of the Employer, and that any proposed changes in the Union's office space or furnishings is a proper subject for negotiation by the parties.

Section 2. The Employer will continue to provide the Union with its existing office furnishings. Those furnishings and equipment required to be placed on a hand receipt will be subject to the normal property accountability requirements of the Employer. The Employer agrees that in the office space provided by the Employer the Union may utilize a refrigerator and a computer which are the property of the Union in accordance with energy conservation program of the Employer.

Section 3. It is recognized by the parties that the internal mail service of the Employer has been established for the distribution of official mail directly related to the mission of White Sands Missile Range. The Employer therefore agrees to allow the Union to use the on-post distribution system for the dissemination of correspondence directly related to the Union's representational responsibilities involving employees in the bargaining units covered by this agreement. The Union agrees that the use of the Employer's internal mail service does not extended to any written material relating to the Union's internal affairs, such as monthly newsletters, notices of elections, or solicitations of membership.

Section 4. Reasonable space on official bulletin boards of the Employer which are located at or near the worksites of bargaining unit employees shall be available for use by the Union in accordance with applicable regulations. Any information posted by the Union will not violate any law or applicable regulation, or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will insure that material is kept current, and will maintain its designated bulletin board space in a neat and orderly manner. The space authorized for the Union's use will be clearly marked by the works "NFFE Local 2049". The Employer will allow the Union to place and maintain a bulletin board for its sole use at

the entrance to the Union's office space. A sign will be provided to Local 2049 in front of Building 434 identifying the building as the meeting hall for Local.

Section 5. A copy of this agreement will be furnished to all present and future bargaining unit employees covered by this agreement and to the supervisory personnel responsible for administering this agreement. The cost of printing this agreement shall be borne by the Employer.

Section 6. The Employer agrees to furnish to the Union once every three (3) months a complete listing of employees in the bargaining units covered by this agreement. Such listing shall contain names, job classification, and organizational location of each employee.

Section 7. One (1) copy of the WSMR Supervisor's Guide, and any changes thereto, will be provided to the Union. Copies of regulations and policies issued by the Office of Personnel Management, other appropriate authorities, or the agency are accessible to the Union through the Directorate of Human Resources library or the Adjunct General library.

Section 8. The Employer agrees to allow the Union officers to use copy machines to make copies of material directly related to their representational duties. This material will consist of grievances, appeals, responses to proposed disciplinary actions, including supporting documentation, and Union responses to Employer correspondence. This does not extend to any material relating to the Union's internal affairs. The Union will abide by the standard operational and accountability procedures for the copier followed by the other organizations.

Section 9. The Employer agrees that prompt notification will be given to Union officers and stewards as necessary regarding briefings and group meetings affecting bargaining unit employees, regardless of the means of communication used for such notification (e.g., memorandum, phone call, electronic mail).

## ARTICLE 15

### ORIENTATION OF NEW BARGAINING UNIT EMPLOYEES

Section 1. All new employees shall be informed by the Employer that NFFE Local 2049 is the exclusive representative of employees in the bargaining units. Each new bargaining unit employee shall receive a copy of this agreement from the Employer, together with a list of the officers and representatives of the Union. The Union will provide this listing to the Employer.

Section 2. Representatives of the Union shall be afforded twenty (20) minutes to speak at orientation of new employees, to provide such employees with an introduction to the purposes, goals, and achievements of the Union.

## ARTICLE 16 BASIC WORKWEEK AND HOURS OF DUTY

Section 1. The normal basic workweek will consist of five (5) consecutive workdays, Monday through Friday, with the exception of those bargaining unit employees whose services have been determined by the Employer to require a workweek other than a normal basic workweek. Hours of work for bargaining unit employees assigned as tenants to installations other than White Sands Missile Range will normally conform to the supported activity's hours of work and basic workweek as required by that activity's mission requirements. Hours of work, shifts, and tours of duty have been established by the Employer in accordance with management's retained rights under 5 U.S.C. 7106. The Employer recognizes that the impact and implementation of its decisions to change established hours of work, shifts, and tours of duty is a proper subject of bargaining.

a. The Employer recognizes the need to notify employees of changes in the individual's normal basic workweek as far in advance as practicable, and agrees to do so at least ten (10) workdays in advance of the change when the requirement is known at least ten (10) workdays in advance.

b. When a change in an individual's normal basic workweek is required with less than ten (10) workdays notice, the Employer will notify the employee as far in advance as practicable, normally not later than the end of the administrative workweek prior to the week in which the changed schedule is to be worked, unless the head of the agency determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Section 2. Bargaining unit employees who work in continuous operations will be assigned to a rotating tour of duty. Two (2) consecutive days off outside the basic workweek will be granted each employee, unless circumstance, as determined by the Employer, require a change to this practice.

Section 3. Subject to mission requirements, employees of the bargaining unit whose work situations as determined by their immediate supervisor meet one of the following criteria will be granted a rest period at the worksite or a designated break area not to exceed fifteen (15) minutes during each four (4) hours of continuous work:

a. Rest periods that presently exist

b. Hazardous work or that which requires continual and/or considerable physical exertion and rest periods are needed for protection of employee's health.

c. Where there is a need to reduce the accident rate by removal of fatigue potential.

d. Where the work is in confined spaces or in areas where normal personal activities are restricted.

e. Where an increase in, or maintenance of, high quality and/or high quantity production is traceable to the rest period.

Any dispute between employees and supervisors as to the establishment of a rest break is grievable under the negotiated grievance procedure.

Section 4. Rest periods will not be a continuation of the lunch period, nor may they be granted immediately after the beginning of the tour of duty or immediately prior to the end of the tour of duty. If the period from the beginning of the daily tour of duty to the scheduled lunch period is less than four (4) hours, a rest period will be granted only in unusual circumstances.

Section 5. In those work areas where rest periods have been authorized, the immediate supervisor will determine if such rest periods are to be taken at the same time by all employees or on an individual basis at staggered times because of workload requirements. The Union recognized that when there are work requirements of an urgent nature to be met, the immediate supervisor may determine that an otherwise authorized rest period will not be granted to an employee or group of employees.

Section 6. Subject to mission requirements, employees of the bargaining unit whose work situations as determined by their immediate supervisor meet one of the criteria described in Section 3 of this Article will be granted a rest period not to exceed fifteen (15) minutes during the middle of each consecutive four (4) hour period of overtime worked.

Section 7.

a. Thirty (30) minutes duty free non-paid lunch periods normally will be granted.

b. When the Employer requires work in lieu of a scheduled (thirty) 30 minute day free non-paid lunch period, the employee will be compensated appropriately.

c. The Union recognizes that mission support requirements of the Employer may necessitate an employee's remaining at his/her worksite during the lunch period. When such is the case, a lunch period of not more than twenty (20) minutes shall be granted and shall be considered time worked for which compensation shall be allowed. When this on-the-job lunch period is in effect, bargaining unit employees must spend the lunch period time in close proximity to their work stations so as to be immediately available to perform their assigned duties.

Section 8. Bargaining unit employees in general Schedule (GS) positions who perform regularly scheduled work between the hours of 1800 and 0600 will be paid night differential in accordance with applicable law and regulations. Night differential will also be paid to these GS employees for all regularly scheduled overtime work performed between the hours of 1800 and 0600. For bargaining unit employees in Wage Grade (WG) positions a night shift differential of seven and one-half percent (7 1/2%) will be paid for the entire shift when a majority of the WG employee's regularly scheduled nonovertime hours of work occur between 1500 and 2400. A night shift differential of ten percent (10%) will be paid for the entire shift when a majority of the WG employee's regularly scheduled non-overtime hours occur between 2300 and 0800.

Section 9. The basic workweek for bargaining unit employees assigned to the variable tour normally will consist of eight (8) work hours per day, Monday through Friday, with the exception of those bargaining unit employees whose services have been determined by the Employer to require a workweek other than the normal variable tour basic workweek in order to meet mission requirements. The first eight (8) hours of work of each daily tour of duty will constitute the basic tour although the starting and completion times for each daily tour may vary from day to day.

a. The variable tour tentative daily work schedule will be updated at daily intervals based on the T minus three (3) day range schedule and confirmed no less than twentyfour (24) hours before the daily tour is to be worked. The Union recognizes that X-rays, cancellations, and emergencies may require that less than twenty-four (24) hours notice of a change in the scheduled daily tour be given to variable tour employees. However, the Employer agrees to minimize to the extent practicable such changes in daily tour with less than twenty-four (24) hours notice, being mindful of hardship to the employee.

b. Bargaining unit employees assigned to the variable tour will not be scheduled to be in a duty status in excess of sixteen (16) hours during a twenty-four (24)-hour period, and there will be a turnaround time between daily hours of duty of not less than ten (10) hours; exceptions may be made as determined by the Commander or his authorized representative. Extension beyond sixteen (16) hours and call back overtime will be used sparingly due to the inconvenience employee.

c. If the rules governing variable tours should be changed through legislation or regulation during the life of this contract, the Employer and the Union agree to implement these changes.

