



LABOR MANAGEMENT AGREEMENT

BETWEEN

TOOELE ARMY DEPOT

U.S. ARMY CONTRACTING COMMAND

AND

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 2185**

Effective Date:

5 August 2014

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PREAMBLE

SECTION 1: This Master Agreement is made between Tooele Army Depot (Employer) and the American Federation of Government Employees, Local 2185 (Union). Together, the Employer and the Union shall be referred to as the Parties.

SECTION 2: The Parties recognize the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them: Safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their Employer involving conditions of employment.

SECTION 3: The Parties recognize the public's interest demands the highest standards of employee performance.

SECTION 4: The Employer and the Union agree that a constructive and cooperative working relationship between Labor and Management is essential to achieving the Employer mission and to ensuring a quality work environment for all employees. The Parties recognize this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success. Therefore, the Parties agree to work together using the Master Agreement to identify problems and craft solutions, enhance productivity, and deliver the best quality of service.

ARTICLE 1
GOVERNING LAWS AND REGULATIONS

SECTION 1: In the administration of all matters covered by this agreement, the parties are governed by applicable federal statutes, (Chapter 71 of Title 5, U.S. Code, hereinafter referred to as the Statute) which were in effect at the time the agreement was negotiated, as well as Employer regulations implemented after the execution of this agreement that have been properly negotiated between the parties to the extent required by law.

SECTION 2: Where an Employer regulation conflicts with the provisions of this Agreement, the Agreement shall govern.

SECTION 3: By virtue of this agreement, neither the employees nor Management waive any right they have under law. Employees are not precluded by this agreement from asserting their rights in court unless the law itself specifically imposes such preclusion.

ARTICLE 2
UNIT RECOGNITION AND COVERAGE

SECTION 1: Unit Designation

As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit and has been granted exclusive recognition over the following bargaining units:

a. Included:

(1) All nonprofessional GS and WG employees assigned to Tooele Army Depot, UT, and:

(2) GS employees of the U.S. Army Communications Command assigned to Tooele Army Depot, UT.

(3) All non-professional GS employees employed by the U.S. Department of the Army, Army Contracting Command (ACC), Tooele Army Depot, Contracting Office.

b. Excluded: All professional employees, Management officials, supervisors, employees covered by other bargaining units, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

SECTION 2: Union's Role

The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership. To facilitate this right, the Employer shall notify the Union of new or changes in existing personnel policies or regulations and matters affecting the general working conditions of Unit employees for the purpose of facilitating Union review and the initiation of bargaining if necessary.

SECTION 3: Employee Representation

a. The Employer recognizes that, as the exclusive representative of employees in the bargaining unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. The Employer shall not bypass the Union by entering into any formal discussions or agreements with other employee organizations or bargaining unit employees concerning any matters affecting personnel policies, practices, or working conditions. The Employer shall not assist or sponsor any labor organization other than AFGE in any matter related to grievances, collective bargaining, or conditions of employment of employees in the AFGE bargaining unit.

b. Pursuant to 5 USC 7114(a)(2)(A), an exclusive representative of an appropriate unit in an Agency shall be given the opportunity to be represented at any formal discussion (including those held with other employee organizations) between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

SECTION 4: Unit Clarification

When a position change potentially impacts the bargaining unit determination the parties are encouraged to engage in collaborative discussion to resolve the bargaining unit issue. If the parties do not agree over whether the position(s) is/are inside or outside the unit, the parties are encouraged to utilize the Alternate Dispute Resolution (ADR) process. If still unresolved, either party may file a Clarification of Unit (CU) petition with the FLRA. If the position previously has been in the bargaining unit, the employee and/or position will remain in the bargaining unit until a decision is issued on the petition.

SECTION 5: Elections and Extensions of Represented Facilities

a. If the Employer assigns Union represented employees to a new entity, the Employer shall not oppose any AFGE petition to represent employees who are assigned to that entity.

b. If the Employer stands up a new entity and staff the new entity with new hires, the Employer shall not oppose any AFGE election petition to represent employees who are assigned to the entity.

SECTION 6: Bargaining Unit Lists

a. Upon request, the Employer will provide the Union, to the extent available in an existing automated database, a listing of bargaining unit employees by name, job title, series, grade, work center, and BUS Code twice per calendar year.

b. Upon request, the Employer will provide the Union, to the extent available in an existing automated database, a listing of non-bargaining unit employees by name, job title, series, work center, and BUS Code once per calendar year.

c. If the Employer is temporarily unable to comply with the Union's request made under a or b, it will immediately notify the Union of when the information will be available.

SECTION 7: Certification

The Employer and the Union will meet annually to discuss and review the accuracy of the AFGE certification and jointly request that the FLRA update the certification as necessary.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1:

Management's rights will be in accordance with the provisions of Section 7106 of the Federal Service Labor-Management Relations Statute as follows:

a. Subject to subsection (b) of this section nothing in this chapter shall affect the authority of any Management official of any Agency-

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and:

(2) In accordance with applicable laws-

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

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

(C) With respect to filling positions, to make selections for appointments from-

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

(ii) Any other appropriate source; and

(D) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

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

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

(2) Procedures which Management officials of the Agency will observe in exercising any authority under this section; or

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

SECTION 2:

All rights, prerogatives, powers and authorities which have not been specifically abridged or deleted or modified by this agreement are recognized by the Union as being retained by Management.

ARTICLE 4
EMPLOYEE RIGHTS

SECTION 1: General Rights

a. In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, Union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions irrespective of the work performed or grade assigned. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. The Employer shall endeavor to establish working conditions that are conducive to enhancing and improving employee morale and efficiency.

b. Employees have the right to:

(1) Receive guidance that will be provided in an atmosphere that will avoid public embarrassment or ridicule.

(2) Receive non work related notification in private when feasible.

(3) Not be subjected to intimidation, coercion, harassment, or hostile or unsafe working conditions.

(4) Be afforded assistance and told of expectations by the Employer to enable them to perform their jobs.

SECTION 2: Rights to Union Membership

Under 5 USC 7102, each employee shall have the right to form and join a Union, to act as a designated Union representative, and to assist the Union without fear of penalty or reprisal. This right shall extend to participation in all Union activities including service as officers and stewards/representatives. A bargaining unit employee's grade level, compensation, title, or duties shall not limit the employee's right to serve as a Union official, to represent the bargaining unit or to participate in any Union activities.

SECTION 3: Rights to Union Representation

The Employer recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private.

a. Employees may contact the Union office during duty/non-duty hours to ask questions, get information, or request an appointment.

b. It is agreed that the time of appointment to be held during the employees' tour of duty must be approved by the employee's supervisor.

- c. The supervisor retains the right to release employees whenever workload permits.
- d. If unable to meet immediately, the supervisor will permit the representative and employee to confer within one working day or at a time mutually agreed upon by Union and Management.
- e. Employees will provide the destination, date, and time of departure, and time of return to the supervisor when requesting permission to leave the immediate work area for any reason.
- f. The Employer agrees to annually inform all employees of the right to Union representation under 5 USC 7114(a) (2) (B) by postings on official bulletin boards, and via email.
- g. During initial orientation, the Union has the right to provide each employee with a copy of Weingarten Rights and a copy of the master agreement. The contract will also be available electronically (i.e. local TEAD intranet).

SECTION 4: First Amendment Rights

In accordance with the Hatch Act, employees have the right to present their views to Congress, the Executive Branch, and other authorities and to otherwise exercise their First Amendment rights, consistent with applicable laws, without fear of penalty or reprisal.

SECTION 5: Access to Documentation

Unless prohibited by law, employees have a right to have access to information specifically maintained under their name and/or social security number or any other personal identifiers. Employees may be provided with copies of documents maintained in their eOPF or any other Personnel Folder (PF). When a copy of a document in the eOPF, PF, or other system of records is not automatically provided, the employee will receive a copy upon request.

SECTION 6: Personal Rights

- a. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the Employer so long as such activities do not conflict with job responsibilities or applicable laws.
- b. The Employer will make every reasonable effort to provide for secure storage of personal belongings.

SECTION 7: Whistleblower Protection Act

Employees have the right under the Whistleblowers Protection Act of 1989, Public Law 101-12.

SECTION 8: Unlawful Orders

An employee has the right to refuse orders that would require the employee to violate an applicable law. The employee will promptly bring his/her specific concern(s) to the supervisor or appropriate Employer official. The Employer official will consider the employee's concern and promptly notify the employee whether the order is lawful or unlawful. Refusal to obey an unlawful order will not subject the employee to disciplinary or adverse action.

SECTION 9: Unsafe Orders

The Occupational Safety and Health Act gives employees the right to refuse to carry out an 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 a reasonable belief there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

SECTION 10: Conflicting Orders

In a situation where an employee was given conflicting orders, as long as the last order was followed, Management will review and consider all relevant circumstances pertaining to said orders prior to determining any possible disciplinary action.

ARTICLE 5
NEW EMPLOYEE ORIENTATION

SECTION 1: The Union shall be notified of all new bargaining unit employees when they report to duty.

SECTION 2: The Union shall be notified of all new employee orientation sessions and scheduled to address the employees for 30 minutes immediately prior to the lunch period.

ARTICLE 6
OFFICIAL FACILITIES FOR EMPLOYEES

SECTION 1: Lunch areas, break areas, and lockers, will be provided by the Agency where practicable.

SECTION 2: The Agency shall ensure that parking facilities are well-lighted and maintained reasonably free of ice, snow and other hazards. When hazardous conditions exist that could result in injury to employees, Management may shut down specific parking areas after notification to the Union President.

SECTION 3: Employee's shall be permitted to use depot telephones to make short, in-state, personal calls on matters that need, in the employee's view, to be addressed prior to the end of the shift. Employees will not abuse this privilege or use the telephone in a manner that can, in any way, be construed as interfering with work.

SECTION 4: Employees shall be provided convenient access to vending machines during breaks if financially feasible or physically possible.

SECTION 5: It is the responsibility of the Agency to see that all locker rooms and lunch rooms are cleaned periodically by janitorial personnel; however, primary responsibility will be the users.

SECTION 6: Adequate locker space will be provided each employee working in special contaminated environments. Adequate showers shall be provided by the Agency. Adequate soap, towels and other shower room equipment will be provided by the Agency. In the event adequate shower room space or facilities are not available in the immediate area, travel time will be furnished the employee, during duty hours, in order that the employee will have sufficient time to shower.

SECTION 7: For purposes of this article, lunch areas and shower facilities shall be considered adequate only if they conform to OSHA sanitation standards.

ARTICLE 7
EMPLOYEE UTILIZATION/POSITION CLASSIFICATION

SECTION 1: Management shall apply the principle of equal pay for equal work. Variations in rates of basic pay paid to different employees will be in proportion to substantial differences in the difficulty, responsibility, and qualification requirements of the work performed in accordance with appropriate classification standards.

SECTION 2: If the employee should desire to appeal the classification of their position, the Civilian Personnel Advisory Center will provide information and assistance. The employee may review classification standards and other related materials.

SECTION 3: The supervisor will discuss any changes to the position description with the employee. The employee will be furnished a copy of their current position description. An employee's performance standards and critical elements must be consistent with their position description. New position descriptions will be furnished to the affected employees and the Union as soon as possible.

ARTICLE 8
HOURS OF WORK AND TOUR OF DUTY

SECTION 1:

With the exception of the Fire Department and the Security Division, the primary tour of duty for TEAD will consist of four (4) ten (10) hour workdays, Monday through Thursday, beginning at 0630 and ending at 1700 hours. Where employees are required to wash, brush teeth, shower, change clothing or similar matters of personal hygiene, the employees shall be afforded official duty time for these activities.

SECTION 2: Change in Tour of Duty/Shift Assignments

a. Both the Employer and the Union understand and agree that due to changing conditions of business of the Employer, it is impossible to permanently fix regular days of work, tours, and shifts. The Employer shall establish tours of duty and/or shift operations as necessary for efficient operations and for accomplishment of assigned missions.

b. When changes in tours of duty must be made they will be made in accordance with Title 5, Section 610.121, with at least two week's advance notice except in such circumstances as management determines it would be seriously handicapped in performing its mission or costs would be substantially increased. In the event of any changes, additions, or deletions to the basic workweek, tours, or shifts, the Employer will give notification to the Union President or his designee. Tour of duty changes for training or TDY will not require Union notification. The Employer agrees to make a reasonable effort to effect tour of duty or hours of work changes on the first day of the pay period.

SECTION 3: Selection Criteria for Tour of Duty and Shift Changes

Whenever a different tour or shift will be assigned within an organizational element, a roster will be developed.

a. Qualified volunteers by title, series, and grade will be selected first. If more employees volunteer than are needed, the most senior employee (by service computation date as annotated on SF50) will take the first change unless this procedure would preclude the accomplishment of the mission.

b. If a sufficient number of qualified volunteers cannot be obtained, assignment will be made on the basis of least seniority (by service computation date). The qualified employee with the least seniority will be selected first.

c. After commencement of the assigned tour or shift, subsequent rotations will be staffed in accordance with paragraphs 3a & 3b above.

d. Rotation for tour of duty changes (days of the week) or shift (hours of work) normally will be for three (3) pay periods. Any exceptions to the rotation cycle will be discussed with the Union President or his designee.

SECTION 4: Minor Deviations

Minor deviations from the basic shifts for purposes of staggering traffic and other considerations are not considered different shifts.

