

1                   LABOR MANAGEMENT  
2                   AGREEMENT  
3  
4           CORPUS CHRISTI ARMY DEPOT

5  
6                                   AND

7  
8                   AMERICAN FEDERATION  
9                   OF  
10           GOVERNMENT EMPLOYEES

11  
12                                   AFL-CIO LOCAL 2142

13  
14  
15  
16                                   EFFECTIVE:

17  
18                                   28 September 2018

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14		





1 statutory protection of the right of  
2 employees to organize, bargain  
3 collectively, and participate through  
4 labor organizations of their own  
5 choosing in decisions which affect  
6 them -

7  
8 a. Safeguards the public interest,

9  
10 b. Contributes to the effective  
11 conduct of public business, and

12  
13 c. Facilitates and encourages the  
14 amicable settlements of disputes  
15 between employees and their  
16 Employers involving conditions of  
17 employment; and

18  
19 Whereas, the public interest demands  
20 the highest standards of employee

1 performance and the continued  
2 development and implementation of  
3 modern and progressive work  
4 practices to facilitate and improve  
5 employee performance and the  
6 efficient accomplishment of the  
7 operations of the government.

8  
9 Therefore, labor organizations and  
10 collective bargaining in the civil  
11 service are in the public interest.

12  
13 Whereas, the well-being of employees  
14 and efficient administration of the  
15 government are benefited by  
16 providing employees an opportunity  
17 to participate in the formulation and  
18 implementation of personnel policies  
19 and practices affecting the conditions  
20 of their employment; and

1 Whereas, the participation of  
2 employees should be improved  
3 through the maintenance of  
4 constructive and cooperative  
5 relationships between labor  
6 organizations and management  
7 officials; and

8  
9 Whereas, subject to law and the  
10 paramount requirements of public  
11 service, effective labor-management  
12 relations within the federal service  
13 require a clear statement of the  
14 respective rights and obligations of  
15 labor organization and agency  
16 management.

17  
18 Now, therefore, with the foregoing in  
19 mind, the Union and the Employer, in  
20 order to advance the mission of

1 CCAD and well-being of CCAD  
2 employees, enter into this Agreement  
3 which, together with any amendments  
4 or modifications agreed to, shall  
5 constitute the sole negotiated  
6 agreement between the Employer and  
7 the Union.

8  
9 It is the purpose of this Agreement to  
10 prescribe certain rights and  
11 obligations of the employees and of  
12 the Employer, and to establish  
13 procedures that are designed to meet  
14 the special requirements and needs of  
15 the Employer. The provisions of the  
16 Agreement should be interpreted in a  
17 manner consistent with the  
18 requirements of an effective and  
19 efficient Employer.

1                                   ARTICLE 1  
2                   RECOGNITION AND UNIT  
3                   COVERAGE  
4

5   SECTION 1. The Employer  
6   recognizes the Union as the exclusive  
7   bargaining representative of all  
8   employees in the Unit as defined in  
9   Section 2 of this Article. The Union  
10   recognizes the responsibility of  
11   representing the interests of all  
12   employees in the Unit without  
13   discrimination and without regard to  
14   labor organization membership with  
15   respect to grievances, personnel  
16   policies, practices, procedures and  
17   other matters affecting their  
18   conditions of employment.  
19

20   SECTION 2. The recognized Unit is:

1 a. All non-supervisory Wage Grade  
2 employees employed in the Corpus  
3 Christi Army Depot, Corpus Christi,  
4 Texas, and in the Test Measurement  
5 Diagnostic Equipment (TMDE).  
6

7 b. All nonprofessional GS  
8 employees employed by the Corpus  
9 Christi Army Depot, the AMC  
10 Research Development &  
11 Engineering CMD (REDEC), and the  
12 Test Measurement Diagnostic  
13 Equipment (TMDE), at Corpus  
14 Christi, Texas.  
15

16 c. All professional employees  
17 employed by the Corpus Christi Army  
18 Depot and the AMC Research  
19 Development & Engineering CMD  
20 (REDEC), at Corpus Christi, Texas.