Section 10. Bargaining unit employees normally will be assigned to a standard tour of duty (0745-1615) while on leave and while attending on-post training.

Section 11. A bargaining unit employee working on a shift when daylight savings time goes into effect is considered on duty for the normal number of hours of that shift, provided the hour lost is charged to annual leave (or sick leave, if applicable). If not charge is made to leave, pay may be allowed only for the actual number of hours

worked. When a change to standard time goes into effect, bargaining unit employees working shifts during the change will be paid one (1) hour overtime if they work the full shift, or will be paid for the actual number of hours worked.

Section 12. An employee whose personal religious beliefs require that he or she be absent from work during scheduled work periods may elect, with the prior approval of his/her Employer, to engage in overtime work for time lost as the result of meeting those religious requirements. Any compensatory time off from his/her scheduled tour of duty in lieu of overtime pay for such religious reasons or requirements.

## ARTICLE 17 OVERTIME

Section 1. The Employer has the right to assign overtime work. When the Employer has determined both that overtime work is necessary and that it will be performed by qualified bargaining unit employees, overtime assignments shall be distributed as equally as practicable among all qualified employees within the occupation in the organizational element for which overtime has been authorized. In no case will overtime work be assigned to any employee to any employee as a reward or punishment.

Section 2. The Employer agrees to maintain records of overtime work performed by bargaining unit employees. Such records shall be made available to the employee and his/her Union representative upon request.

Section 3. The Employer shall notify affected bargaining unit employees of the necessity to perform overtime work promptly after establishing firm overtime requirements. Every reasonable effort will be made by the Employer to provide this notice at least twenty-four (24) hours in advance. In emergency situations as determined by the Employer and unforeseen mission support requirements may preclude such advance notice of overtime work. However, the Employer agrees through careful planning to keep such overtime scheduling to a minimum, being mindful of the hardship to the employee.

Section 4. A bargaining unit employee may decline a scheduled overtime assignment if the Employer determines that another qualified employee is available and willing to perform the work and that the full work requirements can be met. If a bargaining unit employee is relieved of an overtime assignment under the provisions of this section, the hours of overtime declined will be marked on the overtime record as declined, but will be considered as overtime hours worked for the purpose of determining equity of overtime distribution within the organizational unit.

Section 5. In cases of emergency as determined by the Employer, where bargaining unit employees are not informed of overtime assignments prior to the start of their daily tour of duty, and are expected to work more than two (2) hours beyond the end of their daily tour of duty, and opportunity to obtain food at their expense, and a non-paid thirty (30) minute lunch period to consume it at the worksite will be provided as determined by the Employer. The non-paid lunch period shall be free from all duty obligations, unless the nature of the work is such that it cannot be interrupted, in which case the Employer will allow the food consumption to be on a work status basis. Employees expected to work more than two (2) hours of unscheduled overtime before or beyond their normal tour of duty will be afforded an opportunity (where practicable) to obtain food.

Employees will be permitted to notify their homes when required to work unscheduled overtime. When it is impractical for the employee to make such an attempt personally, management agrees that supervisors will endeavor to do so on behalf of the employee upon request.

Section 6. The Employer and the Union recognize that pay for overtime work will be in accordance with all applicable laws and regulations, to include the Fair Labor Standards Act and Title 5, U.S. Code.

## ARTICLE 18 LEAVE AND ABSENCES

Section 1. Annual leave shall be earned in accordance with applicable laws and regulations. While the taking of annual leave is a right of the employee, the Employer retains the right to determine when such annual leave will be taken. For this reason, the use of annual leave is subject to the approval of the employee's supervisor. Subject to workload requirements and availability of personnel, the Employer agrees to allow bargaining unit employees to schedule at least one (1) week vacation leave per calendar year in order to allow the employee an opportunity for rest and relaxation away from the worksite. All annual leave requests for vacation purposes shall be submitted by individual employees to their supervisor on or about January 31st of each year. Every reasonable attempt consistent with workload requirements will be made by the Employer to adhere to the established vacation schedule. The parties recognize that unforeseen emergencies may arise which require the use of annual leave which has not been previously scheduled or approved. In such cases the employee will request approval for emergency annual leave directly from his/her immediate supervisor as soon as possible but not later than two (2) hours after the start of the employee's tour of duty if the employee has not reported to his/her worksite. When the first-line supervisor is unavailable, the employee will refer the request to the supervisor in charge, or to the next level of supervision and then through the chain of command as necessary. The employee will state the nature of the emergency and the expected duration of his/her absence, and approval or disapproval of such request by the supervisor will be determined on individual case basis. An employee may be required by his/her supervisor to furnish evidence that the emergency absence was bona fide if the supervisor reasonably suspects abuse. The parties agree that employee requests for short periods of annual leave, other than for scheduled vacations or emergency purposes, will be made to the immediate supervisor as far in advance of the planned absence as possible, but in no case later than the close of the workday preceding the planned absence.

### Section 2. Sick Leave.

a. Sick leave shall be earned in accordance with applicable laws and regulations. Both the Employer and the Union encourage the careful use and conservation of sick leave by all employees, and the Union agrees to support the installation sick leave program which is designed to achieve these goals. Sick leave may be used when the employee receives medical, dental or optical examination or treatment; is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement; is required to give care and attendance to a member of his/her immediate family who is afflicted with a contagious disease; or when the employee's presence on the job would jeopardize the health of others because of exposure to a contagious disease. Sick

leave must be requested by an employee from his/her immediate supervisor not later than two (2) hours after the start of the employee's schedule tour of duty. When the first-line supervisor is unavailable the employee will refer the request to the supervisor in charge, or to the next level of supervision and then through the chain of command as necessary. The employee will explain the reasons for the absence and the estimated duration of the absence. Any absence in excess of three (3) consecutive workdays will require the employee to furnish a medical certificate. Normally, the employee's own certification will be sufficient to support a charge to sick leave for absences of three (3) working days or less. When the supervisor has reason to believe that the use of sick leave has been abused by a bargaining unit employee, this may lead to the issuance of a leave restriction letter. Once an employee has been issued a leave restriction letter, the supervisor will review the restrictions every four (4) months. If the supervisor believes the employee's sick leave problem has been corrected, the leave restriction letter will be withdrawn. An employee's failure to correct the problem will result in the supervisor's extension of the leave restriction letter for periods of four (4) months thereafter.

b. Additionally, per the Family Friendly Leave Act an employee may use his/her sick leave to care for a family member as a result of illness; injury; pregnancy; childbirth; or medical, dental or optical examination or treatment, or for travel to and attendance at the funeral or memorial service of a family member, including pre-funeral gatherings/ceremonies. Sick leave may be granted under this Act only when supported by evidence administratively acceptable. Normally, employee certification is permissible; however, supervisors may require medical or other appropriate documentation to support absences in excess of three (3) consecutive workdays. The decision to grant or deny sick leave requests rests with the supervisor, as it does with traditional sick leave requests. Employees may use up to forty (40) hours of sick leave per leave year for family care and/or bereavement purposes, and may use up to sixtyfour (64) additional hours per leave year for these purposes (for a total of one hundred four [104] hours), provided the amount of sick leave remaining in their account would not fall below eighty (80) hours. Family members under this Act are defined as: a spouse, or the spouse's parents; children (including adopted children), and their spouses; parents; brothers and sisters and their spouses; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 3. The Employer agrees that an absence covering pregnancy and confinement shall be treated the same as any other medical certified temporary disability. An absence for maternity purposes is chargeable to sick leave, annual leave, or leave without pay, as appropriate. Requests for sick leave due to pregnancy and confinement must be supported by a medical certificate. An employee who plans to return to work following pregnancy and confinement shall be offered continued employment in her position or a like position, unless termination is otherwise required by expiration of appointment, by reduction-in-force, or for similar reasons unrelated to the

maternity absence. For such an employee, the total period of absence for maternity reasons will be based on appropriate medical option and the Employer's authorization of appropriate leave, consistent with workload and staffing requirements. A male employee may request annual leave, sick leave, or leave without pay for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. The amount of leave authorized by the supervisor shall depend upon the circumstances of the individual case. Similar requests for annual leave, sick leave, or leave without pay for those employees who become adoptive parents will also be evaluated by the Employer on a case-by-case basis.

Section 4. Employees who are members of the National Guard or Reserves will earn military leave in accordance with applicable laws and regulations. This military leave may be used for active duty or active duty for training. Military leave is not authorized for periods of inactive duty training (usually weekend drills).

Section 5. If otherwise in a duty status, bargaining unit employees who are registered voters will be granted excused absence to vote in national, state, and local elections, in accordance with applicable regulations. Requests for excused absence to donate blood, perform emergency rescue or protective work, or participate in other worthwhile activities will be processed in accordance with applicable regulations. When operations are interrupted by events beyond the control of the Employer, such as, but not limited to, national emergencies, natural disasters, extreme climatic conditions, breakdown of equipment, and power failures, it is within the discretion of the Employer to close all or part of the installation for short periods, and to grant administrative leave to affected employees in accordance with applicable regulations.