SECTION 5: Lunch Periods

a. A non-paid duty-free thirty (30) minute lunch period will be scheduled when one, two, and three shift operations are in effect. Where three 8-hour shifts are in operation (i.e. Security Guards), and an overlapping of shifts to permit time off for lunch is not possible, a paid on-duty lunch period of twenty (20) minutes may be given. Where the paid lunch is in effect, employees must spend the time in close proximity to their work stations.

b. The Employer may delay or postpone a normal scheduled lunch period if the employee's work assignment requires the employee's constant attention or availability on the job. When it is necessary to require a change in the lunch period, the appropriate supervisor shall provide a rescheduled, non-paid lunch period to be taken as soon as the task is completed.

SECTION 6: Rest Breaks

Employees are authorized two 15 minute paid breaks, one in the morning and one in the afternoon, during each ten (10) hour shift. Breaks cannot be consolidated for the purpose of shortening the workday. If an employee is required to work through the normal break time due to workload requirements, they will be given a break at the earliest reasonable time within that ten (10) hour shift, upon completion of that work. Employees may consume refreshments at their work site or desk as long as it does not interfere with their work, shop safety or Foreign Object Debris (FOD) restrictions. Employees that work in an office or administrative environment are expected to manage break times in lieu of prescribed 15 minute breaks.

ARTICLE 9
LEAVE

SECTION 1: Annual Leave

Scheduled:

a. Annual leave is an employee entitlement. Consistent with the needs of the Employer, annual leave which is requested in advance will normally be approved. Accrued leave will be denied only when it would affect mission accomplishment.

b. Annual leave will normally be granted by the immediate supervisor. If scheduled annual leave must be cancelled due to mission needs or workload requirements, the Employer will provide notice to the affected employee as soon as it becomes known to Management.

c. Applications for scheduled annual leave may be submitted by an employee on an OPM Form 71. Copies of OPM Form 71's shall be retained for one year. Employees shall be informed within 24 hours whether a request for annual leave is approved or denied and be provided a copy of the OPM Form 71.

d. Applications for specific days of annual leave will be granted on a first request basis. In the event of requests submitted on the same date, the request of the senior employee of the organizational element will receive first consideration.

Unscheduled:

a. Employees may be granted unscheduled annual leave for personal and emergency reasons. Employees will notify their supervisor or alternate as soon as possible but no later than the first 2 hours of the shift to request leave.

b. If the employee is unable to notify their supervisor personally, then this may be accomplished by another person. The employee should not assume that leave has been approved unless their supervisor or alternate states specifically that the leave is approved. Any failure to notify the supervisor remains the full responsibility of the absent employee.

c. The Employer will inform each employee in the unit of the name and telephone number of the supervisor/alternate supervisor to whom requests for unscheduled annual leave should be addressed. The employee will normally follow the chain of command unless the Employer specifically designates otherwise.

SECTION 2: Sick Leave

a. Sick leave is an employee's earned benefit. In requesting and granting sick leave, all applicable leave regulations will be followed. Using sick leave guidelines an employee may request to use annual leave in lieu of sick leave. An agency may also require a medical certificate or other administratively acceptable evidence as to the reason for the absence for any of the purposes described in 5 C.F.R. 630.401(a) for an absence in excess of 3 workdays, or for a

lesser period when the agency determines it necessary. The Union joins the Employer in recognizing the value of sick leave and agrees to encourage employees to conserve sick leave so it will be available to them in cases of extended illness.

b. Sick leave requests may be approved in accordance with the procedures set forth in 5 CFR 630.401, when the employee:

- (1) Receives medical, dental, or optical examination or treatment;
- (2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth;
- (3) Provides care for a family member-
 - (i) Who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;
 - (ii) With a serious health condition; or
 - (iii) Who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease.
- (4) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member
- (5) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- (6) Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

Scheduled:

Applications for scheduled sick leave may be submitted by an employee on an OPM Form 71. Copies of OPM Forms 71 shall be retained for one year. Employees shall be informed within 24 hours whether a request for sick leave is approved or denied and be provided a copy of the OPM Form 71.

Unscheduled:

a. An employee may be granted unscheduled sick leave for personal or emergency reasons. Employees will notify their immediate supervisor or alternate as soon as possible but no later than the first 2 hours of the shift to request leave.

b. If the employee is unable to notify their supervisor personally, then this may be accomplished by another person. The employee should not assume that leave has been approved unless their supervisor or alternate states specifically that the leave is approved. Any failure to notify the supervisor remains the full responsibility of the absent employee.

c. The Employer will inform each employee in the unit of the name and telephone number of the supervisor/alternate supervisor to whom requests for unscheduled annual leave should be addressed. The employee will normally follow the chain of command unless the Employer specifically designates otherwise.

d. If the employee has an insufficient accrued sick leave balance, they can request leave without pay (LWOP) or other available leave for the requested absence, subject to the approval of the supervisor.

e. Employees must continue to contact the supervisor or their alternate on each succeeding day of the illness/injury unless it is of a known duration and an anticipated date of recovery and return to work is communicated with, and agreed to by the supervisor.

Extended sick leave:

Employees requesting sick leave for an absence in excess of 3 workdays, or for a lesser period when the agency determines it is necessary, may be required to furnish satisfactory evidence for their need for sick leave upon their return to duty. An employee may justify his/her request for sick leave:

- a. By medical certification from the Health Clinic; or
- b. By medical certification from their personal physician or health care professional.

Leave Restriction:

a. Where there is probable cause to believe that an employee is abusing sick, emergency annual, or leave without pay (LWOP) leave entitlements:

b. It is recommended that the employee be formally counseled and advised of the possibility of future medical certification and/or other substantive evidence requirements should the abuse continue.

c. Counseling and leave control letters will not be based on automatic, formularized criteria. Supervisors will analyze each case and all its individual pertinent circumstances. Counseling and leave control letters will be directed at the abuse of leave not the use of leave.

d. If counseling does not correct the problem within 30 days and the pattern of abuse continues, the supervisor will issue a leave control letter to the employee. The leave control letter will be reviewed in 90 days. If no further abuse is suspected, the restriction will be

removed, the record shall be made clean, and the employee will be notified of this action. The employee will also be notified in writing if the restriction is to be continued.

SECTION 3: Other Leave

- a. Supervisors may excuse up to one (1) hour of tardiness without charge to leave.
- b. The Commander reserves the right to grant administrative leave/excused absence where circumstances or emergency conditions warrant, in accordance with applicable directives and/or regulations. In the case of a workforce release, the Commander or designated representative will inform the Union.
- c. Employees may be granted 3 hours excused absence on days when they volunteer to give blood IAW the leave regulation.

ARTICLE 10
ROSTERS

SECTION 1:

A roster will be established when the organizational element assigns or affects an employee by any of the following activities:

- a. Overtime and Holiday hours (Excluding call back and TDY overtime)
- b. Detail hours
- c. Loan hours
- d. TDY assignment hours
- e. Hours on alternative shifts
- f. Changes in tour of duty

SECTION 2: The roster will consist of all employees who are temporarily or permanently assigned to the organizational element. The roster will initially be established by listing the employee's names in groups by title, series, and grade, then in descending order of seniority within each group. Use of the roster is governed by the article applicable to the specific activity involved.

SECTION 3:

a. Upon assignment of an employee (temporarily or permanently) to an organizational element, the employee will be entered on each established roster by title, series, and grade and given the average number of hours in each category.

b. When an employee is absent or unavailable for work for any reason (officially or unofficially) for a period of 30 continuous days or more, the employee will be entered on each established roster by title, series, and grade and given the average number of hours in each category.

c. When an employee returns to his parent organizational element after having been outside that element for any reason (officially or unofficially) for a period of less than 30 continuous days, the employee will be entered on each established roster by title, series, and grade and given their original number of hours plus the total number of hours in each category they accumulated during their time in the other organizational element.

d. Once a roster is established in an organizational element it does not need to be maintained on a routine basis if no activity of that type has occurred. However, prior to affecting an employee by that type of activity, the roster must be made current.

SECTION 4: Established rosters will be posted in a communal location readily accessible by all employees of the organizational element to which it applies. Rosters will be kept for a period of 180 days prior to destruction. Rosters will be zeroed out the first day of the first full pay period of each calendar year.

SECTION 5: By mutual agreement between the parties, any organizational element may address improperly managed rosters and agree on resolution.

SECTION 6: It is the responsibility of each employee to conduct a review, no later than the 7th day of each month, of each established roster in their organizational element and to place their initials on the roster. Their initials on the roster indicate they have reviewed the amount carried forward and it is accurate to the best of their knowledge. All amounts shown on the roster (whether initialed or not) after the 7th day of the month will be considered accurate unless the employee has initiated a timely filed grievance with the supervisor. In the event an error is discovered later, any corrective action or compensation will be limited to the amount related to the original error and not compounded for the elapsed time. The previous month's roster will be made available upon request.

ARTICLE 11 OVERTIME

SECTION 1: As an Employer responsible for public funds, it is understood that overtime will only be utilized when the mission deems it necessary. The Employer reserves the right to order, require, and assign overtime. Both the Union and the Employer recognize that the assignment of overtime will be based upon mission and workload requirements. It is understood that scheduled overtime may be cancelled when mission/workload changes or when an unforeseen emergency occurs.

SECTION 2: The Employer agrees that overtime assignments to employees will be distributed according to established procedures among the available qualified employees of the organizational element in which the overtime is to be worked. It is recognized that certain factors, such as leave, continuity on the job of short duration, or skill requirements, may cause a temporary imbalance in the equitable distribution of overtime.

SECTION 3: Compensatory Time

The Employer may approve a request for compensatory time instead of overtime pay under either Title 5 or the FLSA for an equal amount of time (hour for hour) spent in irregular or occasional overtime work for employees covered under Federal Wage System (FWS) and General Schedule (GS) pay systems. The law prohibits mandatory compensatory time for employees covered under FWS. However, Management can direct GS employees earning rates of basic pay greater than GS-10, step 10, who are exempt from FLSA to take compensatory time off in lieu of overtime. Compensatory time earned will be annotated on the Overtime Roster as hours worked.

SECTION 4: Notification Requirements

The Employer will make every effort to give notice as soon as the overtime requirement is known.

SECTION 5: Extension of Shift Overtime

Extension of shift overtime (at the end of the workday) will first be offered to those employees currently assigned to the shift and the specific tasks for which the overtime is required.

SECTION 6: Selection Procedures

a. First consideration of overtime within the organizational element will be given to employees based on:

- (1) Nature of work to be performed.
- (2) Necessary skills, abilities, and qualifications in accordance with Title 5, U.S. Code, Section 7106.

(3) Least amount of hours according to the roster.

b. Second consideration will be given to employees outside of the organizational element utilizing the above selection criteria.

c. When the procedures outlined in a & b above do not satisfy the overtime requirement, the employee(s) who possess the required knowledge and skills within the immediate organizational element with the least amount of overtime as shown on the overtime roster may be required to work the overtime.

d. All overtime/comp time worked under these provisions will be recorded in accordance with Article 10, Rosters.

e. Light/Restricted Duty: Employees in a light or restricted duty status will be considered for overtime based on the ability of the employee to perform the required duties necessary for mission and workload requirements. The parties agree that if the work performed by an employee on light/restricted duty status during the regular workweek is also needed to be performed on overtime, the employee will be considered for the overtime. It is understood that the Employer is not obligated to create work for a light/restricted duty employee for equitable distribution of overtime. Light/restricted duty employees unable to be scheduled for overtime for more than 30 calendar days will be averaged in when the restriction ends.

f. It is understood that no employee has an expressed right to return to work from a leave status for the purpose of working overtime/comp time. Supervisors need not contact employees who are absent from work in meeting overtime needs. It is understood that temporary imbalances are permitted in the equitable distribution of overtime due to certain factors such as leave, continuity on jobs of short duration, or skill requirements.

SECTION 7: Overtime Excusal

Unless excused by the supervisor, employees are required to report for overtime/comp time as scheduled.

a. Employees who, because of illness, an unforeseen emergency, or an unusual circumstance cannot report for work on a scheduled overtime/comp time day, must contact the supervisor or alternate either personally or by telephone as soon as possible but no later than the first hour of the shift explaining the absence and requesting to be excused from the overtime assignment.

b. When an employee is delayed for an overtime/comp time assignment he must contact the supervisor as soon as possible but no later than the first hour of the shift. The supervisor will determine if the employee needs to report for overtime. Overtime is payable in thirty (30) minute increments. Therefore, if the employee is required to report, the employee should begin the overtime assignment at the hour or half hour.

Example: Tour of duty (0630 to 1700). Employee calls and says he can report to work between 0700 and 0730 and supervisor determines the services of the employee are needed. Employee should be advised to report at 0730 to begin the overtime assignment.

SECTION 8:

Each employees overtime will be maintained on the Overtime Roster (worked or offered and declined) and comp time worked. Overtime logs will be zeroed out on the first day of the first full pay period each calendar year.

SECTION 9: Logging Overtime

a. Overtime can be logged only if the employee:

(1) Worked it.

(2) Was asked and declined overtime.

(3) Was asked and volunteered for overtime and failed to report or reported late.

Overtime will be recorded as a declination.

b. Military reservists performing their monthly weekend drill or the two week annual tour will not be charged with overtime offered and declined.

SECTION 10: Payment for Cancelled Overtime

When employees have reported for scheduled overtime and overtime is cancelled, by law, employees are entitled to be paid only for actual time worked.

SECTION 11:

An employee will be given a fifteen (15) minute break prior to starting a four (4) hour overtime/comp time period, after completion of a regular ten (10) hour shift.