1 d. All non-professional GS  
2 employees employed by the U.S.  
3 Department of the Army, Army  
4 Contracting Command (ACC)  
5 AMCOM Contracting Center, Corpus  
6 Christi Army Depot, Contracting  
7 Office

8  
9 SECTION 3. The following  
10 personnel are not included in the Unit:

11  
12 All those employees covered by  
13 exclusive recognition with other  
14 organizations within the Depot,  
15 management officials, employees  
16 engaged in Federal personnel work in  
17 other than a purely clerical capacity,  
18 confidential employees, supervisors  
19 as defined, and temporary employees

1 whose appointments do not exceed  
2 seven hundred (700) hours.

3

4 SECTION 4. If not expressly stated  
5 in any particular provision of this  
6 Agreement, it is understood that all  
7 employee rights and benefits are  
8 limited to the bargaining unit.



1 ARTICLE 2  
2 RESTRICTIONS OF LAW,  
3 REGULATIONS, AND  
4 EXECUTIVE ORDERS  
5

6 It is agreed and understood by the  
7 Employer and the Union that, in the  
8 administration of all matters covered  
9 by the Agreement, officials and  
10 employees are governed by existing  
11 or future laws and the regulations of  
12 appropriate authorities, by published  
13 agency policies and regulations in  
14 existence at the time the Agreement  
15 was approved; and by subsequently  
16 published agency policies and  
17 regulations required by law or by the  
18 regulations of the appropriate  
19 authorities, or authorized by the terms

- 1 of a controlling agreement at the
- 2 higher agency level.



1           (2) in accordance with  
2 applicable laws--  
3

4           (a) to hire, assign, direct,  
5 layoff, and retain employees in the  
6 agency, or to suspend, remove, reduce  
7 in grade or pay, or take other  
8 disciplinary action against such  
9 employees:  
10

11           (b) to assign work, to make  
12 determinations with respect to  
13 contracting out, and to determine the  
14 personnel by which agency operations  
15 shall be conducted:  
16

17           (c) with respect to filling  
18 positions, to make selections for  
19 appointments from--  
20

1 (i) among properly ranked  
2 and certified candidates for  
3 promotions; or

4  
5 (ii) any other appropriate  
6 source; and

7  
8 (d) to take whatever actions  
9 may be necessary to carry out the  
10 agency mission during emergencies.

11  
12 b. Nothing in this section shall  
13 preclude any agency and any labor  
14 organization from negotiating-

15  
16 (1) At the election of the  
17 agency, on the numbers, types and  
18 grades of employees or positions  
19 assigned to any organizational  
20 subdivision, work project, or tour of

1 duty, or on the technology, methods,  
2 and means of performing work;

3  
4 (2) procedures which  
5 management officials of the agency  
6 will observe in exercising any  
7 authority under this section; or

8  
9 (3) appropriate arrangements for  
10 employees adversely affected by the  
11 exercise of any authority under this  
12 section by such management officials.

13  
14 SECTION 2. The right to make  
15 reasonable rules and regulations shall  
16 be considered an acknowledged  
17 function of the Employer. In making  
18 rules and regulations relating to  
19 personnel policy, procedures,  
20 practices and matters of working

1 conditions, the Employer shall be  
2 governed by the obligations imposed  
3 by Chapter 71 of Title 5 of the U.S.  
4 Code and responsibilities outlined in  
5 this Agreement.

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20

1                                   ARTICLE 4  
2                   EMPLOYEE RIGHTS AND  
3                   OBLIGATIONS  
4

5   SECTION 1. Employees have the  
6   right, freely and without fear of  
7   penalty or reprisal, to join and assist  
8   the Union or to refrain from such  
9   activity. The right of such employees  
10  shall be recognized as extending to  
11  participation in the management of  
12  the Union and acting for the Union in  
13  the capacity of a representative,  
14  including presentation of its views to  
15  officials of the Executive Branch, the  
16  Congress, or other appropriate  
17  authority. The Employer agrees to  
18  take action by once-a-year Depot-  
19  wide announcement to assure that



1 employees are apprised of their rights  
2 under this Section.