Section 6. Bargaining unit employees whose services are not required by the Employer on a holiday established by federal statute or Executive Order will be excused from duty without charge to leave, and those excused will be entitled to holiday benefits in accordance with appropriate law and regulations. Determination of the day to be treated as a holiday shall also be made by the Employer in accordance with applicable law and regulations.

Section 7. The Employer and the Union recognize that normally the granting of leave without pay (LWOP) is a matter of administrative discretion, and all requests for LWOP shall be considered in accordance with applicable laws and regulations. LWOP shall be granted upon request to employees otherwise entitled to LWOP who are disabled veterans in need of medical treatment, or are members of the Reserve or National Guard, in order to perform military training duties. In addition, under the provisions of the Family and Medical Leave Act, bargaining unit employees may request up to twelve (12) workweeks of unpaid leave during any twelve (12) –month period for the following purposes:

- a. The birth of a child of the employee and the care of such child;
- b. The placement of a child with the employee for adoption or foster care;

c. The care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or

d. A serious health condition of the employee which makes the employee unable to perform the essential functions of his/her position. The employee normally must provide notice to the Employer of his/her intention to request unpaid leave under the provisions of the Family and Medical Leave Act not less than thirty (30) days before the requested leave is to begin. The Employer may require medical documentation to support unpaid leave taken under the Family and Medical Leave Act.

Section 8. The Employer and the Union agree that it is the civic responsibility of bargaining unit employees to respond to calls for jury duty and witness service. The Employer will request that it's the employees be excused from court proceedings only in those instances where their services are required to meet essential work requirements. Court leave for jury duty and witness service shall be authorized in accordance with applicable law and regulations.

Section 9. Tardiness and brief absences from duty of less than one (1) hour may be excused without charge of leave at the option of the supervisor when reasons appear to be adequate to the supervisor. When an employee is frequently tardy or otherwise absent from duty when the reasons are not adequate to the supervisor, such absences and tardiness will be charged to annual leave or absence without approved leave (AWOL), as appropriate. Each case of tardiness or brief absence from duty shall be considered on its own merits by the Employer.

## ARTICLE 19 MERIT PROMOTION AND DETAILS

Section 1. The Employer agrees that all competitive promotion actions to position within the bargaining unit will be based on merit and will be made in accordance with applicable law and regulations. The Employer will give bona-fide consideration to bargaining unit employees for promotion and will identify bargaining unit eligibles on Local Merit Promotion referral lists provided to selecting officials.

Section 2. All vacancies which are subject to competitive promotion procedures shall be publicized within the bargaining unit by means of posting job vacancy announcements on bulletin boards. Vacancy announcements identified as "upgraded incumbered" will be opened and disseminated with the directorate where the position exists. The Union shall be furnished with a copy of each job vacancy announcement concurrent with the posting. When a position within the bargaining unit is to be filled under competitive promotion procedures, the job vacancy announcement shall identify the job title, occupational series, grade, organizational and geographic location, area of consideration, job duties and responsibilities, qualification requirements, selective placement factors, and evaluation methods to be used. If a position within the bargaining unit is announced as temporary and the announcement does not state that it may become permanent the position will be reannounced if it does become permanent. The qualification requirements and selective placement factors for bargaining unit positions to be filled through merit promotion procedures shall be essential to successful performance in the position.

Section 3. The Directorate of Human Resources will promptly advise candidates of the results of their applications. Unsuccessful applicants who believe that their qualifications were not properly evaluated in determining eligibility for promotion consideration may request representation by the Union. The following information about specific promotion actions within the bargaining unit shall be available to an employee and his/her designated Union representative upon written request:

- a. Whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of the minimum qualification requirements for the position;
- b. Whether the employee was one of those in the group from which the selection was made; and
- c. Who was selected for the promotion.

Section 4. If a bargaining unit employee files a grievance regarding his/her evaluation under a specific job vacancy announcement, he/she will be furnished upon request with

a copy of all merit promotion file documents pertaining to the grievance, in accordance with applicable laws.

Section 5. Bargaining unit employees demoted without personal cause while serving under a career or career conditional appointment are entitled to special consideration for repromotion to promotions for which they qualify. Bargaining unit employees must apply through the merit promotion procedures using the prescribed form and identify themselves as repromotion candidates. However, it is understood by the parties that:

- a. Careful and serious consideration will be given to such employees; and
- b. There is no absolute guarantee of repromotion as a result of this special consideration.

Section 6. In the interest of effective employee utilization, details of bargaining unit employees will be used to meet temporary work needs of the Employer and will be accomplished in accordance with applicable regulations and this Article. Details may be used for such purposes as emergencies or situations occasioned by abnormal workload, changes in mission or organization, and absences of personnel. Details in excess of thirty (30) days shall be recorded in the employee's Official Personnel Folder, and copies of the record will be forwarded to the employee. The Employer agrees that the detail procedure shall not be used to afford certain individuals as undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for details shall be based on the bona fide needs of management and the ability of the individuals. Verbal details of thirty (30) days or less will be made as deemed necessary by the Employer to meet temporary management needs. The Employer will make every reasonable effort to avoid repeated details of a bargaining unit employee for periods of thirty (30) days or less.

Section 7. An employee who fully meets the minimum eligibility standard and time-in grade requirements temporarily placed in an established higher grade position in the bargaining unit in excess of thirty (30) days shall be temporarily promoted. Temporary promotions of more than one hundred twenty (120) days or less.

Section 8. Re-employment eligibles will be given priority consideration for reemployment in accordance with applicable rules and regulations.

## ARTICLE 20 JOB DESCRIPTIONS

Section 1. Each employee is entitled to a job description which meets the standards of adequacy established by applicable Office of Personnel Management and Department of Army regulations, Job descriptions shall be reviewed annually by management and employees for accuracy.

Section 2. If a bargaining unit employee questions the accuracy of his/her job description, he/she will use the negotiated grievance procedure contained in Article 11 to resolve this issue.

Section 3. A bargaining unit employee who requests a review of the title, series, grade or pay category of his/her job is encouraged to present a position classification complaint orally before filing an appeal, although not required to do so. If the employee elects to present the complaint orally, appropriate supervisor/representatives of the Employer will discuss the matter with the employee and explain the basis upon which the job has been evaluated. The employee may have a Union representative present at this discussion if requested. If the employee is satisfied with the discussion, no further action will be taken. If the Employer/supervisor determines that there are specific questions concerning the employee's official job description which might affect the title, series, grade, or pay category of the position, the Employer may conduct an audit of the bargaining unit employee's job in order to determine the proper classification. A Union representative may be present during a job audit of the classification issues under contention, subject to the following:

- a. The accuracy of the official job description must have been questioned, and
- b. The employee must have specifically requested in writing the presence of a representative. Regardless of whether the Employer conducts a job audit of the employee's position, any changes in pay category, title, series, or grade resulting from the oral classification complaint will be made promptly and the case closed. If the bargaining unit employee is dissatisfied with the results of his/her oral classification complaint, he/she may submit a position classification appeal in writing. General Schedule employees may appeal to the Department of Army first and then to the Office of Personnel Management if dissatisfied, or may appeal directly to the Office of Personnel Management.

## ARTICLE 21 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, or handicapping conditions in accordance with applicable laws and regulations. It has been and shall remain the policy of the Employer that employment practices of the Employer will demonstrate full adherence to the letter and spirit of federal government policy and laws guaranteeing equal employment opportunity to all persons. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and in promoting the full realization of equal employment opportunity.

Section 2. The Employer agrees that the Union shall have one primary and one alternate representative to the Equal Employment Opportunity Affirmative Action Committee. The alternate representative shall act for the primary representative in his/her absence. The Union representative will serve as a full participating member in all activities and deliberations of the Committee.

Section 3. The Employer agrees to select Equal Employment Opportunity Counselors consistent with Department of Army regulations and guidance. Consideration for selection of EEO Counselors will include individuals nominated by the Executive Board, Local 2049. The Employer agrees to maintain sufficient numbers of EEO Counselors to provide effective counseling services, and will attempt to maintain twelve (12) counselors. EEO Counselors shall be available to employees upon request for the purpose of making inquiry into their complaints of discrimination. The Employer shall insure that EEO Counselors selected shall meet established regulatory criteria. EEO Counselors are required to make necessary inquiry into complaints of discrimination. EEO Counselors will be free from restraint, interference, harassment, coercion, discrimination, or reprisal in connection with the performance of their duties. The Employer will insure that EEO Counselors understand the representational obligations and prerogatives of Local 2049 as it relates to EEO matters.

Section 4. Allegations of discrimination have been excluded from coverage by the provision of the negotiated grievance procedure in Article 11. Bargaining unit employees may pursue allegations of discrimination through the statutory EEO complaint.