ARTICLE 12
CALL BACK OVERTIME

SECTION 1:

When the nature of operations is such that it may become necessary at any time to call back employees for the purpose of dealing with a situation, and the situation is known in advance, the Employer will so notify appropriate (identified by knowledge, skills, and ability) employees that they may receive a call during the weekend or other off duty time during a specific period. The parties agree to the following conditions for this type of on call requirement.

a. Management will prepare and maintain a list for call back overtime based on anticipated situations, which may occur after normal duty hours and may require call back overtime. Employees will be briefed of all requirements in regards to the call back overtime list and be given the opportunity to volunteer for placement on the list. The supervisor will determine the skills necessary to perform the work required, determine the appropriate organizational element roster from which to obtain those skills, determine time requirements to respond to the call back overtime and prepare the call back overtime list. Employees will be given the opportunity to volunteer to work call back overtime.

b. The list will be developed using volunteers, seniority, knowledge, skills and ability. The list will be further annotated to indicate those employees who can satisfy a minimum response time in cases of declared emergencies. While the use of volunteers is highly desirable, sufficient volunteers may not be available to satisfy the need. In these cases, Management will prepare the list, starting with volunteers first, and then complete the list using inverse seniority to obtain the required number of employees. Upon establishment of a call back overtime list, the most senior volunteer(s) possessing the necessary skills will be contacted. If the employee is not immediately available to receive instructions, the supervisor may call the next employee on the list. All calls will be made on a rotating basis. (An exception to this is in the case where an employee is assigned a project and no one else is familiar with it, i.e. a computer program where one person is assigned responsibility for that program).

c. Lists will be established based on two "Response Times"; General Response Time (within 2 hours) and Immediate Response Time (within 30 minutes). Normally, employees required for call back overtime will be notified using the General Response Time list. However, in emergency situations employees will be notified from the Immediate Response Time list. If a sufficient number of employees are not available using the Immediate Response list, employees from the General Response list will be contacted and mobilized.

d. Employees who are notified of on-call duty will not have their freedom of movement restricted. Employees so notified should, however, leave word where they can be reached whenever possible.

e. When an employee is required to return to his place of employment from home for unscheduled overtime, he is entitled to at least two (2) hours pay at the overtime rate, whether or not work is performed.

SECTION 2: For personnel in the Information Management Division only

- a. Technicians will be on-call for one week at a time on a rotational basis to process flash messages during hours when the Center is normally closed.
- b. Each employee scheduled for on-call duty will leave a telephone number where he can be reached with the immediate supervisor.
- c. When called to work under this Section, the technician will report to the work site as soon as possible, but no later than two hours from the time they receive the call.
- d. If the employee on-call is ill or on emergency annual leave, the next person in line for the on-call duty will be required to work. The technician who was normally on-call for that week will pay back the on-call requirement to the one who filled the requirement.
- e. On-call schedules will be adjusted so that no such duty will be required during vacation and extended absences.
- f. Technicians may trade on-call duty provided they obtain prior approval from the supervisor.
- g. An employee who can correct system problems by remote computer modem or by phone without having to return to the workplace is not eligible for call back pay. However, such employee is eligible for overtime if they have been authorized to perform work at or from their residence or by phone call. Overtime pay will be based on actual time spent in performing overtime activities.

ARTICLE 13
NONCOMPETITIVE TEMPORARY PROMOTIONS, DETAILS, AND LOANS

SECTION 1: The provisions of this article will be followed only when the area of consideration for detail or noncompetitive temporary promotion is a single organizational element.

SECTION 2: When Management knows in advance that a position will need to be filled on a temporary basis for more than 30 days, the initial assignment to the position shall normally not be for a period of 30 days or less; however, Management reserves the right to terminate temporary assignments at any time. An employee may only be noncompetitively temporarily promoted or detailed to a higher graded position for a period not to exceed 120 days during a 12 month period.

SECTION 3: Details

a. Management shall not detail employees to higher graded positions, rather than temporarily promote, for the purpose of avoiding paying the higher rate. Temporary promotions or details to higher graded duties must be to an established position. Use of a task list for this purpose is not appropriate.

b. An employee is entitled to 48 hours advance notice of a detail except when the mission of the Agency would be seriously affected. When detailing becomes necessary, first consideration will be given to detailing the employee with the skills necessary to perform the job. If more than one employee has the required skills, the detail will be offered to the most senior employee with the least amount of detail time. If all qualified employees decline the detail, the supervisor may direct the employee with the least amount of detail time to work the detail.

c. If a dispute arises concerning selection for detail based on skills required, the possession of those skills will be based on the employee's previous work experience, and training, and/or information contained in the electronic official personnel folder. Requests for details more than thirty (30) days will be prepared on a SF-52. The employee will be given a copy of the approved SF-52 and the detail position description or summary of the major duties. Details will normally be limited to 120 days and be rotated in accordance with the roster. However, based on Agency requirements, the detail to a lower graded position may be extended to one year in 120 days increments.

d. When Management discovers that an essential position will be vacant for a 30 day period or more, they will implement the provisions of SECTION 4 below, when necessary, to temporarily fill that vacancy. If there are no employees qualified for the temporary promotion in the organizational element, Management may (1) detail an employee up to the limits allowed by 5CFR 335, or (2) rotate the detail in accordance with SECTION 3c above.

e. Details as a result of physical or mental conditions, which are documented by a qualified medical source, will not follow the procedures outlined above. Details under these conditions are expected to be temporary in nature and reviewed frequently by the supervisor to ensure the employee will return to his/her position of record once the temporary physical/mental condition ends. In the event an employee becomes permanently disqualified from their position

due to a physical/mental condition, reasonable accommodation procedures will be utilized. Employees returning to their position of record from light duty must process through the U.S. Army Health Clinic for release to full duty status.

SECTION 4: Noncompetitive Temporary Promotions

a. In order to be eligible to receive a noncompetitive temporary promotion, an employee must meet time in grade restrictions and minimum OPM qualification requirements for the position. First consideration for temporary promotion, to a position within the bargaining unit, will be offered to the most senior employee who meets minimum OPM qualification requirements for the position. If more than one employee meets those requirements, the temporary promotion will be offered to the most senior employee with the least amount of temporary promotion time.

b. Employees selected under this procedure will be temporarily promoted into and receive the rate of pay commencing on the effective date of the action.

c. However, if personnel restrictions established by higher headquarters, i.e., freeze or similar action prohibit temporary promotions, qualified employees may be assigned higher graded duties, without compensation, on a rotational basis, for 29 days or less. In such cases, Management will notify the Union of the reasons for not temporarily promoting.

SECTION 5: Loans

a. It is recognized that the Agency experiences changes in workload, mission, and its organizations, which often necessitate the use of loans to meet temporary needs.

b. When it becomes necessary to loan employees from one organizational element to another, selections will be made from the appropriate job classification. Volunteers will be solicited. If a sufficient number of volunteers cannot be obtained, assignment will be made on the basis of least senior with the least amount of loan time. Management may exempt an employee(s) from being loaned when mission or workload requirements necessitate such action.

c. All loan hours will be kept on the appropriate roster. Normally, the maximum duration of a loan will be limited to 60 days; however, there is no time limitation when an entire organizational element is loaned out. Loans will be rotated in accordance with the roster.

d. An employee will be given two weeks advance notice, when possible, of a loan.

e. Any deviation to the above procedure can be made only after negotiation with the Union President or his designated representative.

ARTICLE 14
TEMPORARY DUTY (TDY)

SECTION 1: This Article applies to TDY assignments in support of mission.

SECTION 2: For the purpose of this Article, an employee must be “qualified” in order to be sent TDY. Qualified is defined, as possessing the knowledge, skill, and ability required to successfully perform the assignment.

SECTION 3:

a. The supervisor will first ask for volunteers from within the organizational element based on workload or project requirement. If more than one volunteer is qualified, the TDY will be offered to the most senior employee, with the least number of TDY hours recorded. Additional employees will be selected in a descending order.

b. TDY declined will be added to the chart as TDY worked. If an insufficient number of employees volunteer, the least senior employee with the least amount of TDY as shown on the roster will be directed to work the TDY. Any employee who is assigned to TDY is expected to work unless they obtain permission to be excused in accordance with section (c) below, from their supervisor.

c. In an involuntary TDY situation, if the employee requests that they be relieved from the assignment because of personal hardship circumstances, the employee will submit a written request, with justification, which may include evidence beyond the employee’s statement, to the official directing the involuntary TDY. This information must be sufficient to enable verification of the information. Upon receipt of the required information, Management will give due consideration to the request. If disapproved, the employee will be provided a written explanation of the reasons for the denial.

SECTION 4: If a dispute arises concerning the qualifications of an employee for TDY assignment, the possession of those skills will be determined by a review of the employee’s previous work experience and training. Previous TDY will not be the sole criteria for selection to TDY.

SECTION 5: The employee will utilize the Defense Travel System (DTS) to make/receive travel orders in accordance with DTS system requirements. The Agency will provide assistance as needed if requested from the employee.

SECTION 6: To the maximum extent practicable, the employee’s tour of duty will be scheduled to coincide with the host installation’s tour of duty in order to accommodate requested services. Whenever possible, the Employer will schedule travel within the employee’s duty hours.

ARTICLE 15 TRAINING

SECTION 1: Management and the Union recognize that employee self-development is encouraged. Management agrees that training necessary for employees to perform their jobs at an acceptable level of competence should be provided if at all possible.

SECTION 2: Management will identify those civilian employees who need training and the types of training required. Employees identified will be considered for training and attendance at appropriate courses. Appropriate orientation or training will be identified and provided by Management subject to such factors as funding, course availability, etc., when changes in procedures, material, equipment and other requirements occur as necessary to accomplish the mission of the depot.

SECTION 3:

a. Management and the Union recognize that specialized training may be necessary to satisfactorily perform the duties in numerous jobs, as identified in the appropriate job description. In other circumstances, employee certification is required to perform specific tasks. In cases where satisfactory completion of training constitutes a condition of employment, employees will be given no more than three (3) opportunities to successfully complete the required training. When expenditure of TDY funds is necessary for the completion of training, Management may limit the opportunities for certification to two (2) attempts to successfully complete the required training.

b. Management may provide cross-training if needed to support a continuous skill base, if practicable and in accordance with mission and workload requirements.

SECTION 4: The first consideration for job-related training within an organizational element where not all employees will be afforded training, will be based on the following: enhancement of the agencies mission accomplishment, training opportunities that have been previously afforded individual employees, the employee's need for training, the employee's interest in the training, and the demonstrated ability of the employee to assimilate the training and apply it on the job. When Management cannot make a meaningful distinction among qualified employees, training will be offered on the basis of seniority.

SECTION 5: Management agrees to make an effort to extend maximum legal reimbursement for tuition and other valid, reimbursable fees in accordance with applicable laws and regulations, if the self-development course or program will enhance the employee's contribution to his current job.

SECTION 6: Upon written request from the employee, Management will provide the employee with written reason for any disapproval of self-development training.

ARTICLE 16
SAFETY AND HEALTH

Maintaining safe and healthful work environments, as a shared value by the Union and Agency, is necessary for the accomplishment of the Agency's mission and contributes to a high quality of life for employees. The Agency will strive to provide and maintain conditions and places of employment that are free from recognized hazards and unhealthful working conditions, consistent with the applicable requirements of 29 U.S.C. 668 et seq. (the Occupational Safety and Health Act of 1970), Executive Order 12196, 29 Code of Federal Regulations (CFR) Part 1960, and other applicable safety and health codes.

SECTION 1: The Agency shall provide appropriate safety and health training for employees; including specialized job, safety and health training appropriate to the work performed by the employee. Such training also shall inform employees of the Agency occupational safety and health program, with emphasis on their rights and responsibilities. The Agency further agrees to provide training to Union designated members of safety committees in accordance with 29CFR 1960.58 in order for them to carry out their assigned committee responsibilities.

SECTION 2: The Agency will ensure that employees have been oriented on the use of new equipment or machinery. The Agency will ensure that equipment and machinery are inspected regularly and are serviceable for use.

SECTION 3: No employee, other than qualified personnel, as determined by Management in accordance with law, rule, or regulation, shall be required to perform repair work on or about moving or operating machines where there is an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. This does not preclude the normal or necessary adjustments or minor repairs to be made to machinery or equipment while in operation. Qualified personnel shall not be required to perform any maintenance while the machine is in operation, when it can be shown there is substantial risk of injury or a feasible alternative exists.

SECTION 4: No employee shall be required to work in confined or enclosed spaces that pose a threat to the employee's safety, without either mechanical or natural ventilation, or without having someone posted outside equipped with necessary protective equipment to affect a safe rescue. When work is required to be performed in areas where flammable or toxic vapors may exist, all such areas shall be maintained so that vapor levels remain within acceptable OSHA safety standards. No employee under any circumstances will be placed in any worksite, job, or task without having proper personal protective equipment for that particular worksite, job, or task that is available for their use.

SECTION 5: During the course of any alterations to the work site, the Agency will insure that all employees are fully protected against safety and health hazards, which might result from such alteration/construction. Employees will not suffer any loss of pay or benefits as a result of such alterations/construction unless the Agency has no feasible alternative.

ARTICLE 17
ENVIRONMENTAL DIFFERENTIAL PAY AND
HAZARDOUS DUTY PAY

SECTION 1: The employee or their representative may initiate requests for environmental differential pay (EDP). The Agency will issue a decision on such requests as soon as possible, but within forty-five (45) days and notify the Union of the reasons for denial of any such request. If approved, the employee(s) shall be paid the differential in accordance with appropriate law and regulation. For wage grade (WG) employees, see 5CFR part 532 subpart e, governing Environmental Differential Pay (EDP). For general schedule (GS) employees, see 5 CFR part 550 subpart 1, governing Hazardous Duty Pay (HDP).