3  
4 SECTION 2. Nothing in this  
5 Agreement shall require an employee  
6 to become or to remain a member of  
7 the Union, or to pay money to the  
8 Union except pursuant to a voluntary,  
9 written authorization by a member for  
10 payment of dues through payroll  
11 deductions.

12  
13 SECTION 3. It is understood and  
14 agreed that neither Management nor  
15 the Union shall interfere with,  
16 restrain, or coerce an employee in the  
17 exercise of his rights as assured by  
18 Chapter 71 of Title 5 of the U.S.  
19 Code.

1 SECTION 4. Notice of right to  
2 request Union representation.  
3

4 a. In accordance with the Statute,  
5 employees have the right to request  
6 Union representation at an  
7 examination by a representative of the  
8 Agency in connection with an  
9 investigation, if the employee believes  
10 the examination may result in  
11 disciplinary action. Section 7114(a)2  
12 of the Statute states that an exclusive  
13 representative of an appropriate unit  
14 in an agency shall be given the  
15 opportunity to be represented at--  
16

17 "(B) Any examination of an  
18 employee in the unit by a  
19 representative of the Agency in  
20 connection with an investigation if--

1           (i) the employee reasonably  
2 believes that the examination may  
3 result in disciplinary action against  
4 the employee; and

5  
6           (ii) the employee requests  
7 representation.”

8  
9       b. When an employee requests  
10 Union representation, the questioning  
11 official may not continue the  
12 questioning of the employee without  
13 providing the Union an opportunity to  
14 be represented or the questioning may  
15 be discontinued. When an employee  
16 or the Union representative requests  
17 consultation prior to an investigatory  
18 interview, time will be allotted for  
19 such conference so that the  
20 representative can become familiar

1 and accurately elicit facts relating to  
2 the issue. The amount of time granted  
3 will depend on such factors as the  
4 amount of notice given prior to the  
5 investigatory interview and the  
6 complexity of the issues.

7  
8 SECTION 5. Delegation of authority  
9 of alternate supervisor to act during  
10 the brief absence of the first line  
11 supervisor shall be posted in a  
12 conspicuous place for affected  
13 employees. This posting will include  
14 responsibilities for leave  
15 request/approval. In the absence of  
16 the first line supervisor, the acting  
17 supervisor shall have the  
18 responsibilities and authority that the  
19 position to which they have been  
20 delegated. In delegating alternate

1 supervisor, first consideration will be  
2 the work leader (if one is assigned to  
3 the work center.) In the brief absence  
4 of the work leader, a journeyman,  
5 from a list of volunteers, will become  
6 the alternate work leader. The  
7 Employer will discuss unusual  
8 situations with the Union.

9  
10 SECTION 6. In the event that an  
11 employee receives an order or  
12 directive from a higher ranking  
13 manager than his immediate  
14 supervisor, and if it conflicts with a  
15 direction or order which the  
16 immediate supervisor had issued  
17 earlier and his supervisor or his  
18 alternate are not readily available  
19 within the immediate area, the  
20 employee will follow the directive or

1 order of the higher ranking manager  
2 and notify or explain to his supervisor  
3 at a later time. Management will  
4 confer with each other on disparities  
5 of directions.

6  
7 **SECTION 7.** Employees have the  
8 right to bring matters of personal  
9 concern to the attention of appropriate  
10 Management officials or  
11 representatives in accordance with  
12 applicable laws, regulations, or  
13 policies. Employees may choose  
14 either a personal representative or  
15 Union representative in a statutory  
16 appeal action. Employees have the  
17 right to represent themselves or  
18 request union representation for a  
19 grievance processed under this  
20 Agreement.