Section 5. An installation Affirmative Action Plan insuring equal employment opportunity in all aspects of employment and personnel practices will be published by the Employer. Two (2) copies of the published Affirmative Action Plan will be distributed to the Union.

Section 6. A unit employee discussing a problem of alleged discrimination with an EEO Counselor may have a Union representative present, if the employee so desires.

Section 7. The Employer will provide the Union on a quarterly basis the number of formal and informal complaints processed at the installation. The Employer agrees to provide Local 2049 with copies of the Quarterly Statistical Report that is provided to Headquarters USA TECOM as long as that report is required, and further agrees to provide the Union a copy of the Affirmative Action Annual Accomplishment Report and Update.

Section 8. The Employer has the right to administer appropriate discipline in instance where any individual has been properly found to have engaged in discriminatory acts in accordance with applicable law and regulation.

Section 9. The Employer agrees to evaluate the EEO program against the standards promulgated by federal statutes and/or policies relating to equal employment opportunities and affirmative action programming. The Employer further agrees to all the Union, through the Union's participation on the Affirmative Action Committee, Hispanic EEO Committee, and the Federal Women's Program EEO Committee, to submit information and suggestions regarding bargaining unit members' EEO concerns.

## ARTICLE 22 PERFORMANCE APPRAISALS

Section 1. The parties agree that the performance appraisal system shall conform with the requirements of applicable laws, regulations, and the provisions of this Article.

Section 2. The parties agree that employee participation in the establishment of the performance plan is desirable and will be encouraged. The performance plan will be job-related, and will be consistent with the position description and organizational goals. Employees and supervisors shall meet at least annually to discuss the performance plan to be applicable for the coming rating period. Responsibilities/objectives shall be in writing and communicated to the employee. Performance expectations will be properly documented in accordance with applicable regulations. Changes may be made by the Employer during the rating period and will be initialed by the employee and supervisor. If there is no agreement on the performance expectations, the Employer will decide and will so advise the employee.

Section 3. The minimum rating period for an annual performance appraisal is one hundred twenty (120) days. Special appraisals, when available, will be considered by rating supervisors when preparing an annual performance appraisal, and will be provided to the Senior Rater for consideration. If the employee's appraisal is to be postponed and the employee is otherwise eligible for a with-in grade increase in accordance with applicable law and regulations, the increase must be processed if the employee's current rating is Level 3 or better.

Section 4. Annual performance ratings are effective as of the date approved and remain the employee's current, official rating until replaced by another annual rating.

Section 5.

a. The appraisals given employees by their supervisors shall be objective and the performance plans should document expectations based on organizational mission and goals. If the employee believes the criteria stated in this section have not been met, he/she may grieve through the negotiated grievance procedure. All appraisals for bargaining unit employees will be prepared in accordance with applicable regulations and the following:

(1) Supervisors will discuss the employee's job performance with them in private surroundings annually or more often as required by applicable regulations or policy.

(2) Identified shortcomings in the employee's performance shall be communicated to the employee. The Employer will suggest ways for the employee to improve his/her performance in order to satisfactorily perform duties at expected levels.

(3) The annual performance appraisal will be in written form. All appraisals will be reviewed/approved in accordance with applicable regulations.

(4) A follow up discussion between the employee and the Senior Rater may be held after final approval of the appraisal.

b. General Schedule employees with current performance rating of below Successful Level 3 are not eligible for with-in grade increases. An otherwise eligible employee will be apprised of existing performance deficiencies which may result in a denial of a with-in grade increase through the procedures set forth in Section 5(a)(2) of this Article. If it is determined that an employee is performing below an acceptable level of competence, although his/her current rating of record is at least Successful Level 3, he/she shall be given a written notice as soon as possible after completion of the waiting period which contains the following:

(1) The reasons for the negative determination and the respects in which the employee must improve performance in order to receive a with-in grade increase.

(2) Notice to the employee of his/her right to request reconsideration, and

(3) The name of official to whom the request for reconsideration is to be submitted.

When an employee receives a negative determination, he/she will be granted a reasonable amount of official duty time to review the material relied upon to make the determination, if the employee otherwise is in pay status. If a negative determination is reversed by the Employer (either before or upon reconsideration) the effective date of the with-in grade increase will be the original due date. If a negative determination is sustained, the employee shall be informed in writing of the reasons for sustaining the negative determination. When a negative determination is sustained after reconsideration, a bargaining unit employee will be informed that he/she may grieve the negative determination through the negotiated grievance process in Article 11.

Section 6. At least sixty (60) days in advance of the completion of the waiting period for a within-grade increase, bargaining unit employees may request their supervisors to discuss with them any performance deficiencies concerning the employee's acceptable level of competence. The Employer also agrees to encourage supervisory dialogue with bargaining unit employees concerning quality and quantity of work performed during the entire rating period in order to assist employees in performing at an acceptable level of competence.

ARTICLE 23  
REDUCTION IN GRADE AND REMOVAL BASED ON  
UNACCEPTABLE PERFORMANCE

Section 1. In accordance with the agency's performance appraisal system required under 5 USC 4302, implementing OPM regulations, and this agreement, an employee may be reduced in grade or removed for unacceptable performance. These actions will be based on just cause.

Section 2. Procedures:

a. Action may be initiated at any time to remove or reduce in grade an employee whose performance is unacceptable. To do so the employee must be informed in writing:

- (1) Of the application responsibility or objective he/she is falling to meet.
- (2) Of performance deficiencies.
- (3) Of what the employee must do to bring performance to a successful level.
- (4) That he/she will be allowed reasonable time to demonstrate acceptable performance.
- (5) Of how the supervisor will assist the employee during that period.
- (6) That his/her performance will be evaluated at the end of this period, and unless his/her performance improves to and is sustained at an acceptable level, the employee may be reduced in grade or removed. If the employee fails to sustain an acceptable level of performance for at least one (1) year from the beginning date of this Performance Improvement Plan (PIP), he/she may be reduced in grade or removed without the issuance of an additional PIP.

b. Employees against whom reduction in grade or removal action is proposed are entitled to the following:

(1) Thirty (30) days in advance written notice of the proposed action, which identifies:

(a) Specific instances of unacceptable performance on which the proposed action is based.

(b) Objectives/responsibilities of the employee's position involved in each instance of unacceptable performance.

(2) Representation by a person of the employee's choice, so long as such service by the representative does not

(a) Result in a conflict of interest or position,

(b) Conflict with priority needs of the government, or

(c) Whose release gives rise to unreasonable costs.

The employee will designate his or her representative (who may be a Union representative) and any changes in representative in writing to the supervisor.

(3) Ten (10) workdays to answer orally and in writing.

(4) A written decision as soon as possible, but not later than thirty (30) days after the notice period expires. The decision must

(a) Specify the instances of unacceptable performance on which the action is based. Only instances of unacceptable performance which occurred in the one (1) year period before the date of the advance notice may be used to support the decision. Only those instances included in the advance notice may be relied on to support the final decision.

(b) Be concurred on by a higher level official than the one who proposed the action. If the decision is not rendered by a higher level official, the higher level official's concurrence must be documented. (This requirement does not apply when the action is proposed by the Secretary of the Army.)

(c) State the effective date of this action.

(d) Inform the employee of applicable grievance and appeal rights.

(e) Inform the employee of his/her rights to a Union representative.

(f) When a decision to remove an employee based on unacceptable performance has been made by the Employer, the notice of decision will be delivered to the employee before the time the action will be effective. The Employer agrees that when a decision to reduce an employee in grade based on unacceptable performance has been made, the employee will be given ten (10) workdays from the date of the letter of decision to reduce his/her grade before the action becomes effective.

c. Improvement in the employee's performance during the notice period will be taken in to account along with the employee's answer in the final decision. If, as a result of the employee's reply or improvement in his or her performance, it is decided to withdraw or cancel the action, the employee shall be so notified in writing.

Section 3. When informal corrective actions do not result in improvement in performance and there is reason to suspect alcohol or other drug abuse, the supervisor will offer information on available services provided for in Article 26 and the Alcohol and Drug Abuse Prevention and Control Program. The procedures of the Department of Army Alcohol and Drug Abuse Prevention and Control Program will be made available to any employee who so requests.

Actions to reduce in grade or remove bargaining unit employees for unacceptable performance resulting from alcohol or other drug abuse will be postponed for ninety (90) calendar days for those employees enrolled in and satisfactorily progressing in an approved rehabilitation program.

Section 4. The Employer will consider deferring the action for those individuals who provide written medical certification of a disability to the Employer which was related to the unacceptable performance.

## ARTICLE 24 DISCIPLINE

Section 1. The parties agree that discipline is the responsibility of the Employer. All disciplinary actions will be based on just cause, will be consistent with applicable laws and regulations governing such actions, and will be fair and equitable. It is the policy of the Employer that discipline will be administered as a corrective rather than a punitive measure except where otherwise provided by AR 690-700, Chapter 751.