SECTION 2: Payment of EDP and HDP will only be made when the level of exposure exceeds the standards set by the Occupational Safety and Health Administration (OSHA) and/or the American Conference of Government Industrial Hygienists (ACHIH), whichever standard has the lowest exposure level in accordance with AR 40-5, paragraph 5-3(3). This also applies to all workplace hazards.

ARTICLE 18
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1: The Agency and the Union agree that discrimination in employment because of race, color, religion, sex, national origin, age, genetic information, sexual orientation or identity, or physical or mental disability is prohibited.

SECTION 2: In all aspects of personnel management, the Agency shall be bound by Title VII of the Civil Rights Act, the Rehabilitation Act, and the regulations of the EEO, including 29 CFR Part 1614, Federal Sector Equal Employment Opportunity.

SECTION 3: Presentation of an allegation of discrimination to an EEO counselor may constitute an irrevocable election to use statutory appeal procedures and precludes the filing of a grievance under the negotiated procedure. Upon contact from an employee, EEO counselors shall advise employees of their right to file a grievance under this agreement or proceed with their informal allegation under the Agency EEO program. Likewise, upon contact from an employee, the Union shall advise employees of their right to file a complaint with an EEO counselor or file a grievance using the negotiated procedure.

SECTION 4: The Agency shall furnish the Union with copies of EEO Affirmative Action Plans, any reports routinely generated by the EEO Office, and all other available statistical information, upon request.

SECTION 5: The Agency recognizes that the Union itself may represent an individual who has filed a class complaint under either the Agency EEO procedures or the negotiated grievance procedure.

ARTICLE 19
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1: Program Purpose

The purpose of the Employee Assistance Program (EAP) is the appropriate prevention, treatment and rehabilitation of employees with alcohol, drug abuse or other personal problems that are adversely affecting the employee's job performance and/or conduct. Personal problems may include physical, emotional, financial, marital, family, legal, or work related issues. Employees, who suspect they may have such a problem, even in the early stage, are encouraged to voluntarily seek counselling and information on a confidential basis by contacting the individual(s) designated to provide such services. Supervisors are also encouraged to note when employees appear to be experiencing difficulties for which EAP may provide assistance, and to refer the employee to EAP for assistance. Early intervention may be helpful in returning the employee to full productivity. Employees and supervisors will be informed about the program annually.

SECTION 2: Record of Participation

a. The Department will ensure the confidentiality of medical records of employees concerning treatment for problems related to alcohol, drugs, emotional concerns, or other personal issues will be preserved in accordance with current public laws and OPM regulations.

b. After an employee is no longer participating in the program, records will be maintained confidentially and preserved in accordance with applicable laws and regulations.

SECTION 3: Voluntary Participation

a. The Agency will assure that no employee will have job security, performance rating, proficiency rating, or promotion opportunities jeopardized, or be subject to disciplinary action or adverse action solely because of a request for counselling or referral assistance.

b. Although the existence and functions of counselling and referral programs will be publicized to employees, no employee will be required to participate or be penalized for merely declining referral to EAP services.

SECTION 4: Confidentiality

a. The parties recognize that employee trust and confidence in the program are keys to its success. For that reason, all confidential information and records concerning employee counselling and treatment will be maintained in accordance with applicable laws, rules, and regulations.

b. Except when it involves behavior of a criminal nature, management may not obtain information about the substance of the employee's involvement with a counselling program without the employee's consent. Supervisors and other management officials are expected to respect the private and confidential nature of any such request of the employee. Any employee

who seeks voluntary assistance from the EAP and does so by inquiring through the Employer or a supervisor shall not be subject to discipline solely on the basis of seeking EAP assistance or for the information other than that of a criminal nature which is divulged through the confidential confines of the EAP. This does not preclude the initiation of disciplinary action on the basis of information, documentation, etc. which is obtained and relied upon from sources outside the realm of the EAP.

SECTION 5: Relationship to Other Actions

A fundamental purpose of EAP is to assist employees with problems that may result in conduct or performance deficiencies. However, the program is not intended to shield employees from corrective action in all instances. In the event discipline should occur, the employee may utilize Alternative to Traditional Discipline as part of the employee improvement process. A successful program assists the employee in overcoming a personal problem so that performance and/or conduct improve and corrective action, such as disciplinary action, adverse action, or other performance-based actions, becomes unnecessary.

SECTION 6: Excused Absence

The supervisor may grant excused absence for short term EAP counselling during the assessment/referral phase of rehabilitation/intervention. The standard for short term counselling is 1 to 4 sessions.

SECTION 7: Leave Associated with EAP

For inpatient/outpatient services, leave will be granted in accordance with Article 9, Leave.

SECTION 8:

Supervisors/Employees may contact the Employee Assistance Program Manager at telephone number 833-2851/2852.

ARTICLE 20
ARMY SUBSTANCE ABUSE PROGRAM

SECTION 1:

The parties agree to support a strong Army Substance Abuse Program (ASAP). All urinalysis and alcohol testing performed in support of this program will strictly adhere to the requirements contained in the appropriate Army regulations.

SECTION 2:

In support of the Army Substance Abuse Program, the following criteria will apply:

a. Should a position be identified as a Test Designated Position under Army Regulation, AR 600-85, the Union will be notified. Affected employees will be notified of the change, trained on the drug testing program, and given thirty (30) calendar days notice prior to being drug tested.

b. Applicant testing: A negative test is required prior to appointment to a TDP. Employees who apply for and are selected for TDP positions will require a negative test result prior to placement in the TDP.

c. Any other testing, i.e., random, injury/accident, follow-up, etc., for alcohol or drugs will be conducted IAW applicable Army guidelines, AR 600-85 and DA PAM 600-85.

ARTICLE 21
MERIT PROMOTION

SECTION 1:

Merit Promotion will be administered in accordance with the appropriate regulation(s).

ARTICLE 22
DEMOTIONS, REALIGNMENTS AND/OR RIF

SECTION 1: For purposes of this Article, a reduction in force (RIF) occurs when an Agency releases a competing employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties; when such action will take effect after an Agency has formally announced a reduction in force in the employee's competitive area and when the reduction of force will take effect within 180 days.

SECTION 2: It is agreed that the Agency will attempt to avoid or minimize the impact of realignments and/or reductions in force prior to separating employees. Such action may include meeting ceiling limitations through attrition, reassigning affected employees to vacant positions, terminating appointments of one year or less and reemployed annuitants, as provided in the pertinent civilian personnel regulations. The filling of bargaining unit vacancies in the competitive area of employees who would be affected by a RIF shall be suspended from the date of the initial RIF notice to affected employees to the effective date of the RIF.

SECTION 3: The Agency agrees to inform the Union sixty (60) days prior to implementation of the RIF, or if not possible as soon as it is known there will be a necessity or requirement for reduction in force. As soon as specific information is known, the Agency will notify the Union, in writing, prior to any notification to affected unit employees and afford the Union the opportunity to bargain impact and implementation. Information to be furnished shall include the following:

- a. The reason for the reduction in force.
- b. The anticipated numbers, types and grades of positions to be affected.
- c. The proposed effective date.
- d. Any additional information relevant to the RIF (e.g., actions planned to minimize impact)

SECTION 4: The Reduction in Force (RIF) action will be conducted IAW government-wide regulations.

SECTION 5: Any employee receiving a specific RIF notice and/or their Union representative may review the relevant retention register, which is maintained in the Civilian Personnel Advisory Center (CPAC) and pertinent regulations.

SECTION 6: Management and the Union will meet and negotiate a cut-off date for freezing performance appraisals and updates to the electronic official personnel file, generally forty-five (45) days prior to the general announcement of the RIF to the workforce. A single, uniform date

will be established for issuance of all specific notices in each reduction in force in each competitive area.

SECTION 7: Employees who have a notice of proposed removal or reduction in grade based on "unacceptable" performance will not have their performance appraisal frozen. The retention standing of such an employee will depend on Management's decision at the end of the proposal period whether to remove, to reduce, or to grant an acceptable performance appraisal.

SECTION 8: The Agency shall provide counseling for all employees affected by reduction in force.

SECTION 9: The Agency shall provide any separated employee with the appropriate information regarding unemployment benefits available to them. The Civilian Human Resource Agency Processing Center will provide the Standard Form 8 and any other pertinent information after the effective date of RIF. Employees may contact the Civilian Personnel Advisory Center for information.

SECTION 10: The RIF notice to employees will explain the placement offer, if applicable, and address appeal rights. Attachments to the letter will provide other pertinent information to the employees.

NOTE: Special Command attention will be made to insure that all performance appraisals are properly completed and recorded prior to the cutoff date.

ARTICLE 23
CONTRACTING OUT

SECTION 1: Management agrees to comply with all provisions of OMB Circular A-76 (and with any new versions, supplements or superseding circulars or directives) however, contracting out is not subject to the negotiated grievance procedure.

SECTION 2: Periodic briefings will be held with Union officials at the local level for the purpose of providing the Union with information concerning any Agency decisions that may impact on unit employees in implementing OMB Circular A-76 and allowing the Union to present their views and recommendations.

SECTION 3: When Management makes a decision regarding privatization or contracting out, it will agree to furnish the Union with a copy of the schedule pertaining to reviews of commercial/industrial activities performed by bargaining unit employees at the facility represented. Should any of these schedules be revised, copies of the changes will also be provided.

SECTION 4:

a. The Union may request copies of any relevant and pertinent data in connection with the implementation of OMB A-76. After review of any such written request, the Agency will provide the Union with the desired information as appropriate under law and other controlling government-wide regulations.

b. The Union will be notified when A-76 bids pertaining to work performed by Union employees are solicited.

c. At the time the Contracting Officer announces the results of any cost comparison concerning work normally performed by bargaining unit employees, the Union will be notified and copies of any detailed analysis and pertinent documentation will be provided to the Union if consistent with current law and regulations.

SECTION 5: When the Agency determines that bargaining unit work will be contracted out, the Agency will notify the Union, and afford it the opportunity to bargain as appropriate.

SECTION 6: The Agency recognizes the "right of first refusal" required by OMB Circular A-76, which provides that the contractor will grant those Federal employees displaced by direct result of such contract, the right of first refusal of employment openings created by the contractor. This applies only to job openings for which such displaced employees are qualified and does not apply when such employees would otherwise be prohibited from such employment by the Government post-employment conflict of interest standards. However, contracting out is not subject to the negotiated grievance procedure.

SECTION 7: Before deciding to contract out, the Agency shall consider any savings to be achieved from alternate methods, such as furloughs and attrition. The results will be shared with the Union. This action is in addition to the development of a most efficient organization (MEO). This action will be taken in a manner consistent with Law and Regulation at the time of the action.

ARTICLE 24
DISCIPLINARY/ADVERSE ACTIONS

The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. The concept of progressive discipline which is designed primarily to correct and improve employee behavior, will guide managers in making decisions regarding discipline. A guideline to progressive discipline is reprimand, short term suspension, long term suspension, and removal. Any of these steps may be bypassed when the severe nature of the behavior makes a lesser form of discipline inappropriate.

SECTION 1: Informal Discipline

Counseling is a process for dealing with job-related conduct or behavior that does not meet expected and communicated standards. The primary purpose for counseling is to assist the employee to understand a problem or opportunity for improvement exists. While counseling is not recognized as formal discipline, it can be used as a basis to propose formal discipline.

SECTION 2: Disciplinary action includes reprimands, suspensions, demotions, enforced leave situations, and removals. Union representation will be afforded members of the bargaining unit IAW the Weingarten Rule. (See note below)

SECTION 3: Disciplinary action will be timely, and taken only for just cause which will promote the efficiency of the Federal Service.

SECTION 4: In a situation(s) where an employee was given conflicting orders, as long as the last order was followed, Management will review and consider all relevant circumstances pertaining to said orders prior to determining any possible disciplinary action.

SECTION 5: Notices of proposed disciplinary action shall inform the employee of their right to seek Union representation and the name and phone number of the Union President.

SECTION 6: If the Agency wishes to add additional charges or increase the penalty between the time it proposes disciplinary action and when a decision is issued, the Agency will rescind the original proposal and issue a new one, including the new charges if applicable, thus starting the process all over.

SECTION 7:

The Employer agrees to furnish the employee an extra copy of all proposed disciplinary actions and decisions. When given a proposal of disciplinary action, the employee should sign acknowledging receipt of the correspondence, which in no way constitutes an admission of guilt or that the employee agrees with the proposed action. If the employee refuses to acknowledge receipt, the supervisor will annotate the refusal, initial and date, and give the letter to the employee. The employee, in preparing and presenting a reply to the proposed action, may represent themselves or elect representation by the Union or non-Union representative of their choosing. The employee's choice of representative or change in representative must be designated in writing. The deciding official will be given a copy of the employee's written

designation. After the decision has been issued, the employee may represent themselves or be represented by the Union in the grievance procedure. If the affected employee elects to use the statutory appeals procedure, they may designate the Union or other representative of their choice. If the employee elects to be represented by the Union, copies of subsequent correspondence addressed to the employee will be furnished to the Union. Disciplinary actions are not grievable at the proposal stage. The time for grieving such actions begins from the effective date of the action.

(a) The employee shall be given twenty (20) calendar days to respond orally, in writing, or both. The deciding official or their designee may extend the time for reply, provided that both the request and the approval are documented. Such documentation will be provided to both parties (except in cases subject to the crime provision and for furloughs without pay due to unforeseen circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities).