1 SECTION 8. Employees shall have  
2 access to organizations or personnel  
3 in accordance with this Article. The  
4 parties agree to encourage employees  
5 to present their work-related problems  
6 to the lowest level of supervision,  
7 which can effectively deal with the  
8 problem. **Employees must make**  
9 **their own EEO office appointments**  
10 **and communicate directly with the**  
11 **EEO office about appointments or**  
12 **other matters, but must**  
13 **communicate any EEO office**  
14 **appointment taking place during**  
15 **working hours with supervisors to**  
16 **ensure workload permits release of**  
17 **the employee.** Employees may also  
18 communicate with the following  
19 organizations or personnel after they  
20 have obtained permission from their

1 respective supervisors and at a time  
2 when they can be released by their  
3 supervisor. Appointments **may** be  
4 made **for the following**  
5 **organizations** by **either** the  
6 employee's immediate supervisor or  
7 by the employee:

8  
9 **a.** Civilian Personnel Advisory  
10 Center;

11  
12 **b.** Legal Office;

13  
14 **c.** Administrative offices, such as  
15 payroll, travel, Common Access Card  
16 (CAC) Office, etc.;

17  
18 **d.** A supervisor or management  
19 official of higher rank in the  
20 employee's organization;



1 e. Army Substance Abuse Program  
2 Office; or

3  
4 f. Union Office.

5  
6 SECTION 9. Employees may contact  
7 the union office during duty/non-duty  
8 hours to ask questions, get  
9 information, or request an  
10 appointment. It is agreed that the  
11 time of any appointment to be held  
12 during the employee's tour of duty  
13 must be approved by the employee's  
14 supervisor.

15  
16 SECTION 10. The supervisor retains  
17 the right to release employees  
18 whenever workload permits; however,  
19 every attempt will be made to do so at  
20 the earliest possible time/date.

1 Employees will provide the  
2 destination, date and time of  
3 departure, and time of return to the  
4 supervisor when requesting  
5 permission to leave the immediate  
6 work area on a checkout sheet  
7 confidentially maintained for this  
8 purpose. Although the checkout sheet  
9 will not monitor bathroom breaks, it is  
10 understood that employees are  
11 expected to use the bathroom located  
12 closest to their work center to  
13 minimize loss of production.

14  
15 SECTION 11. Employees will  
16 conduct their private life in such a  
17 manner that it does not adversely  
18 reflect upon the Employer or  
19 adversely affect the employee's  
20 performance or the Code of Ethics.

1 Within this context the Employer  
2 affirms the right of the employee to  
3 conduct his or her private life to  
4 include individual life style as he or  
5 she deems fit.

6  
7 **SECTION 12.** An employee who is a  
8 nursing mother may use any  
9 combination of her two fifteen (15)  
10 minute breaks and lunch period (for a  
11 total of 60 minutes) to express milk  
12 up to three times per eight hour shift  
13 until the child turns one (1) year of  
14 age. The travel time necessary to walk  
15 to and from the expressing location  
16 will be considered official time, but  
17 that employee will still be required to  
18 sign out according to her work center  
19 procedures. The frequency of breaks  
20 needed to express milk as well as the

1 duration of each break will likely  
2 vary. Employees are required to  
3 coordinate with their supervisor on  
4 variances outside of normal break  
5 schedule. If additional time (more  
6 than 60 minutes in one day) is needed,  
7 employees must request appropriate  
8 leave.

1                           ARTICLE 5  
2                           UNION RIGHTS  
3

4   SECTION 1. Representatives of the  
5   Union shall be free of restraint,  
6   interference, coercion, or  
7   discrimination on exercising their  
8   rights, to serve as representatives for  
9   the purpose of collective bargaining,  
10   handling grievances or other  
11   appropriate matters, furthering  
12   effective labor-management  
13   relationships, or acting in accordance  
14   with applicable regulations and this  
15   Agreement on behalf of an employee  
16   or group of employees within the  
17   bargaining unit.  
18

19   SECTION 2.

1 a. During non-duty hours, it is  
2 agreed that employees may conduct  
3 internal Union business such as  
4 soliciting membership, collecting  
5 dues, electing officers, and posting  
6 and distributing literature within the  
7 Employer's facilities and AFGC  
8 designated bulletin boards. It is also  
9 agreed that union-officials may utilize  
10 the union office during non-duty  
11 hours to conduct both internal and  
12 external union business. Official  
13 notification to the Security Office  
14 must be made as soon as the need  
15 arises for the use of the union office  
16 during other than normal (day shift)  
17 hours.