Section 2.

a. For the purposes of this agreement, disciplinary actions are:

(1) Letters of reprimand

(2) Suspension of fourteen (14) calendar days or less

(3) Suspension of more than fourteen (14) calendar days, and removals, reductions in pay and reduction in grade which are effected under 5 U.S.C. 5712 for disciplinary reasons.

b. If a bargaining unit employee desire to contest by means of the negotiated grievance procedure a disciplinary action administered by the Employer, he/she will initiate the grievance in writing at Step 3 of the negotiated procedure contained in Article 11, Section 8 of this agreement. Such a grievance must be initiated not later than fifteen (15) workdays from the date of the employee's receipt of the decision letter.

Section 3. An employee affected by an adverse action under Section 7512 may at his/her option appeal the matter to MSPB, under the appellate procedures of 5 U.S.C. 7701, or may grieve under the negotiated grievance procedure, but not both.

Section 4. Prior to the initiation of disciplinary action the initiating official will conduct such investigation of the alleged offense as he/she deems necessary. The Union shall be given the opportunity to be represented at any examination of a bargaining unit employee by the initiating official in connection with the investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. If the employee requests such Union representation, he/she will be afforded an opportunity to obtain such representation before further examination of the employee occurs. The Employer agrees to conduct an expeditious investigation of any alleged employee offense, and to initiate timely action following the investigation.

Section 5. Any written notice of proposed discipline shall inform the bargaining unit employee of the following matters required by law and regulations:

- a. Of the specific reasons for the proposed action,
- b. Of his/her status during the notice period,
- c. Of the right to reply orally and in writing to a deciding official and to furnish affidavits and other documentary evidence in support of the answer,
- d. Of the right to representation by the Union, and
- e. That a written decision on the proposed action will be issued by the deciding official.

Section 6. The parties further agree the employee will have ten (10) workdays from receipt of any notice of proposed discipline to reply orally and in writing to the deciding official. The employee may submit a written request for extension of the reply period to the deciding official which states the length of extension desired and the reasons for requesting the extension. The employee will be informed in writing by the deciding official whether or not an extension is granted.

Section 7. The employee and his/her Union representative shall be granted a reasonable amount of official duty time to review the material relied on to support the reasons in the notice of proposed discipline, to secure affidavits or other documentary evidence, and to prepare and present an answer to the proposed notice. When the amount of material relied on is not excessive, an employee may request, and the Employer will provide, a copy of the material.

Section 8. The deciding official of the Employer will consider the specific reasons for the proposed action and the employee's oral or written replies, if any, before issuing a written decision to the employee. The deciding official shall be at a higher level of supervision than the proposing official and shall not have been involved in the decision to propose the action. The written decision will advise the bargaining unit employee of the specific action to be taken on the proposed discipline. If the decision sustains the proposed discipline, the bargaining unit employee shall be advised of his/her grievance rights under the negotiated grievance procedure, and/or appeal rights to the Merit System Protection Board, as applicable.

Section 9. Letters of suspension and letters of warning or instruction will not be placed in the employee's Official Personnel Folder.

Section 10. A bargaining unit employee will be given at least thirty (30) calendar days' advance written notice of any disciplinary action under 5 U.S.C. 7512, and at least fifteen (15) calendar days advance written notice of any other disciplinary action

proposed. The advance notice of at least thirty (30) calendar days shall not apply when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be proposed.

Section 11. An extra copy of any notices of proposed disciplinary action and any notices of decision will be provided to the bargaining unit employee, which the employee may provide to the Union if he/she desires to seek Union representation.

Section 12. An employee will be given at least ten (10) workdays from the date of the letter of decision to suspend him/her before the action becomes effective, except where the Employer determines that there exists a clear and present danger to the employee, coworkers, or government property. However, the employee is entitled to an advance notice period of at least thirty (30) calendar days for adverse actions under 5 U.S.C. 7512, except where the crime provision applies.

## ARTICLE 25 SAFETY AND HEALTH

Section 1. General. The Employer shall provide safe and sanitary working conditions and equipment in consonance with the standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA) and applicable Department of Defense and Department of Army regulations. In consonance with Chapter XVII Title 29, Department of Labor Rules and Regulations, the Employer shall post and keep posted a notice or notices informing employees of the protections and obligations provided for in the Occupational Safety and Health Act. When Union officers and stewards involved in representation duties, negotiations, or discussions pursuant to this Article they shall be on official time if otherwise in an active duty status.

Section 2. The Employer agrees that the Union shall have one primary and one alternate representative on the White Sands Safety and Occupational Health Council. The alternate representative shall act for the primary representative on his/her absence. The Union representative will serve as a full participating member in the deliberations and activities of the Safety and Occupational Health Council.

Section 3. Safety Inspections. Appropriate personnel as determined by the Employer will inspect all work places at least annually, and upon request of a Union official, to insure compliance with Department of the Army Occupational Safety and Health guidance. A Union representative shall have the right to participate in the inspections on official time. The Union will be provided a copy of these safety inspection reports, consistent with Privacy Act requirements.

Section 4. The Employer will provide suitable protective clothing, equipment, and safety devices for employees engaged in activities requiring same in consonance with standards promulgated under OSHA and applicable Department of Defense and Department of Army regulations. Repair of issued safety and environmental clothing will be provided by the Employer. Protective clothing and equipment issued to an employee which is in need of repair shall immediately be reported to the employee's supervisor.

Section 5. The Employer will make every effort in accordance with law and regulation to insure that employees shall not be required to work in an environment which the Occupational Health Office has determined to be unsafe to the continued health of the employees affected.

Section 6. The Employer will exert efforts to see that employees work safely, and employees will report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of

performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas which may represent health hazards. The Employer will assure that no restraint, interference, coercion, discrimination, or reprisal will be practiced as a result of an employee's reporting of an unsafe practice or condition.

Section 7. The Employer shall make every effort in accordance with law and regulation to insure that no employee shall be required to perform any work on a machine in an area where conditions exist that are unsafe or detrimental to health as determined by either the Safety Division or the Occupational Health Office. The Employer also will make every effort in accordance with law and regulation to insure that no employee shall be required to work alone or without a co-worker in any area which has been identified by the Safety Division as an area in which it is dangerous to work alone.

Section 8. Employees will promptly report conditions which may be determined to their health and safety. If there is any doubt regarding the safety of existing working conditions, the problem will be referred to the appropriate Safety or Occupational Health official for a ruling. When it is not possible to obtain Employer concurrence beforehand, an employee may decline to perform his or her assigned task because of a reasonable belief that under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. In such case the employee will notify the Employer as soon as possible. The employee may grieve the decision of the Safety Division or the Occupational Health Office within fifteen (15) days of the decision, or if no decision has been rendered, within thirty (30) days of the incident, at Step 3 of the negotiated grievance procedure.

Section 9. When a health and safety hazard is identified, appropriate disposition of identified hazards will be accomplished in accordance with OSHA, 29 C.F.R. 1910 and 1960, and Department of Army regulations. Posting of notices of hazard will be accomplished in accordance with 29 C.F.R. 1910 and 1960.

Section 10. On-the-job Injury or Illness. Employees will report to their supervisor as soon as possible regarding all injuries or illnesses which occur on the job. If the employee is physically unable to do so, this may be accomplished by a Union representative or personal representative.

a. In case of serious on-the-job injury or illness or death of an employee, the employee's supervisor shall notify the appropriate Union steward as soon as practicable.

b. Upon becoming aware that an employee under his/her supervision has suffered an on-the-job injury, the supervisor will insure that the employee receives prompt medical treatment as required. The employee then will be counseled by his/her supervisor on the procedures for filing claims for benefits under the Federal Employee's Compensation Act. The supervisor will insure to the extent possible that forms are

properly completed. A Union steward may be in attendance for this counseling. Additional counseling will be provided by a representative of the Directorate of Human Resources if the employee desires to make an appointment for this purpose.

c. The Employer and the Union agree that bargaining unit employees and their supervisors should cooperate in promptly and correctly completing appropriate report forms and any other necessary documents, and will forward them to the Directorate of Human Resources. The Employer shall process and promptly forward to the Officer of Workers' Compensation Programs employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.

d. Every reasonable effort will be made by the Employer to provide work assignments to employees who have been injured on the job or otherwise disabled, when it has been determined by the Employer's medical authority that they are able to resume work. The Employer agrees that where differences of medical opinion occur, necessary consultation between the Employer's and employee's medical authorities will be undertaken, to include consultation with medical specialists as required.

Section 11. Health Services and Preventative Medicine. The Employer agrees to provide immunization against communicable diseases to all employees requesting it where it is authorized by the Health Clinic Commander. As required by proper medical authority, complete physical checkups will be provided for employees engaged in work that is considered to be hazardous to their health or safety. The extent and frequency of the exams will be determined by the appropriate medical authority. Employees are authorized all available services and benefits provided for in applicable law and regulation.