(b) The Employer shall issue a written decision within twenty (20) calendar days after the reply meeting, assuming the availability of the employee to receive service. Request for an extension to this time period will be coordinated in writing with the employee's designated representative (except in cases subject to the crime provision and for furloughs without pay due to unforeseen circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities).

SECTION 8: If disciplinary action is proposed Management will make every effort to initiate disciplinary action within a reasonable time frame. If it is anticipated the proposed action will exceed 45 days, Management will make every effort to keep the Union informed of the time frame.

SECTION 9: Alternative Discipline

a. The Parties agree that in an effort to reduce conflict, increase employee accountability and involvement in the disciplinary process, and to minimize nonproductive administrative official time, the Parties will apply an Alternative to Traditional Discipline (ATD) approach as set forth below. ATD is an optional, nontraditional approach to employee disciplinary/adverse action which provides a variety of both punitive and non-punitive remedial actions.

b. Under ATD, correcting improper behavior becomes a joint effort of both the supervisor and the employee being disciplined. The supervisor, employee, and, if a bargaining unit member is involved, the Union, must initially agree with the alternate "penalty" being imposed. Depending on the seriousness of the offense, such penalties may include reduced suspensions without pay, incrementally served suspensions, attendance in the Army Substance Abuse Program (ASAP), financial restitution, or other mutually agreed upon corrective actions, such as requiring the employee to perform tasks to indicate their understanding and acknowledgement of the offense. All involved Parties will sign a written agreement outlining the "penalties" which will be imposed, the specific penalty for any future misconduct which takes place within a specified time period, and a waiver of the employee's and where applicable, the Union's grievance/appeal rights.

c. Normally, if ATD is to be implemented, the facts or evidence of the matter are clear, and the employee has admitted to the misconduct and is repentant/remorseful. The employee provides input to the supervisor on any factors which should be considered. The ATD agreement is drafted containing a description of the misconduct, normal penalties withheld, actual “penalties” imposed, employee’s promise of proper future behavior, and waiver of appeal/grievance rights.

(1) Nothing in this Article requires the Union to sign any agreement which provides for waiver of its right of appeal or grievance.

(2) Where the Union signs an agreement to waive appeal/grievance rights, that agreement will be enforceable unless the written agreement explicitly sets forth an exception to the waiver language, and any matter not so explicitly accepted will be considered waived.

(3) The employee, the supervisor, the Human Resource Specialist, and the Union (if applicable) sign the agreement. The agreement is placed in the employee’s Electronic Official Personnel Folder (eOPF), Employee Record File, or Adverse Action file as appropriate according to the terms of the ATD agreement.

(4) Where personnel actions are included in the agreement, appropriate Notices of Personnel Action, SF-50s, are prepared.

d. This ATD program will be effective for the duration of the Parties’ current Agreement. Either Party may suggest changes to the ATD program, or the Parties will seriously consider improvements in the program. Any changes will be mutually agreed upon by both Parties. No change shall be effective, however, unless this Article is explicitly modified in writing.

SECTION 10: Alternative to Traditional Discipline (ATD) Procedures

When an employee is officially notified of proposed disciplinary/adverse action, he/she will be informed of the right to reply orally and/or in writing, and of the right to be represented by the Union. The employee will be advised specifically as to the details of the offense for which charged, so as to permit understanding of the charge. The steps of the disciplinary/adverse action process are as follows:

a. Issuing a proposal for disciplinary/adverse action, the supervisor will include in the proposal letter an opportunity to participate in the ATD program or present a rebuttal to the proposal.

(1) The employee or Union representative must notify the designated deciding official of their intent to participate in the program within the ten (10) calendar day response period set for in the proposal letter.

(2) For the employees represented by the Union in disciplinary actions or adverse actions, the Employer will provide the Union with a copy of the file containing the information relied upon for the basis of the action.

b. If the employee chooses not to participate in the ATD program, the employee or their Union representative must respond to the proposal within the response period set forth in the proposal notice letter. The deciding official will issue a decision promptly, ordinarily within 20 calendar days of receiving a response. Additional time may be required to analyze the response and perform additional inquiry to ensure that the appropriate decision is made.

c. If an employee intends to participate in the ATD program, the following applies:

(1) The employee and his/her Union representative will notify the deciding official of their intent within the ten (10) calendar day notice period.

(2) The employee or Union representative will contact the deciding official within five (5) calendar days of giving notice of intent to participate in ATD to arrange a mutual agreeable time frame for the ATD meeting. The meeting will be held with the deciding official, Human Resources advisor, the employee and the employee's Union representative within fifteen (15) calendar days of the day when the employee notifies the deciding official of their intent to participate as described in Section 10a of this Article, above. Either Party has the right to request an automatic five (5) calendar day extension to the fifteen (15) calendar day time frame. The meeting will be held to discuss the various options available under the ATD program. If both Parties cannot agree within the fifteen (15) calendar days to a date for a meeting, the Union will have the opportunity to submit a response to the disciplinary/adverse action before the end of the fifteen (15) calendar day period.

(3) Failure of the employee or his/her Union representative to participate in the ATD meeting during the fifteen (15) calendar day period, or to obtain a mutually agreed extension, will be considered a withdrawal of the request for an ATD.

(4) The deciding official will make a decision on the ATD normally in the ATD meeting. Normally within the (10) calendar days of the meeting, the ATD agreement will be completed.

d. If the employee or the manager does not accept the ATD, the employee or his/her Union representative has ten (10) calendar days to respond to the proposal letter issued by the supervisor. The deciding official will issue a decision promptly, ordinarily within ten (10) calendar days of receiving a reply. Additional time may be required to analyze the reply and perform additional inquiry to ensure that the appropriate decision is made.

e. Time limitations in this Article can be extended for unusual reasons if mutually agreed to by both parties.

SECTION 11: The Agency will provide the Union, in a timely manner, a sanitized copy of all disciplinary/adverse proposals and decisions for bargaining unit employees. The Employer is not obligated to forward decision letters that the Union is in possession of because of representational activity.

SECTION 12: Actions taken as a result of Reduction in Force are not considered disciplinary actions for the purpose of this contract.

NOTE: Weingarten Rights

SECTION 7114 (a) (2) (b) of the Federal Service Labor-Management Relations Statute provides:

An exclusive representative of an appropriate unit shall be given the opportunity to be represented at any examination of any employee in the unit by a representative of the Agency in connection with an investigation if:

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

ARTICLE 25
GRIEVANCE PROCEDURES

SECTION 1: Purpose

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Agency. This is the exclusive procedure for bargaining unit employees in resolving grievances that are within its scope. Every effort shall be made by the Agency and the Union to settle grievances at the lowest level of supervision

- a. A grievance is any complaint within the definition 5 USC 7103 (a) (9).
- b. A grievance may not include any matter as outlined in 5 USC 7121(c)
- c. Grievances may be initiated by employee(s) covered by this Agreement and/or their Union representative or by the Agency. Representation of bargaining unit employees shall be the sole and exclusive right of the Union

SECTION 2: An employee is entitled to representation only by the Union at any stage of the grievance procedure. However, any unit employee may present and process a grievance under this procedure without the intervention of the Union except that only the Union or the Agency may invoke arbitration. If the employee represents themselves, the Union will be given an opportunity to be present at all steps of the grievance process. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within five (5) days of the filing date. The Union will receive a copy of the final grievance decision.

SECTION 3: Where the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution shall be made through the designated Union representative.

SECTION 4: When the grievant and the representative are on the same fixed shift, all steps in the grievance process will be scheduled during that shift unless the Parties mutually agree otherwise. In situations where the grievant(s) and representative are on different work schedules and/or locations, the Parties will make every reasonable effort to schedule all steps in the grievance process to the common work times of the grievant(s) and representative unless the Parties mutually agree otherwise.

SECTION 5: Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. Chapter 71 and this Agreement, in seeking adjustment of grievances. Employees shall be authorized necessary time while on duty to prepare and participate in grievances, including individual or group grievances

SECTION 6: Grievability/Arbitrability Questions

Questions of timeliness may be referred by the grieving party to arbitration as a threshold matter, only if the parties mutually agree to do so. Otherwise, such issues will be combined with the

merits of the case and heard in one proceeding. A question of grievability or arbitrability that is not raised in writing prior to the final step grievance decision is considered to be waived and may not be raised in arbitration.

SECTION 7: Time Limits

a. When the last day of the period provided for filing a grievance or for arbitration falls on a weekend or a holiday, the deadline will be extended to the next workday. When good cause is shown, the time limits for the initial filing of a grievance may be extended when requested and verified in writing during the initial twenty (20) calendar day time limits.

b. Employees who file grievances after time limits have expired will be permitted to show, when in the interest of fairness, why the grievance should not be considered untimely. Requests for extensions of time throughout the grievance process if received in writing by the opposing party before the original deadline expires shall be liberally granted.

c. An employee may file a grievance concerning a continuing practice at any time, on or prior to the twentieth (20th) calendar day after the latest occurrence in the continuing practice or the date the employee became aware of the continuing practice.

SECTION 8: The Union shall be permitted to file group grievances in matters, which affect more than one employee. Each grievant shall be named. In the event of more than one grievance concerning the same issue(s), they may be combined by mutual agreement. The Union may initiate a class grievance upon the request of an employee affected by a grievable matter. Such employee will be the nominal class representative, though the Union will be in charge of processing the grievance.

SECTION 9: A grieving person or party shall have the option to skip the first step of the grievance procedure or to present the grievance to another official besides the one designated to receive the particular grievance involved when it is clear that the first step official does not have the authority to resolve the grievance. In any instance when Management believes a grievant has improperly skipped a step or presented the grievance to the wrong official, Management shall be limited to re-directing the grievance to the step or individual it finds appropriate. In no case may a grievance, otherwise timely, be terminated or denied on the basis of presentation at the wrong step or to the wrong official.

SECTION 10: Employee Grievances

a. Step One: When an employee desires to file a grievance they must, within twenty (20) calendar days from the date of the occurrence of the event giving rise to the grievance, or the date the employee became aware of the occurrence (whichever is later), file a written grievance with their second line supervisor. The written grievance will state the date of the incident, specific information concerning the complaint, and the remedial action sought. The second line supervisor or their designee will conduct a meeting within twenty (20) calendar days after receipt of the grievance. The second line supervisor or their designee will deliver a written decision to the employee and the Union representative within ten (10) calendar days from the date of the hearing. Decisions made by the designated representative will be binding on the appropriate

supervisor(s) and organizations. Requests for extensions of time throughout the grievance process if received in writing by the opposing party before the original deadline expires shall be liberally granted.

b. Step Two: Final Administrative Review. If the step one decision does not satisfy the grievant, a request for final administrative review must be presented in writing to the Commander within ten (10) calendar days following receipt of the step one decision. A meeting will then be held within ten (10) calendar days at which the Commander or his designee will consider such evidence or argument as the grievant wishes to present. The Commander or his designee will review the information presented and render a final written decision on the matter within ten (10) calendar days after receipt of a grievance request to the employee and the Union Representative.

SECTION 11: Employer Grievances

a. If Management is aggrieved by any action of the Union, Management will present the grievance in writing to the Union President within ten (10) calendar days after the occurrence of the event or the date the event is discovered or reasonably should have been discovered.

b. The parties shall meet within ten (10) calendar days to discuss the grievance and the Union President shall render a written decision on the grievance within ten (10) calendar days after the meeting. If Management is dissatisfied with the decision, it may invoke arbitration.

SECTION 12: Union Grievances

a. The Union President will present the grievance in writing to the Commander, within twenty (20) calendar days after the occurrence of the event or the date the event is discovered or reasonably should have been discovered.

b. The parties shall meet within ten (10) calendar days to discuss the grievance and the Commander shall render a written decision on the grievance within ten (10) calendar days of the meeting. If the Union is dissatisfied with the decision, it may invoke arbitration. The Union is not precluded from obtaining relief for employees in Union grievances.

SECTION 13: Grievance Decisions

All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the employee and the Union representative.

SECTION 14: Withdrawal

The Union, acting as the responsible representative of all employees in the bargaining unit, may, at any step of this procedure, withdraw on a nondiscriminatory basis from the grievance.

ARTICLE 26
ARBITRATION

SECTION 1: If the Employer and the Union fail to settle any grievance arising under Article 25, such grievance shall, upon written notice by the party requesting arbitration to the other party, be referred to arbitration. Arbitration of a grievance may be invoked only by the Employer or the Union and does not require the approval of the employee or employees involved.

SECTION 2: Arbitration must be invoked thirty (30) calendar days after receipt of the final grievance decision by the grieving party. Failure to comply with this time limit shall constitute acceptance of the final administrative review decision, and render the issue closed

SECTION 3: Within fourteen (14) calendar days after notification, the invoking party shall request a list of seven (7) names from the Federal Mediation and Conciliation Service (FMCS). Once the list is received by both parties, the parties will have ten (10) calendar days to agree on a date to meet to select the arbitrator. The winner of a coin flip, or any other mutually agreed upon procedure, shall strike the first name off the list. The parties shall alternatively strike until only one name remains. The invoking party shall notify FMCS of the election. The arbitrator shall then contact the parties and schedule a mutually acceptable hearing date. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

SECTION 4: If, for any reason, Management or Union refuses to participate in the selection of an arbitrator, the grieving party may unilaterally select the first name from the panel and that arbitrator shall hear the case. By mutual agreement of the parties, the arbitrator can be requested to hear multiple arbitration cases. The arbitrator shall have the power to consolidate grievances in advance of the hearing.

SECTION 5: The arbitrator's bill will be borne equally by both parties. Should the Arbitrator find that one party is guilty of bad faith in the prosecution or defense of the grievance, the Arbitrator may impose all or part of the fees on the offending party.