18  
19 b. At the request of the Union, the  
20 Employer will furnish an alphabetical

1 and work center list of names,  
2 position titles, grades, and salaries of  
3 all employees in the-bargaining unit  
4 once a year or when major  
5 organizational changes occur.

6  
7 SECTION 3. The Employer will give  
8 the Union an opportunity to  
9 participate in the new employee  
10 orientations relating to the Union's  
11 role at CCAD. The contents of any  
12 such presentation must have prior  
13 approval of the Employer.

14  
15 SECTION 4. **Upon request from the**  
16 **Union, the** Employer will provide the  
17 union a listing of all new hires to  
18 include the employee's name,  
19 effective date, title, series, grade and  
20 assigned work center.

1 SECTION 5. Upon written request to  
2 the **appropriate HR Specialist**, the  
3 union representative will be provided  
4 all relevant and necessary information  
5 that will enable him/her to  
6 realistically assess the strengths or  
7 weaknesses of the case and to  
8 determine the appropriate course of  
9 action. The representative of record  
10 will be notified if any delays are  
11 foreseen in order to adjust the filing  
12 dates.

13  
14 **SECTION 6. The Office of**  
15 **Continuous Improvement will**  
16 **notify the Union President or his**  
17 **designee so that a union**  
18 **representative may participate in**  
19 **the process improvement. The**  
20 **Union will assign a Union**



1 **representative (a steward assigned**  
2 **to the shop or other subject matter**  
3 **expert). The Union representative**  
4 **serving in this capacity will meet**  
5 **the obligation of notification to the**  
6 **Union regarding changes that may**  
7 **occur as a result of the process**  
8 **improvement. The assigned Union**  
9 **representative will be responsible**  
10 **for notifying the Union President or**  
11 **his designee of any**  
12 **problems/concerns. The Union**  
13 **President will notify management**  
14 **of the need for a meeting to discuss**  
15 **concerns.**

16  
17 **SECTION 7. Union stewards/officers**  
18 **are allowed to use their personal**  
19 **cellular telephones during business**  
20 **hours to handle their union**

1 representation function. Occasional  
2 calls handled by steward/officers  
3 during duty time that may take a  
4 couple of minutes are authorized as  
5 long as they are not so frequent as to  
6 interfere with the ability to  
7 accomplish the mission of the  
8 individual organization to which the  
9 steward/officer is assigned. These  
10 calls will be limited to calls to set up  
11 appointments or to respond to an  
12 immediate need to conduct union  
13 business and normally do not take  
14 more than a couple of minutes. If  
15 time being used is significant, it must  
16 be charged to the appropriate union  
17 codes for official time. Should a  
18 problem arise with the personal  
19 cellular telephone use of any  
20 officer/steward during official duty

1 time, management will address the  
2 concern with the Union President or  
3 designee.

1                                   ARTICLE 6  
2                                   UNION OBLIGATIONS

3  
4   SECTION 1. The Union accepts the  
5   responsibility for and agrees to  
6   represent in good faith the interest of  
7   all employees in the Unit without  
8   discrimination and without regard to  
9   membership in the Union.

10  
11   SECTION 2. As provided by Chapter  
12   71 of Title 5 of the U.S. Code (Civil  
13   Service Reform Act), the Union will  
14   not call or engage in a strike, work  
15   stoppage, or slowdown, in the depot,  
16   in a labor-management dispute  
17   involving this Union, or condone any  
18   such activity by failing to take  
19   affirmative action to prevent or stop  
20   it.

1 SECTION 3. Union representatives  
2 will, when reviewing or submitting  
3 complaints, grievances, or problems  
4 encountered, make every reasonable  
5 effort to ascertain, document, and  
6 present the true facts relating to the  
7 situation in order to facilitate  
8 appropriate and timely resolution or  
9 action.

10  
11 SECTION 4. The Union will present  
12 problems or Union complaints to the  
13 lowest level of management having  
14 authority to take corrective action.  
15 The Union will not refer problems to  
16 outside agencies until they have made  
17 every reasonable effort to resolve  
18 problems at the depot level. The  
19 Union will refer problems to outside  
20 agencies if it is suspected that

1 management is not dealing in good  
2 faith.