Section 12. Training. Although employees are basically qualified to perform their duties, the Employer recognizes that the need for specific training and update training to promote employee safety and a minimum loss of staff hours due to preventable injuries. The Employer agrees to consider training as a means to insure that all bargaining unit employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors shall instruct employees in safe working habits, practices, and procedures with regard to specific job assignments and shall insure that manuals and regulations relating to safety and health are available to all employees.

Section 13. In the event that the parties agree that a particular work situation may warrant hazard pay differential, but is not covered by an existing hazard pay category established by the Office of Personnel Management, action will be taken to request establishment of an additional category.

## ARTICLE 26 EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer agrees to conduct its Employee Assistance Program in accordance with the requirements of applicable laws and regulations.

Section 2. The Employer and the Union both recognize alcoholism and drug abuse as illnesses which are treatable, and both agree that employees with these problems will be offered assistance to overcome them through the Employee Assistance Program. The parties also recognize that medical or behavioral problems of an employee and/or members of his/her immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance, attendance, or conduct. Employees with these illnesses shall receive the same careful consideration and respect as employees who have other illnesses. It is also recognized that it is in the best interests of both the Employer and the Union to assist bargaining unit employees in recovering from these illnesses. The Union therefore agrees to support the Employee Assistance Program of the Employer.

Section 3. Participation by bargaining unit employees in all aspects of the Employee Assistance Program is voluntary. No unit employee will have his/her job security or promotional opportunities jeopardized by his/her request for counseling or referral assistance, except as may be limited by applicable law. The confidential nature of records of unit employees enrolled in the Employee Assistance Program will be preserved in the same manner as medical records. These records will not become part of the employee's Official Personnel Folder.

Section 4. The Employer is concerned with the accomplishment of agency missions and the essential need to maintain employee productivity and has no interest in employee's private lives. However, the Employer and the Union agree that when alcohol or drug abuse or other personal problems of the employees interfere with the efficient and safe performance of the employee's assigned duties, reduce dependability, or result in unacceptable conduct, this becomes the legitimate concern of the Employer.

Section 5. The Employee Assistance Program has been established by the Employer to provide non-disciplinary procedures by which an employee with alcohol or other drug problems, or personal difficulties is offered counseling, referral, and rehabilitation assistance in order to return to his/her job performance, attendance, or conduct to acceptable levels. However, the parties agree that continued unsatisfactory work performance, attendance, or conduct related to these problems, in cases where the employee refuses rehabilitation assistance, or fails to achieve satisfactory results in rehabilitation, will result in the Employer taking corrective action in accordance with law and applicable regulations.

Section 6. Supervisors of bargaining unit employees will be alert to any deterioration in the performance, attendance, or conduct of assigned employees, and will document specific instances in which a bargaining unit employee's work performance, attendance, or conduct fails to meet minimum standards, or instances in which the employee's pattern of performance appears to be deteriorating. If the Employer reasonably believes that the employee's deficiencies are related to alcohol, drug, or personal problems, the Employee Assistance Program office may be consulted for advice and recommendations. The Employer then will conduct an interview with the employee which focuses on noted deficiencies in attendance, performance, or conduct, and will advise the employee of the existence of the Employer Assistance Program. This interview will emphasize work deficiencies, and no attempt will be made to diagnose the personal or health problems of the employee. If the employee voluntarily acknowledges a personal or health problem which is adversely affecting work performance and requests the services of the Employee Assistance Program, the Employer will refer the employee, and will advise him/her that the Union is available to assist the employee in this effort. The employee shall be granted Union representation at the initial counseling session upon request.

Section 7. If the employee declines to participate in the Employer Assistance Program, and performance, attendance or conduct deficiencies continue, the supervisor will advise the employee that he/she has a choice of either entering the Employee Assistance Program and seeking assistance, or accepting the consequences of disciplinary or adverse action for continuing deficiencies.

Section 8. If the employee enters the Employee Assistance Program, counseling, referral, and rehabilitation assistance will be provided in accordance with applicable regulations. The initial counseling session with a designated Employee Assistance Program representative shall be conducted on official duty time. The employee may be granted sick leave, annual leave, or leave without pay for any subsequent medical treatment and rehabilitation under the Employee Assistance Program.

Section 9. Initiation of disciplinary and adverse actions for performance, attendance or conduct deficiencies related to alcohol or other drug abuse will be postponed for ninety (90) consecutive calendar days only for employees who enroll in and satisfactorily progress in the Employee Assistance Program, unless retention in a duty status might result in damage to Government property or personal injury to the employee or others. Information pertaining to the employee's enrollment and progress on the program can be obtained only with the employee's consent. Suspension of disciplinary or adverse actions for ninety (90) days will apply only to employees who have signed consent form (DA Form 5017-R) on file. If the employee refuses rehabilitation assistance, or upon completion of the ninety (90) day period fails to achieve satisfactory performance, attendance, or conduct, appropriate adverse action may be taken. Previously initiated adverse actions in which the final decision letter has not been issued to the employee will be postponed upon the employee's enrollment in the Employee Assistance Program, provided the employee has not previously refused rehabilitation assistance. Such adverse action may be continued if, at the end of the ninety (90) consecutive

calendar days rehabilitation period, job performance, attendance or conduct is unsatisfactory, or if at any time during the ninety (90) day rehabilitation period the employee refuses such assistance. Such adverse action has been initiated against an employee who previously refused rehabilitation assistance or did not successfully complete rehabilitation, the proposed adverse action need not be delayed as a result of the employee's subsequent request for rehabilitation.

Section 10. As required, the Employer will publicize the Employee Assistance Program, To include assurances of confidentiality for participants. Supervisory and employee training regarding the Employee Assistance Program will be presented when deemed necessary by the Employer. Union officers and stewards may attend such training offered to supervisors.

Section 11. The Employer agrees that employees seeking assistance for problems other than alcohol or drugs will be entitled to assistance in accordance with the provision of AR 600-85.

ARTICLE 27  
INCENTIVE AWARDS

Section 1. The parties agree to promote and support the Incentive Awards and Suggestions programs of the Employer as specified in AR 672-20. The Union shall demonstrate this support by encouraging participation through the submission of suggestions through proper channels, and by distributing or displaying publicity material which may be provided by the Employer.

Section 2. The Employer agrees that the Union shall have one (1) primary and one (1) alternate representative on the Incentive Awards Committee. The alternate representative shall act for the primary representative in his/her absence. The Union representative will serve as a full participating member in the deliberations and activities of the Incentive Awards Committee.

Section 3. The Employer agrees to publicize the Incentive Awards Program, and to insure that all awards are presented in appropriate ceremonies. The Employer will schedule a presentation of an award and the award will be presented by an appropriate official in the presence of co-workers.

Section 4. The Employer and the Union agree criteria set forth in AR 672-20 and WSMR written charter for Incentive Awards will be utilized.

## ARTICLE 28 TRAINING

Section 1. The Employer and the Union agree that training and development of employees in the bargaining unit covered by this agreement are matters of importance and mutual concern. Consistent with its needs and subject to budget and travel limitations, the Employer will conduct a training and development program for bargaining unit employees in accordance with applicable laws and regulations.

Section 2. The Employer will identify training needs of bargaining unit employees and , consistent with its needs and subject to budget and travel limitations, will endeavor to provide training or retraining opportunities which will improve individual job-related skills and will contribute to overall mission accomplishment. To assist in the identification of these training needs, supervisors and bargaining unit employees will discuss training requirements at least once annually.

Section 3. The Union will encourage bargaining unit employees to keep abreast of changes occurring in their occupations, and to improve their career potential through self-development.

Section 4. The Employer agrees to record training accomplished of four (4) hours or more in the bargaining unit employee's Official Personnel Folder when such training is administered by the Directorate of Human Resources or a record of training is furnished to the Directorate of Human Resources. However, the parties agree that this does not relieve bargaining unit employees of the individual responsibility to insure that their Official Personnel Folders fully reflect total training accomplishments and selfdevelopment.

Section 5. A bargaining unit employee who is required to provide on-the-job training to an employee may request assistance from his/her supervisor in order to accomplish the scheduled workload in a timely fashion.

Section 6. The Employer agrees that the Union shall have one (1) primary and one (1) alternate representative on the WSMR Training Committee. The alternate representative shall act for the primary representative in his/her absence. The Union will serve as a full participating member in the deliberations and activities of the WSMR Training Committee in accordance with AR 690-400, Chapter 410.

ARTICLE 29  
LABOR-MANAGEMENT RELATIONS TRAINING

Section 1. It is agreed that the Employer will, consistent with the workload demands, approve the request of duly elected or appointed officers and stewards of the Union for leave for the purpose of attending Union conventions, conferences, seminars, and training sessions. Absences by Union officers and stewards for such Union-sponsored activities will be charged to annual leave or leave without pay, as appropriate, when the subject matter and purpose of these meetings are identified by the Employer as being internal Union business.