SECTION 6: The Arbitrator may award attorney fees to the prevailing party in any case where to do so would be in the interest of justice and where a statute authorizes such an award.

SECTION 7: The Employer and the Union shall share equally the expense for any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

SECTION 8: The Arbitration hearing will be held on the Agency's premises during regular day shift hours of the basic work week. The parties will notify each other of the witnesses to be called at least fourteen (14) calendar days prior to the hearing unless the witnesses are unknown at that time. Employees serving as Union representatives, grievants, and employee witnesses, who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave. If necessary, shifts will be changed to accomplish this. Witnesses will be excused only for the time to participate in the proceeding as a witness and then released back to the work

site. The Union may invite a maximum of two, non-participant stewards, to the hearing for purposes of training as long as their attendance is approved by the supervisor and does not interfere with mission or workload requirements. Official time will be used for this purpose.

SECTION 9: The arbitrator may, upon motion of a party, authorize and supervise pre-hearing discovery procedures. The Federal Rules of Civil Procedures shall be used as a loose model for such discovery. The arbitrator may also upon motion of a party, order interim relief in the nature of a stay to an aggrieved party.

SECTION 10: The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing or in the case of briefs, within thirty (30) calendar days of the mailing of the briefs. The award shall be in writing and shall specifically address each of the points raised by the parties.

SECTION 11: The arbitrator's award shall be binding on the parties. However, either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by appropriate authorities.

SECTION 12: Expedited Arbitration

The parties agree that certain matters are properly handled as expeditiously and as simple as possible. To that end, the parties agree to the following expedited arbitration procedures.

SECTION 13:

After exhaustion of the grievance procedure, the invoking party has the option of utilizing the expedited procedure in the following types of cases:

- a. Suspensions of five (5) days or less
- b. Reprimands, oral and written admonishments.
- c. Disputes regarding overtime.
- d. Disputes regarding procedural aspects of performance appraisals.
- e. All disputes relating to roster applications.

The selection and striking procedure contained in SECTION 3 of this Article shall be used to select an arbitrator for the expedited arbitration.

SECTION 14: For employee grievances processed in this manner, the arbitrator will be requested to convene a hearing within thirty (30) calendar days after his selection. The parties will have the option of arbitrating as many cases as they can in a single day before a single arbitrator. The arbitrator will determine whether all cases brought by the invoking party can be heard on that day. The arbitrator shall deliver his or her written decision within thirty (30) calendar days after the close of the hearing.

SECTION 15: The arbitrator shall bear in mind that expedited arbitration should normally last no more than a single day. The arbitrator shall have full authority to limit each party in the presentation of evidence or witnesses (the federal rules of evidence shall apply). The arbitrator shall endeavor to ensure that neither party is afforded a disproportionate amount of time to present its case or cross-examine.

ARTICLE 27
OFFICIAL TIME

SECTION 1:

Supervisors will grant official time under this Article to Union representatives when the official time is requested unless the use of official time is precluded by mission or workload requirements.

a. Each Union Representative shall be required to inform their first line supervisor of the need to use official time to provide Union representation. Arrangements will be made by the CPAC to process 2nd and 3rd shift employee grievances, etc. when notified by the Union. Release for this purpose will be determined by workload requirements in the representative's organizational element and the amount of time requested to represent. Prior to departing the work-site, each Union representative shall obtain permission and provide their first line supervisor/alternate supervisor with the information required on the Representational Time Sheet which will be maintained by the supervisor.

b. In the event the Union representative cannot be released when requested, the supervisor will arrange a release at the earliest possible time. Upon return, the Union representative will check in with his supervisor and or alternate supervisor. All Union representatives are expected to conform to their assigned organizational element's tour of duty and are required to report to the work site at the beginning and prior to the end of the workday unless prior arrangements have been made with the supervisor.

SECTION 2: To verify eligibility for use of official time for the purpose of this Article, the Union agrees to provide annually, a list of local officers and representatives to Management to be distributed through appropriate channels. The Union agrees to provide Management at least 2 weeks advance written notice of any changes in the above list prior to any activity for the new individual or recognition by Management.

SECTION 3: Official time may be granted under this Article for activities to be performed off the Depot. Such official time will be coordinated with the Labor Relations Officer as soon as the need is known.

SECTION 4:

a. The Union will begin each calendar year with a base of 1980 hours for staffing the Union office full time. It is recognized this allocation is established for the Union President or his designee. The Union President will provide one (1) week advance written notice of the appointed designee. For representational purposes the Union will be allocated 1000 additional hours. This total includes hours used by all other officers and stewards. At such time as 75% of the total 1000 hours have been used, the Union President will meet with the Commander (or his designee) to review the use of official time. If additional hours are requested the Union President will justify the need to the Commander (or his designee). If the request is denied, the Union President may pursue mediation (Federal Mediation & Conciliation Service) services or invoke arbitration proceedings.

b. The Employer will provide the Union with a monthly accounting of the amount of time used during the previous month. If the Union does not submit a disagreement (in writing) within 14 calendar days following receipt, the accounting shall be considered accurate through that period of time.

SECTION 5: When, in the Union's determination it becomes necessary to change or replace any Union official/representative, a transition period may be requested by the Union. The transition for Union officials entering or leaving official time status must be completed within 30 days. The number of hours utilized per day during the transition is subject to mission and workload requirements as determined by Management and will be deducted from the bank of hours.

SECTION 6: The Union will guard against abuse of official time. Each Officer/representative using official time will draw from the approved bank of hours. These hours will be reported using the automated timekeeping system with established operation codes. Hours reported through the system will be consolidated by the Agency and provided to the Union on a monthly basis.

SECTION 7: In the case where any Union representative does not perform enough work to be appraised thereon, he or she will receive service credit for performance in connection with any Reduction in Force as follows. If the Union representative has one or two actual performance appraisals that he or she received for Agency work during the previous four years, he or she will receive service credit for the average of those appraisals. If the Union representative has not received any performance appraisals for Agency work in the previous four years, he or she will receive credit for the modal rating, in accordance with governing regulations. The modal rating is defined in 5 CFR 351.

SECTION 8: Representational activity shall include all legally sanctioned representational functions. Representational activities will not include grievance solicitation, solicitation of membership or activities concerned with internal Union business, such as collection of dues, membership meetings, campaigning for officers, and conduct of elections.

ARTICLE 28
UNION TRAINING

SECTION 1: All Union stewards and officers shall be provided official time to attend training if the training is of mutual benefit to Management and the Union. Examples of training that are of mutual benefit are contract negotiation and administration, grievance processing and information relating to Federal personnel/labor relation's laws, regulations, and procedures. The Union shall have sole discretion in defining training for their organization and in determining who to send to such training. Official time for Union-sponsored training shall be derived from the bank established in Article 27. Official time may be denied only for that part of any training that relates solely to internal Union affairs. In that event, however, Management agrees to grant to the maximum extent practicable annual leave or leave without pay, as the employee requests.

SECTION 2:

The request for official time will be submitted in writing to the Labor Relations Office (CPAC) on behalf of the employees by the Union. The request should normally be submitted 30 days in advance, however, it is understood that circumstances may require a shorter notice period. At a minimum, the request should contain:

- a. Official title employee holds in the Union.
- b. Purpose of the training and why it is needed.
- c. Copy of the agenda of the training session.
- d. Number of hours requested.
- e. Dates for which each employee is to attend the session.

SECTION 3: Management will make timely decisions regarding requests for official time or leave for Union training in advance of the date or dates of the training. Employees will be excused from work to attend Union training unless there are compelling work urgencies. Management will arrange for space, if available, for the Union to conduct training that is of mutual benefit, and there will be no charge for such space.

ARTICLE 29
OFFICIAL FACILITIES FOR THE UNION

SECTION 1: The Agency agrees to furnish the Union with space for an office and furniture for the exclusive use of the Union. Space and basic utilities, including telephone service shall be provided at no cost to the Union. Space and facilities provided will be as a minimum as outlined in AR-1-21, Administrative Space Management. The Union agrees to maintain the furniture and office space in satisfactory condition, normal wear expected. Janitorial services will be provided to the Union Office.

SECTION 2:

Currently, Union space at Tooele Army Depot is approximately 1500 sq. feet and includes:

- a. Multi-function copier.
- b. Phones/Adequate number of Class AA communication lines.
- c. Unique/separate entrance.
- d. Location in an area outside of the secured depot areas.
- e. Heat/Air conditioning.

SECTION 3: The Agency's telephone directory and Staff Directory will contain the name, location and telephone number of the Union office.

SECTION 4: The Union will be given access to adequate parking adjacent to their offices.

SECTION 5: Management will provide the Union (unless already provided) a sign containing the Union logo and local number.

SECTION 6: The Union will be provided Union Bulletin Board space in work areas, either on existing underutilized boards or those provided by Management. The Union and Management will jointly decide placement of the boards.

ARTICLE 30
ACCESS TO BARGAINING UNIT EMPLOYEES

The purpose of this article is to facilitate the Union's duty and obligation to represent all employees within the bargaining unit by:

SECTION 1: Communication Avenues

- a. Union computer to disseminate information to the workforce for feedback via email.
- b. Notification posted on the Aavelin Message system.
- c. Flyers to be posted on bulletin boards by Union representatives.
- d. Public meetings to be hosted by the Union (Union office or other building)
- e. Lunch & Learn within the work areas.
- f. Use of Stewards to disseminate information to workforce.

SECTION 2: With regard to the Union disseminating information to the workforce for feedback on various issues, the Union can use the email system, flyers, and Aavelin message system. Union will write up an email and send to the Labor Relations Office for review before posting on Aavelin or email. Union will notify employees how they can return information to the Union for consideration. Employees may use breaks or lunch time to provide input or schedule an appointment with the Union.

SECTION 3: Lunch & Learns (L&L)

Security Division Access:

The session can be held in the Guard Mount room for the period of time before the shift starts for the oncoming shift personnel, and during the period off going shift personnel would like to spend with the Union. The Union will not be present during guard mount. The Union will notify Management in advance of any L&L.

SECTION 4: Access to Remote Areas

a. Prior to the visit, for all areas on depot accessible by private auto, to include those ammunition areas that are accessible by auto, parking in the designated parking lot, and then proceeding to the building by foot, the Union will contact the area supervisor to alert them they will be in the area, date, and state the purpose. (Update bulletin boards, leave flyers, or solicit employee input, in person or via written input). Arrangements will be made with the supervisor for most convenient time that causes the least amount of disruption, preferably right before lunch or right before quitting time if meeting with employees.

b. For those areas that are not accessible by POV (remote areas of Ammunition Operations or Garrison) the Union will notify the respective Director to request permission to access the remote area by POV giving date(s), time(s) and location(s) and the number of Union representatives/vehicles that will be in the area. Once the request is approved, via email, copy furnished the Chief of Security and Labor Relations, the Security Chief will forward a memorandum to the Ammo Gate for access of the Union Representative(s) POV(s).

ARTICLE 31
COMMITTEE MEMBERSHIP

SECTION 1: If a committee/council is established which directly affects the working conditions of the employees of the bargaining unit or provides services or assistance to employees in the unit, the Union may request in writing to have one member on the committee. If membership is denied, Management will show justification for the denial.

ARTICLE 32
UNION DUES WITHHOLDING

SECTION 1:

Union Dues shall be deducted by the Agency from the employee's pay each bi-weekly pay period when the following conditions are met:

a. The employee has voluntarily authorized such a deduction by executing a Standard Form 1187, Request for Payroll Deduction for Labor Organization Dues.

b. The employee's earnings are sufficient, after all other legal deductions, to cover the amount of the allotment.

c. Section "A" of the allotment form has been completed and signed by the President or the Financial Secretary-Treasurer of the Union, and the form has been received by the servicing payroll office.

SECTION 2: The Union shall be responsible for ensuring that the allotment form is made available to eligible members and shall ensure that the employees are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

SECTION 3: Deduction of dues to the Union shall begin with the first pay period following receipt of a properly completed and signed SF 1187 by the servicing payroll office.

SECTION 4: The amount of Union dues to be deducted each biweekly pay period will be established by the Union. If the amount of dues is changed by the Union, the Employer will be notified in writing by the Union of the new rates and the effective date. The new amount will be withheld effective on the first pay period following receipt of the notice of change to the servicing payroll office or a later date if requested by the Union.

SECTION 5:

An employee's allotment of Union dues shall be terminated the first pay period following the pay period in which any of the following occur:

a. Loss of exclusive recognition by the Union.

b. Assignment of the employee outside of the Union's recognized bargaining unit.

c. Separation of the employee for any reason including death or retirement.

d. Receipt by the Agency of notice that the employee has ceased to be a member in good standing of the Union.

e. Submission of a properly executed SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues in accordance with SECTION 6.

SECTION 6: An employee may initiate action to revoke his/her authorization of Union dues by submitting a SF 1188 to the servicing payroll office in duplicate form. The SF 1188 may be obtained from the Union Office or on line at <http://www.apd.army.mil>. Revocation of dues withholding will be affected on the anniversary date of the employee's election of dues withholding if the properly executed SF-1188 is received by the servicing payroll office on or before the anniversary date. Upon the receipt of any properly executed SF 1188 by the appropriate officials of the Agency, such official shall immediately transmit the duplicate of such form to the Union.

SECTION 7:

The servicing payroll office shall provide the Union a mailed copy of the Employee Organization Dues Report. The report will contain the following information:

a. A list with the name of the Agency and local number which identifies each Union member by name and payroll number on voluntary allotment, and the amount of the allotment deduction made for each member.

b. Each such list shall include the total monetary amount of all such allotment deductions made from the members of the Union together with the total number of such allotment deductions.

c. The servicing payroll office will make every reasonable effort to annotate individual dues with a brief reason why allotments are stopped or modified.

d. The servicing-payroll office will electronically transfer dues withheld biweekly to credit the account of the American Federation of Government Employees, Local 2185.

ARTICLE 33
LAW ENFORCEMENT AND SECURITY

SECTION 1: Definitions

Open Season: Beginning each leave year (as determined by OPM) through 31 January, Security Officers will be allowed to project and request leave for the remainder of the leave year. Security Officers will be notified no later than 1 February of the status of the leave request submitted (approved or disapproved).

Seniority: The date an Officer was last hired in Security Tooele Army Depot. A tiebreaker will be determined by definition of seniority in Article 36.

Forced Overtime: Involuntary overtime assignments ordered by the Employer.

Security Management: The Chief of Law Enforcement & Security or his designee.

SECTION 2: Scheduled Annual Leave

Any forecasted leave for the next leave year, will not be accepted prior to the beginning of the open season.

a. All leave requests submitted during the open season of each year will be considered to have been submitted on the same day. All other annual leave requests will be approved in accordance with Article 9, Leave, Section 1, Scheduled.

b. The number of officers on each shift, that may be granted leave at any one time, will be based on mission and workload requirements. Leave requests denied by Management may be reviewed at a timeframe closer to the requested date. If changes occur that do not create any negative staffing impact, the requested leave may be approved at that time.

c. Annual leave requests for “Prime Time” periods will be submitted during the open season, and will be approved on a rotational basis. Any Security Officer which had a “specific” prime time period off, with the exception of RDOs, will receive last consideration for that “specific” prime time period, regardless of the current shift assignment or the shift which the Security Officer may be assigned to in the future. Any new member of the Law Enforcement and Security Department will be given last consideration (as if they just had it off the previous year). Prime time periods for leave are:

(1) Deer/Elk Hunting seasons (opening two days of general rifle season for each category).

(2) St. Patrick’s Day, Easter Eve/Day, Memorial Day, July 4, July 24, Labor Day, Halloween, Thanksgiving, Christmas Eve/Day, and New Year’s Eve/Day.

d. An Officer who is changing shifts, and has already had leave approved by the supervisor on the shift the Officer is leaving, shall be given reasonable consideration for accommodating the original leave schedule by the new supervisor, as long as other Officers on the new shift assignment are not adversely affected.

SECTION 3: Uniforms and Standards of Appearance

a. Uniforms and Standards of appearance will be as outlined in AR 190-56 and LESD SOP 5-8. Officers are authorized to wear Length of Service and small Union pins on the right breast pocket flap.

b. Uniform allowance:

(1) The maximum annual amount permissible by OPM or DoD for uniform replacement, maintenance and repair will be paid. Guards will be required to maintain their own uniforms to comply with the uniform standard operating procedures.

(2) Upon a change in established uniform or component, the uniform will be provided at no cost to the Security Officer or funds equal to new issue allowance will be provided to each Security Officer to purchase such uniform item(s).

(3) Management agrees to issue at local expense, cold weather gear to include snow boots, coats, gloves and hats.

SECTION 4: Lunch Periods

a. Lunch periods for Security Officers are considered “Hours of Work” for pay purposes and must be spent within the area of work assignment unless properly relieved.

b. Twenty (20) minutes of duty time will be allowed for officers to eat lunch in each eight (8) hour duty period, to include overtime duty periods. The allowed twenty (20) minute lunch period shall be subject to duty requirements as determined by shift supervisor.

c. Officers will be permitted to purchase lunch from available vending facilities, as duty requirements allow.

d. Break/kitchen areas will not be restricted from use by officers desiring to eat their lunch.

e. Adequate cooking and refrigeration facilities will be provided for use by Security Officers assigned to Bldg. 1252 and AG-1. The facilities and immediate area will be cleaned and maintained by officers utilizing the equipment immediately after use and prior to the Officer leaving the facility. Officers eating lunch in government vehicles will be responsible for removing all garbage from the vehicle and cleaning spills at the end of the shift prior to turning in the vehicle.

SECTION 5: Regular Day Off (RDO) and Shift Assignments (SA)

a. Officers will be provided an “Open Season” to bid for their (RDO) and (SA) for the following leave year using seniority as the basis for assigning the desired RDO/SA. The most senior officer will be given first consideration for RDO/SA. As a matter of policy, Officers will not be required to rotate shifts during the course of the calendar year.

b. RDO/SA will become effective on the first day of the first full pay period each leave year. Bids for RDO/SA will be submitted to the supervisor during the period of 1 November through 30 November. Bids for RDO/SA will be kept on file by Security Management for a period of one (1) year.

c. Bids for RDO/SA, which were not honored initially because of seniority restrictions, will be honored during the course of the calendar year, as openings on the respective shifts become available. Assignments to openings will be honored based on initial bids. Denials will be justified in writing to the affected Officer(s) by Security Management.

d. Competitive bidding for RDO/SA will take place between designated grades/job descriptions for Officers as outlined in items (1) and (2) below:

(1) GS-06 Security Guards will compete as a group.

(2) GS-07 Lead Security Guard (Desk Sergeant)

e. Officers may request to trade RDO/SA on a permanent/temporary basis provided the request is addressed to Security Management in writing, specifies the reasons for the trade being necessary, and the request is signed by the affected officers. Permanent/Temporary trades may be granted at the discretion of Security Management. Denials will be justified in writing to the Security Officers.

SECTION 6: Hours of Work

a. The established workweek for Security Division is five (5) days, forty (40) hours per week. Starting and ending times for respective shifts in Security Division are:

1- Day shift: 0800-1600 hours

2- Swing Shift: 1600-2400 hours

3- Graveyard: 0001-0800 hours

b. Officers will be expected to be fully equipped (vest, weapons, with vehicle preventative maintenance check service) conducted prior to guard mount. Guard mount will begin 15 minutes after the start of each shift.

c. Officers may be required to change their hours of work on a temporary basis, as necessary, to obtain physical examination, training, or special assignments required by the

Agency. Officers will be notified of any change in their hours of work as soon as reasonably possible.

d. Time spent by officers while under supervision of Security Management for guard mount inspection, issue and turn in of weapons and equipment, and to receive and pass on orders, instructions and information shall be considered hours of work for pay purposes. Security Officers will be required to relieve guards coming off shift in a timely manner and avoid any unnecessary delays in doing so. Security Officers coming off shift will also be required to turn in all equipment without undue delay. To accomplish shift change duties, Officers will be compensated overtime in six (6) minute increments beyond the end of their shift.

SECTION 7: Duty Assignments

a. Security Officers may mutually agree to trade assigned post/patrols using the following procedures:

(1) The mutual trade is agreed to by both parties.

(2) The trade is communicated to the shift supervisor ahead of the start of the assigned shift, and not prior to the posting of the next work day wall schedule. Trades requested after the start of the shift may be denied.

(3) The trade is annotated on the daily wall schedule, with both parties initialing their concurrence. All documentation will be changed to accurately reflect the final work assignments.

(4) Mutual trades are contingent upon current mission, FPCON, and risk assessments. Management retains the right to assign work based on known needs and mission requirements.

b. Security Management will rotate Security Officers through posts/patrols so that all Security Officers have been rotated through and worked an equal/proportional amount of available fixed posts and mobile patrols to ensure continuity of mission knowledge and predictable work assignments scheduled by the Agency as follows:

(1) All rotations will be accurately tracked in accordance with the leave year. The Agency will continue to schedule and post work assignments, equitably rotating all persons through applicable posts and patrols based on job position.

(2) Work assignments based on job position are defined as:

(a) Fixed posts: gates (access control points) or duty assignments (i.e., site-guard), which requires an Officer to remain at one site during the course of a routine duty day without the ready ability to leave under normal circumstances or proper relief.

(b) Mobile patrols: any patrol assignment which, based on the nature of the duties and defined patrol area, allows an officer to move readily and freely under normal circumstances within a defined patrol area via vehicle or on foot.

c. Armor positions will be filled with qualified volunteers when possible.

d. Security Officers entering on duty during the course of the calendar year will be placed on their respective RDO/SA approximately six (6) weeks after starting employment at TEAD. It is understood that Security Officers who may already be trained within the Department of Army Security Field may be placed on their respective RDO/SA at the discretion of Management when it has been determined they are ready for assignment based on background experience, training, etc.

SECTION 8: Volunteer and Forced Overtime

a. The Agency will project overtime requirements for the security force as far in advance as possible.

b. All overtime will be assigned on a rotational basis, first to the qualified Officer with the least amount of overtime hours accumulated. If qualified Officers have the same number of overtime hours, seniority will be the deciding factor, with the senior qualified Officer being offered the first opportunity to work volunteer overtime, and the least senior Officer being assigned ordered overtime.

c. Each shift supervisor will maintain a roster by grade and seniority, showing the number of overtime hours worked/offered to each Officer. The roster will be posted in an accessible but controlled location for review by Officers.

d. The volunteer overtime list will be the first means of offering overtime. To be considered for volunteer overtime, a qualified Officer must put his name on the volunteer overtime list maintained for each shift indicating when they are available for overtime work. Should a qualified Officer desire to add or delete their name on the volunteer overtime list, but cannot gain access to it, the Officer must request an available supervisor to make the entry/deletion. In the event of an immediate and unforeseen need to fill an overtime requirement, the Agency will contact employees on the volunteer list to include contacting volunteers at home. One call will be made and if there is no answer, the on duty supervisor will continue through the list of volunteers until the shortage is either staffed or declined.

e. Only a qualified Officer whose name appears on the volunteer overtime list will be assigned hours on the roster as "Declined" for failure to report (without a valid reason) for volunteer overtime, or for refusing volunteer overtime offered.

f. Failure to report for scheduled volunteer overtime without a valid reason may be the basis for disciplinary action. Officers who call in sick for their regularly assigned shift and are signed up for volunteer overtime on the same date, will not be considered for the volunteer overtime until the employee has returned to duty. Volunteer overtime lists will be kept on file by the supervisor until the end of each leave year.

g. In order to meet minimum staffing requirements and prevent ordered overtime, Officers will call in as soon as possible but no later than one (1) hour prior to the start of the shift

to contact the on-duty supervisor when it is known by the Officer they will not be reporting to work for their regularly scheduled shift or a scheduled overtime shift. Only the specific supervisor in the appropriate area on duty shall be designated as an alternate for emergency annual/sick leave approval.

h. When a staffing shortage is known the on-duty supervisors will attempt to staff the shortage with the volunteer overtime list, to include contacting volunteers at home. After using the volunteer list, shift supervisors will offer the overtime to on-duty qualified Officers. If no volunteers are available, the supervisor may assign a qualified Officer from the off going shift to work forced overtime. The Officer being forced to work overtime cannot be “bumped” out of the overtime by a volunteer. The officer who is being forced may relinquish the overtime to a volunteer if they choose to do so. Officers who volunteer to work forced overtime will be credited with the forced overtime hours on the roster.

i. Qualified Officers working volunteer overtime on a shift, while on their regular day off (RDO) will not be required to work forced overtime on the immediately following shift, unless no other qualified Officer is available.

j. Officers will not be forced to work overtime 24 hours prior to scheduled leave of one day or more, or leave in conjunction with their RDO, unless no other qualified Officer is available.

k. All hours posted on the roster will revert to zero (0) hours on the first day of the first full pay period of each Leave Year to coincide with the effective date of the RDO/SA change. Newly hired Officers and Officers returning to duty after being out of uniform for any reason for thirty (30) days or more will be credited with the average in each category listed on the roster in their assigned area.

ARTICLE 34
FIREFIGHTERS

SECTION 1: Tour of Duty and Hours of Work

a. The basic tour of duty for firefighters shall consist of 144 hours per pay period. The work schedule consists of 48 hours on and 72 hours off with a period of 48 hours on and 48 hours off in the same pay period. The shift will commence at 0700 hours and will include 8 hours working time, 8 hours sleeping and eating time, and the remaining 8 hours will be standby time within the confines of the Fire Station. Firefighters will report for each tour of duty to their respective duty stations, i.e., Bldg. 8 TEAD, or Bldg. 5010 TEAD-South.

b. Firefighters may be required to change their hours of work on a temporary basis as necessary to obtain physical examinations, training, or special assignments required by the Employer. Notification of any temporary change in hours of work will be provided to the affected employee a minimum of two weeks in advance. Should employment conditions preclude a two-week advance notice, employees will be notified as soon as reasonably possible. Firefighters may be required to use personal vehicles when a change of duty, i.e. full shift change, between TEAD and TEAD South is required after reporting to work. Firefighters will be in an authorized "duty" status, during transit, when this situation occurs.

c. The Employer agrees to permit pursuance of reasonable hobbies by firefighting personnel while on standby duty, and other nonproductive time that does not conflict with the mission. The Employer reserves the right to determine what is considered a reasonable hobby and to designate appropriate areas in which to perform them.

d. Light duty, as available, will be utilized on a case-by-case basis.

e. Work Group requests will be open for bid for the first two weeks of December every calendar year. Firefighters will list their first seven choices and submit to Management prior to the 15th of December. Management has the right to assign work groups to ensure proper coverage, but will take into consideration firefighter's wishes according to seniority (as defined in this contract). Management will notify all firefighters of their respective work group a minimum of two weeks prior to the expected date of the changes. (Work groups consist of 7 groups 1-7, with an a/b schedule).