Section 2. Where the subject matter and purpose of a Union training session are identified by the Employer as being mutual concern of the Employer and the employee in his/her capacity as a Union representative, and the Employer's interest will be served by the attendance of the Union representative, administrative leave will be granted by the Employer. The Employer agrees to grant eight hundred (800) hours administrative leave per calendar year to the Union for such training, provided that administrative leave for this purpose shall not exceed forty (40) hours per twelve (12) month period for Union representatives serving as instructors for such training, and twenty-four (24) hours per twelve (12) month period for those being trained.

Section 3. Requests for administrative leave to permit Union officers and stewards to attend a Union-sponsored training session must be made in writing at least two (2) weeks in advance by the Union to the Employer. Such requests will contain information about the purpose and nature of the training, location and dates of the meeting, and an agenda.

## ARTICLE 30 CONTRACTING OUT

Section 1. The Employer will meet and discuss with the Union any review of a function for contracting out within the bargaining unit, prior to any such review. The Employer will accept and consider input and recommendations from the Union regarding data to be including in the Performance Work Statement (PWS), prior to its finalization, and will consider the views of the Union regarding other aspects of the contracting out study throughout the process. Throughout the contracting out decision process the Employer will provide to the Union material requested and allowable for release under government regulations and the Freedom of Information Act.

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

Section 3. The Employer will notify the Union promptly after a final decision has been made on contracting out of work performed by bargaining unit employees. When a decision is made to contract out work performed by bargaining unit employees, the Employer will negotiate with the Union with respect to the impact of the contracting out on bargaining unit employees, and will make reasonable efforts to minimize the adverse consequences of its decision on those employees. The Employer agrees to consider retraining and reassignment for those bargaining unit members who might otherwise be separated under Reduction-in-Force (RIF) procedures, consistent with the remaining mission requirements and staffing needs of the Employer.

## ARTICLE 31 REDUCTION-IN-FORCE

Section 1. Through careful planning and use of other administrative techniques, the Employer will attempt to minimize the adverse impact of a Reduction-in-Force (RIF) on bargaining unit employees. This agreement and Office of Personnel Management and Department of the Army regulations covering RIF procedures for employees in the competitive service will be utilized by management in carrying out its responsibilities throughout the RIF process.

Section 2. The Employer agrees to inform the Union of an impending RIF affecting bargaining unit employees as far in advance of the RIF notices as practicable. Impact bargaining shall commence upon request of the Union in accordance with Article 11, Negotiations.

Section 3. A specific RIF notice will be given to affected bargaining unit employees not less than sixty (60) days prior to the effective date of the RIF and will include but not be limited to:

- a. The specific RIF action to be taken.
- b. The effective date of the action.
- c. The employee's competitive area, level, sub-group, and service date.
- d. The place where the employee may inspect the regulation and records pertinent to his/her case.
- e. The reasons for retaining a lower standing employee in the same competitive level due to continuing exception or temporary exception.
- f. Grade and pay retention information.
- g. Why this is the best offer available.
- h. The employee's appeal rights.
- i. Information on out-placement programs.

Section 4. In the event of a RIF, existing vacancies in the competitive area will be utilized to the maximum extent practicable to place bargaining unit employees in continuing positions who would otherwise be separated. In addition, adversely affected employees may be considered for vacancies in other competitive area within the

bargaining unit after placement consideration in their competitive area has been completed.

Section 5. At all stages of the RIF process, the Union will have the opportunity to review all applicable job descriptions and retention registers, including any updated or changed job descriptions or registers. In addition, all documents which relate to the need and purpose of the RIF and are legally releasable shall be made available to the Union throughout the RIF process. The Union will render its assistance in communicating to employees the reasons for the RIF through normal representational duties.

Section 6. Where it is determined by the Employer that an employee being separated fails to fully qualify for a vacant position for which being considered but has the specialized skills and abilities to perform the duties of that position in a satisfactory manner without undue interruption to the work program, the employee may be placed in the position.

Section 7. The Employer will consider placing temporary employees in continuing temporary positions for which they qualify to the extent possible.

Section 8. If the Employer determines that the training of displaced employees would make a direct contribution to the employee's placement, reasonable amounts of training will be made available at government expense.

Section 9. The Union shall be notified of all individual RIF actions involving bargaining unit employees at least five (5) workdays prior to the issuance of RIF notices to these employees. This shall be accomplished by affording the Union an opportunity to review RIF placement records prepared by the Directorate of Human Resources. Such records shall include employee's name, grade, job title, and organization; job title and grade of position offered, if applicable; or separation, if applicable.

Section 10. The parties have agreed to the following local RIF rules.

a. In a RIF involving bargaining unit employees in a competitive area, these rules will apply in addition to any mandated rules, i.e., OPM, DoD, DA, AMC, TECOM. Mandated rules will always take precedence over local rules.

b. Cut-off dates for updating Official Personnel Folder, submission of performance ratings, and determination of four (4)-year period for performance ratings of record will be determined in advance of the date established for RIF.

c. The local commuting area means the geographic area that usually constitutes one area for employment purposes.

d. The effective date of rating is the actual final approval date of the rating. The period for crediting performance ratings will be four (4) years prior to the cut-off date.

e. Vacancies will be used to the greatest extent possible to place displaced employees. Vacant positions may be filled at the full performance level, or restructured to lower grades. When several vacancies are available, the Employer will determine which vacancy to offer.

f. Bargaining unit employees who submit a signed SF-52-B request specifying retirement/resignation during the RIF period will not be allowed to withdraw their request if they would then be affected by the RIF.

g. In the event of a tie between competing employees, the OPM approved method of using a random number approach based upon the last digit of the Social Security Account Number will be applied.

h. Employees will be assigned to positions requiring drug abuse testing, physical agility testing, a Commercial Drivers License and/or probationary period for placement in Supervisory/ Managerial positions without having to take the required tests. After assignment, employees will be issued a notification letter and condition of employment form and the appropriate test/ certification will be accomplished by the employee.

i. As a general exception, placement offers may be made that would result in supervisory relationships between relatives when the employee's rights cannot be satisfied otherwise. However, after the offers have been made and accepted, but prior to the effective date of the RIF, approval for individual exceptions will be requested from the activity commander.

j. The "fully qualified" requirement is applicable in displacement through bump or retreat of any employee. For assignment to a vacancy, OPM qualifications may be waived as determined by the Employer.

## ARTICLE 32 OUT-PLACEMENT

Section 1. The Employer agrees that in a Reduction-in-Force (RIF) of bargaining unit employees, all existing out-placement programs will be fully utilized, to include the DoD Priority Placement Program for bargaining unit employees who are being changed to a lower grade. The primary aim of these programs will be to find a position in the federal service for each affected bargaining unit employee commensurate with that employee's skills and experience.

Section 2. The Union and the Employer will jointly encourage each employee to see that his/her

Official Personnel Folder is up-to-date as soon as a RIF is announced. The Employer will work with affected bargaining unit employees in registering in existing out-placement programs and assuring that Official Personnel Folders are current. The Employer agrees to allow designated Union representatives to be present to assist the bargaining unit employee during the registration process, provided the request is made in writing by the employee and acknowledged by the Union. Out-placement program eligibilities will be discussed during the registration process in accordance with pertinent program regulations. The duration of a bargaining unit employee's registration in out-placement programs will vary depending upon the specific program(s) for which registered.

## ARTICLE 33 SECURITY GUARDS

Section 1. The Employer agrees to continue to provide Security Guards with uniform allowances in accordance with the amounts authorized by AR 670-10. The Employer further agrees to continue payment of uniform allowances in accordance with any future changes authorized by AR 670-10 during the life of this agreement.

Section 2. All Security Guard uniform articles, regardless of where purchased, will meet the standards and specifications cited in AR 670-10 and will be worn in the manner prescribed. The Employer agrees that in the event that uniforms meeting the requirements of AR 670-10 can be found by employees at a lower cost than is presently being paid, employees will be allowed to purchase said uniforms.

a. Long sleeve shirts may be worn throughout the entire year by Security Guards. Short sleeve shirts may be worn during the year except for the months established by the Employer for winter uniform.

b. The Employer agrees to provide Security Guards with weapons, ammunition, and portable radios as required to perform assigned duties. The Employer also will issue flashlights; nylon gun belts; holsters, and keepers; and handcuffs and case.

Section 3. Vehicles assigned for use by Security Guards shall be maintained in a safe operating condition by the Employer. Security Guards assigned to operate such vehicles shall report to their supervisors any safety deficiencies noted, and supervisors will take necessary action to correct deficiencies through established procedures.