SECTION 2: Rosters

a. The overtime roster will be utilized to keep track of all overtime worked within the Fire Department. The roster will be zeroed out on the first day of the first full pay period each calendar year.

b. Upon assignment of a new employee to the Fire Department, the employee will be entered on the established roster by seniority and given the average number of hours on the roster.

c. When an employee is absent or unavailable for work for any reason (official or unofficial) for any period of 30 continuous days or more, the employee will be entered on the roster by seniority and given the average number of hours on the roster.

d. Call back overtime will be maintained on the overtime roster. The call back firefighter will be entitled to a minimum of 2 hours overtime.

SECTION 3: Overtime

a. Overtime shall be distributed on a fair and equitable basis to all employees with the required knowledge, skills, and ability as may be necessary to accomplish the work within the Fire Department. The Employer agrees that overtime assignments to employees will be distributed according to established procedures among the available qualified employees of the Fire Department based on mission and workload requirements.

b. In the event of shortage of personnel due to leave or illness, and if there is less than two (2) hours before the start of the shift, the overtime will be offered to the employee who is currently on duty with the least amount of overtime hours according to the roster. If all employees on duty decline the overtime, the employee with the least amount of overtime will be forced to remain for the duration of the overtime (NTE 24 hours). Firefighters on forced overtime will be responsible for finding volunteers to take the forced overtime for them, if they so desire.

c. When a staffing shortage is known at least two (2) hours prior to the start of the next shift, the on-duty supervisor will make every attempt to staff the shortage with the Overtime Calendar, to include contacting volunteers at home. One call will be made and if there is no answer, the on duty supervisor will continue through the list of volunteers until the shortage is either staffed or declined. After using the Overtime Calendar, shift supervisors will offer the overtime to the on-duty qualified firefighter with the least amount of overtime hours. If all employees on duty decline the overtime, the qualified employee with the least amount of overtime will be forced to remain for the duration of the overtime (NTE 24 hours). The firefighter who is being forced may relinquish the overtime to a volunteer if they choose to do so. Firefighters on forced overtime will be responsible for finding volunteers to take the forced overtime for them if they so desire. Firefighters designated to work forced overtime will be notified as soon as possible prior to the start of the overtime. Firefighters will not normally be forced to work overtime on two consecutive days off unless necessitated by mission or workload requirements.

d. When a staffing shortage is known at least forty eight (48) hours prior to the start of the next shift, the on-duty supervisor will staff the shortage with the Overtime Calendar, to include contacting volunteers at home in the same manner as indicated in (c) above. To be considered for volunteer overtime, a firefighter must put their name on the Overtime Calendar at both stations along with the number of hours they will work. Failure to put hours on the Overtime Calendar indicates employee will work any hours available. Anyone wanting to have their name added or removed from the Overtime Calendar will have it added or removed by a chief officer or an on-shift Captain. The Overtime Calendar will have a close out time of 0700 hours (48 hours prior to the overtime scheduled). That overtime will then be awarded and placed

on the Time Keeper Shared Folder. After the 48 hours has expired, firefighters can then add their name to the Overtime Calendar for any unknown overtime within the 48 hours prior to the shift.

e. Overtime will be offered on a rotational basis, first to the most senior person with the least amount of overtime hours accumulated. If firefighters have the same number of accumulated overtime hours, seniority will be the deciding factor. In the event no firefighter elects to work, the least senior firefighter with the least amount of accumulated overtime hours will be required to work. When any overtime event occurs and all volunteers have been exhausted, a supervisor may work the overtime rather than forcing another firefighter to work.

f. If an employee was in a sick leave status (regardless of duration) on his most recent previous shift, Management is not obligated to contact that employee regarding overtime until the employee has returned to a duty status.

g. When a firefighter has approved scheduled leave, and Management has awarded overtime to cover the absence, the firefighter must give cancellation notice to the officer in charge 24 hours prior to the scheduled leave or relinquish his right to the shift. Overtime hours may be relinquished upon mutual agreement of the affected firefighters.

SECTION 4: Leave

a. Firefighters will be provided an “Open Season” period from 1 January through 15 January of each year to submit annual leave requests. Annual leave requests will be submitted on TEAD Form 2876-R (Leave Calendar). All requests submitted during this period will be considered to have been submitted on the same day.

b. All firefighters submitting for leave during the “Open Season” period each year will be notified no later than 1 February of each year as to the tentative status of the leave request submitted (approved or disapproved). Management retains the right to cancel leave according to mission/workload requirements. If leave is disapproved during the open season, the reason for disapproval will be annotated and returned to the firefighter. Disapproved requests submitted during open season will receive first consideration for approval if the day (or period) requested becomes available during the calendar year.

c. Annual leave requests submitted after 15 January of each year will be submitted in duplicate on a OPM FORM 71. One copy of the OPM FORM 71 will be provided to the firefighter upon approval/disapproval of leave.

d. Unscheduled annual leave will be submitted on an OPM FORM 71 at least 48 hours in advance of the requested annual leave. Management will notify the firefighter of the approval or disapproval within 24 hours after submission of the OPM FORM 71.

e. In the case of identical requested leave dates, seniority will be the deciding factor in leave approval, with the most senior firefighter receiving first consideration.

f. In the event that firefighters cannot obtain approval for annual leave due to minimum staffing requirements, they will be permitted to trade/exchange work day (24 hour shifts) with equally or higher qualified co-workers. This must have the approval of the Chief, Assistant Chiefs, or delegated authority. The change must take place within the pay period in order to maintain the 144 hours of work.

g. A firefighter who is changing groups and has already had his/her leave approved by the supervisor of the group they are leaving shall be given reasonable consideration for accommodating their original leave schedule by the new supervisor. In the event of identical requested leave dates, the provisions of paragraph (e) apply.

h. Annual leave requests for “Prime Time” periods will be submitted during the open season, and will be approved on a rotational basis. Any firefighter which had a “specific” prime time period off, with the exception of RDOs, will receive last consideration for that “specific” prime time period until all other firefighters have been given the opportunity for that “specific” prime time period, regardless of the current shift assignment or the shift which the firefighter may be assigned to in the future. Any new member of the Fire Department will be given last consideration (as if they just had it off the previous year). Prime time periods for leave are:

(1) Deer/Elk Hunting seasons (opening two days of general rifle season for each category).

(2) St. Patrick’s Day, Easter Eve/Day, Memorial Day, July 4, July 24, Labor Day, Halloween, Thanksgiving, Christmas Eve/Day, and New Year’s Eve/Day.

i. In order to meet minimum staffing requirements and avoid unscheduled overtime, firefighters will call in at the earliest possible opportunity but should call no later than one (1) hour prior to the start of the shift to contact the on shift supervisor and request emergency annual or sick leave. It is understood that the on shift supervisor may grant emergency annual/sick leave upon request of the firefighter. If a question arises concerning the approved leave, the immediate supervisor will make the final determination on approval/disapproval.

SECTION 5: Uniforms and Standards of Appearance

a. The bulk or length of hair to include facial hair shall not interfere with the wearing of headgear or protective mask as determined by the respirator fit test. Hair will be neatly groomed and will not present an extreme, ragged or unprofessional appearance. Hair will not be dyed any unnatural colors. Handlebar mustaches, goatees, and beards are not authorized.

b. Hair ornaments will be transparent or natural hair color and will not interfere with the wearing of headgear or protective masks. Makeup and nail polish will be conservative and compliment the uniform.

c. Firefighters are not authorized to wear tongue or nose rings, nor are they authorized any other form of facial piercing. A single stud/pin may be worn, one in each ear. Stud/pin must be tasteful and not distract from uniform appearance. Firefighters are authorized to wear Length of Service and small Union pins on the right breast pocket flap.

d. Uniform:

(1) The maximum annual amount permissible by OPM or DoD for uniform maintenance and repair will be paid. Firefighters will be required to maintain their own uniforms to comply with the uniform Standard Operating Guidelines.

(2) Upon a change in established uniform or component, the uniform will be provided at no cost to the firefighter or funds equal to new issue allowance will be provided to each firefighter to purchase such uniform item(s).

SECTION 6: Training

Training can be requested by the firefighters in writing through the Training Officer. The request will be approved or disapproved only by the Chief or Deputy Chiefs. Training considerations will be based on mission and workload requirements and necessity and relativity to the firefighter's job description.

SECTION 7: Vehicle Usage

Fire Department use of Government vehicles will be in accordance with AR 58-1 or approved exception.

SECTION 8: Seniority will be as defined in Article 36, Definitions, of this contract.

ARTICLE 35
GENERAL PROVISIONS

SECTION 1: The words “he”, “him”, or “his” when used in this agreement represent both the masculine and feminine genders.

SECTION 2: The Union and the Employer will make every effort to ensure that the provisions of the Agreement are followed.

SECTION 3: In an effort to promote the ongoing Labor-Management relationship, the Employer will extend invitations to the Union, as appropriate, for participation in such activities as staff meetings, VIP visits, and other protocol activities of the depot.

SECTION 4: The Employer agrees to notify the Union in advance of any general personnel program reviews to be conducted in the bargaining unit by the Office of Personnel Management or higher headquarters within the Department of Defense.

SECTION 5: The Employer and the Union mutually agree to cooperate to the fullest extent to encourage employees to participate in those charities and similar drives which the Federal Government endorses. However, in no instance shall the Employer or the Union exercise pressure on any employee to contribute to a charity.

SECTION 6: When an employee identifies work performance, attendance or conduct matters that require personal assistance, the employee will be offered the services of the Employee Assistance Program (EAP).

SECTION 7: Employees will report to work ready, willing, and able to perform the official duties. Employees are to be free from alcohol and/or illegal drugs.

SECTION 8: The Employer shall bear the responsibility and cost for printing copies of this Agreement. The Agency shall furnish the Union with a supply of one copy per Union officer plus 100 additional copies of the Agreement and make the contract accessible to the bargaining unit via the TEAD Intranet. The Union may request additional copies if needed.

ARTICLE 36
DEFINITIONS

The following definitions will be used in conjunction with this agreement:

Agency/Employer

Tooele Army Depot (TEAD)

U.S. Department of the Army, Army Contracting Command (ACC) Tooele Army Depot, Contracting Office.

Organizational Element:

Any group of employees where a first line supervisor is assigned or where an employee is assigned to oversee a specific group of employees on a daily basis for a long-term period (60 days or longer).

Loan:

A loan is the temporary assignment of an employee to a different organizational element while working under the same job description.

Detail:

A temporary assignment of an employee to a different position or set of duties other than those described in the employee's official job description, for a specified period, with the employee returning to their regular duties at the end of the prescribed detail.

Days:

Calendar days unless otherwise specified. In computing time limits, the day following the date an action was taken, a discussion is held, or receipt/delivery of any correspondence will be considered the first day.

Tour of Duty:

Basic work week (scheduled work days).

Hours of work:

Scheduled shift hours (day shift, swing shift, graveyard shift)

Acceptable Medical Certification:

A written statement signed by a medical practitioner specifying:

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

(2) The specific period of time the employee was incapacitated or undergoing examination or treatment.

Seniority:

Unless otherwise specified in this agreement, seniority is based on the service computation date as recorded on an SF-50 in the employee's electronic official personnel folder (eOPF). In the case of matching service computation dates, the last number of the social security number will be used to determine seniority (lowest to highest, with lowest having the first seniority).

New Employee:

Any employee assigned to the Agency for the first time regardless of origin.

Group Grievance:

Any grievance filed by more than one employee, which pertains to members of a specified group. Only members of the specified group may benefit from the remedy.

Class Grievance:

Any grievance filed by one or more employee(s), which may benefit any number of employees as a result of the remedy.

Compelling Work-related Requirement:

Any action which may have an adverse impact on the mission.

Year:

The term "year" is defined as the first full pay period of each new calendar year as outlined by the Office of Personnel Management (OPM).

Emergency:

An unforeseen circumstance that requires immediate attention.

Formal Meeting:

Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

ARTICLE 37
EFFECTIVE DATE AND DURATION OF AGREEMENT

SECTION 1: Effective Date

a. This agreement shall be subject to the approval by the Defense Civilian Personnel Advisory Service (DCPAS) who shall approve the agreement within 30 calendar days from the date the agreement is executed if the agreement is in accordance with the provisions of the Statute and any other applicable law, rule or regulation (unless an exception to the provision has been granted).

b. If the Defense Civilian Personnel Advisory Service does not approve or disapprove the agreement within the 30 day period, the agreement shall take effect and shall be binding on the Employer and Union subject to the provisions of the Statute.

c. After approval by DCPAS or the expiration of the above 30 day period, the agreement shall be signed by the President, AFGE Local 2185 and the Commander, Tooele Army Depot. It is mutually agreed that a period of thirty (30) calendar days from date of approval will be recognized as necessary to permit implementation by both parties.

SECTION 2: Duration

This Agreement shall remain in full force and effect for three (3) years from its effective date. This Agreement shall automatically renew itself from year-to-year thereafter.

SECTION 3: Renegotiation

a. If either party desires to renegotiate any terms of this Agreement, it will furnish written notice to the other party, identifying the Articles that it wishes to change, not more than one hundred and twenty (120) or less than ninety (90) days prior to the expiration date.

b. In the event such notice is given by either party, the parties will begin negotiating ground rules for the new negotiations within thirty (30) days from the date of receipt of notice. If negotiations are not completed by the anniversary date, the Agreement will be automatically extended until a new agreement is negotiated.

SECTION 4: Reopener

Either party may propose negotiations during the term of this Agreement to reopen, amend, or modify this Agreement.

SECTION 5: Amendments and Modifications

This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of this Agreement.