Section 4. The tour of duty for the Security Guard shifts are: Shift 1: 2345 to 0815; Shift 2: 0745 to 1615; and Shift 3: 1545 to 0015. A Security Guard will not be required by the Employer to sign for his/her assigned weapons without due compensation. Weapons normally will be turned in at the end of each shift starting at five (5) minutes past the hour unless the Employer has other duties to be assigned or weapons are required to be turned in at an earlier or later time. All Security Guards are required to attend guard mount. Security Guards assigned to post 11 and M1 patrol who are relieved from their assignments by Security Guards from the oncoming shift will be provided overtime compensation if they are unable to return to the station prior to the scheduled end of shift. When such irregular or occasional overtime work is performed, minutes worked will be rounded up or rounded down to the nearest fifteen (15) minute interval to credit the overtime work. The Employer agrees that Security Guards will be assigned to one of the three (3) shifts upon successful completion of training. To the extent feasible, the Employer will endeavor to schedule days off on a rotating progressive basis for each Security Guard on a particular shift. The Employer agrees to be fair and equitable in its efforts to schedule days off. The Employer also agrees to allow Security Guards to

trade days off in accordance with Section 9 of this article. The Union recognizes that due to the trading of days off by Security Guards, the goal of rotating progressive days off may not be met by the Employer.

Section 5. Grooming standards for Security Guards will be in accordance with the requirements of AR 670-10.

Section 6.

a. When the Guard schedule for the following workdays has been made and the number of guards assigned to duty is in excess of that required to fully meet security commitments for the next workday, excess personnel may, at the discretion of the supervisor, be granted annual leave if so requested. As far as practicable, distribution of such annual leave shall be made on a fair and equitable basis.

b. When a Security Guard is called back to perform overtime work, but after reporting is advised by the Employer that his/her services are no longer required for such reasons as cancellation of a security commitment, he/she will be authorized callback overtime pay in accordance with applicable laws and regulations and will be released from duty by the Employer. If the Employer concludes that there are other security functions or commitments which need to be performed in lieu of the commitment for which the Security Guard had originally been scheduled to perform in an overtime status, the Employer may instruct the Security Guard to remain in an overtime status to perform these other necessary duties.

Section 7. Subject to the approval of the shift supervisors, Security Guards may trade shifts provided another qualified Security Guard is willing to trade. However, Security Guards on night shift will be required to report on day shift for such reasons as completing annual physical examinations and mandatory training conducted only during the day shift. When two (2) Security Guards are authorized to trade shifts, they also will be required to trade days off for the entire shift.

Section 8. Subject to the approval of the shift supervisors, Security Guards may trade posts and patrols. Such request must be made to the supervisor at least ten (10) minutes prior to guard mount. Personnel trading posts/patrols will be credited with the post or patrol actually worked.

Section 9. Subject to the approval of the shift supervisors, Security Guards in the same shift may trade days off provided another qualified Security Guard is willing to trade. Requests for approval to trade days off will be made at least three (3) days in advance of the first day to be traded. Trades will not be approved if this would conflict with scheduled training or annual physicals.

Section 10.

a. Every reasonable attempt shall be made by the Employer to grant Security Guards two (2) consecutive weeks of annual leave for vacations, if they so desire. Scheduling of such requests for annual leave shall be made during the month of January of each year, and shall be made on a calendar week (Sunday through Saturday) basis.

b. Security Guards shall be allowed to schedule up to two (2) weeks of annual leave during the first scheduling rotation, up to two (2) weeks of annual leave during the second scheduling rotation, and any remaining annual leave during the third scheduling rotation.

Section 11. Consistent with mission requirements, the Employer agrees to consider avoiding assigning Security Guards to work more than six (6) consecutive days, unless requested by the employee and approved by the supervisor.

Section 12.

a. A Security Guard shall be compensated for every minute of regular overtime work (i.e., overtime work that is part of an employee's regularly scheduled administrative workweek).

b. When irregular or occasional overtime work (i.e., overtime work that is not part of an employee's regularly scheduled administrative workweek) is performed by a Security Guard for less than fifteen (15) minutes, odd minutes shall be rounded up or rounded down to the nearest fifteen (15) minute interval to credit the overtime work.

Section 13. Except in emergencies or situations requiring immediate correction of security breaches, the Employer agrees that instructions and directives normally will be routed to Security Guards through the established chain of command for their shift.

ARTICLE 34  
SMOKING POLICY

Section 1. The Union agrees to support the established smoking policy of the Employer, and to solicit the cooperation of bargaining unit members (both smokers and non-smokers) in complying with the policy. Smoking is prohibited in the Employer's facilities, and those who smoke must do so outside.

Section 2. The Employer and the Union agree that concerns from smokers or nonsmokers in the bargaining unit that may arise regarding compliance with this smoking policy will be addressed by the parties on a case by case basis.

## ARTICLE 35 DRUG TESTING

Section 1. The Employer agrees that its specimen collection and drug testing program for bargaining unit employees occupying testing designated positions shall be conducted in accordance with the provisions of applicable law, regulations, and Executive Order.

Section 2. If additional bargaining unit positions subsequently are identified as testing designated positions, the Employer will provide briefings for employees occupying such positions at least fourteen (14) days prior to implementing drug testing for those employees. The Union shall be notified of these briefings, shall be entitled to attend, and shall be entitled to speak up to ten (10) minutes at these briefings, shall be entitled to attend, and shall be entitled to Employer to report to a designated collection site to provide a urine specimen shall be provided transportation to the collection site. Travel time to the collection site and back to the employee's assigned work location shall be in a duty status.

Section 3. When the temperature of urine specimens is taken, the Employer agrees that any temperature measuring device used shall not contaminate the specimen.

Section 4. If the individual fails to provide a specimen containing at least sixty (60) milliliters of urine, the employee will remain at the collection site and shall be given a reasonable amount of liquid to drink for the purpose of providing the required specimen. If after a reasonable period of time the employee still has not provided the required amount of specimen, the Employer shall determine if that collection process shall be terminated for that day.

Section 5. An employee with a positive drug test result shall be entitled to union representation upon request at any meeting between the employee and management representatives concerning the positive test result. The Employer will advise the employee of this right.

Section 6. The Employer shall provide access to its Employee Assistance Program to any employee with a positive test result who desires rehabilitation assistance.

Section 7. The Employer may test a bargaining unit employee when there is a reasonable suspicion that the employee uses illegal drugs. Upon the request of the employee who has been tested, the Employer shall provide a detailed written explanation of the reason for requiring such test.

Section 8. If the Employer has reason to believe that a particular individual may alter or substitute a urine specimen, a second specimen shall be obtained from the employee

as soon as possible under the direct observation of a same gender collection site representative. Upon the request of the employee who has been required to provide a second specimen under direct observation, the Employer shall provide a detailed written statement of the reason for this action.

Section 9. Employees shall not be required to disclose the legitimate use of a specific drug prior to drug testing. Employees will have an opportunity to provide medical documentation to the Employer when they believe a confirmed positive test could have resulted from legally prescribed medication or which is approved by the Food and Drug Administration and commercially available in the United States. In interpreting a positive test result, medical official of the Employer shall examine alternate medical explanations for such a result.

Section 10. The Employer agrees that selection of an employer for drug testing on a random basis is for purpose of drug testing alone, rather than a suspicion of drug use or an attempt to punish a particular employee for some other reason.

Section 11. Upon request the Union shall be given copies of any laboratory proficiency test results which may be provided to the Employer.

## ARTICLE 36 DURATION OF AGREEMENT

Section 1. When this agreement has been signed by the parties, it shall be submitted to the Defense Civilian Personnel Management Service (DCPMS) for approval in accordance with 5 U.S.C. 7114(c). The agreement shall remain in effect for a period of three (3) years from the date of its approval by the DCPMS, or the 31st day after it has been signed by the parties, if the agreement has been neither approved nor disapproved by that date. It shall be automatically renewed for three (3) year periods thereafter unless either party shall notify the other party in writing not more than one hundred five (105) calendar days nor less than sixty (60) calendar days prior to the termination date or any subsequent anniversary date of its desire to renegotiate the agreement. It is agreed that if such notice to renegotiate has been given, this agreement shall remain in full force and effect in order to provide the parties an opportunity to renegotiate the contract. Any amendments or supplements that may be subsequently negotiated shall remain effective concurrent with the basic agreement.

Section 2. Amendments and supplements to this agreement may be negotiated by mutual consent of the parties after a reasonable period of time from date of approval of the basic agreement, or may be negotiated at any time when such revisions are required by changes in applicable laws or the regulations of appropriate authorities.

Section 3. Within a reasonable period of time after a change in applicable laws or the regulations of appropriate authorities which effect the provisions of this agreement, the party requesting negotiation will notify the other party in writing of the necessity to amend or supplement the agreement, citing the pertinent law or regulation and the article(s) of this agreement affected. When such notice is given, representatives of the Employer and the Union will meet in accordance with Article 10, Negotiations, to negotiate the requested amendment(s) or supplement(s). Amendments and supplements will become effective on the date of approval by the DCPMS, or on the 31st day after signing by the parties, if they have neither been approved or disapproved by DCPMS.