3  
4 SECTION 5. The Union will furnish  
5 the Employer's Director of Civilian  
6 Personnel Advisory Center, a current  
7 copy of its Constitution and Bylaws  
8 and any changes thereto.

9  
10 SECTION 6. The Union, in  
11 recognition of its responsibilities  
12 under Chapter 71 of Title 5 of the  
13 U.S. Code as exclusive representative  
14 of the employees in the Unit of  
15 recognition, assumes a joint  
16 obligation with the Employer for the  
17 maintenance of a strong competitive  
18 position in the aircraft industry,  
19 realizing that attainment of this goal is  
20 necessary in order to provide

1 maximum opportunities for  
2 continuing employment and good  
3 working conditions.

4  
5 SECTION 7. The Parties agree that  
6 their representatives will consistently  
7 strive to improve communications  
8 between employees and supervisors,  
9 and to promote efficiency and  
10 increase the morale of employees.

1 ARTICLE 7  
2 UNION  
3 REPRESENTATION/OFFICIAL  
4 TIME  
5

6 SECTION 1. The Employer agrees to  
7 recognize the elected officers of the  
8 local and appointed union stewards.  
9 The Union will be responsible for  
10 notifying the Employer, in writing, of  
11 all changes in its ranks of Officers and  
12 Stewards. The notification will be  
13 made to the **appropriate Human**  
14 **Resource Specialist or designee.**  
15 The **appropriate Human Resource**  
16 **Specialist or designee** will give  
17 official notification to the applicable  
18 organizational elements as soon as  
19 possible. Union will give  
20 consideration to avoid designating



1 more than one steward per shift in any  
2 given cost center.

3  
4 SECTION 2. Union representatives  
5 and/or employees shall be afforded a  
6 reasonable amount of official time to  
7 exercise labor-management activities  
8 as required by this Agreement,  
9 Chapter 71 of Title 5 of the U.S.  
10 Code, and Federal Regulations  
11 governing employees of the Unit.  
12 The Union will designate only four  
13 (4) full-time representatives. These  
14 full-time representatives will be the  
15 President, 1<sup>st</sup> Vice President and Chief  
16 Steward. The fourth full-time  
17 representative will be appointed by  
18 the Union President. Notification of  
19 representatives will be provided to the  
20 **appropriate Human Resource**

1 **Specialist** or designee. All other  
2 representatives (officers and stewards)  
3 will be granted official time not to  
4 exceed 25 percent of a full-time  
5 equivalent (520 hours) per fiscal year.  
6 No other representative will be  
7 allowed to become full-time. It is  
8 understood that in order for an  
9 employee to serve as a union  
10 steward/officer they will hold a  
11 permanent full time Federal position  
12 with the agency.

### 13 14 SECTION 3. OFFICIAL TIME

15  
16 a. The Union will begin each fiscal  
17 year with a total of 12,000 hours of  
18 official time for representational  
19 purposes for use at the discretion of  
20 the Union President. This total

1 includes hours used by all officers and  
2 stewards. At the end of the fiscal  
3 year, unused hours (i.e., annualized  
4 savings) will be set aside in a separate  
5 bank for use in any fiscal year for the  
6 life of the contract. The use of these  
7 banked hours must be approved by  
8 the Commander or designee.

9  
10 b. No official time will be used for  
11 other than the recognized unit as  
12 stipulated in Article 1, Section 2. At  
13 such time as 75% of the 12,000 hours  
14 have been used, the Union President  
15 will meet with the Commander to  
16 review the use of official time. If  
17 additional hours are requested, the  
18 Union President will justify the need  
19 to the Commander. If the request is  
20 denied, the Union President may

1 pursue mediation (Federal Mediation  
2 and Conciliation Service) services or  
3 invoke arbitration proceedings. Any  
4 additional hours granted by the  
5 Commander may not be carried over.  
6 The Employer will provide the Union  
7 with a monthly accounting of the  
8 amount of time used during the  
9 previous month. If the union does not  
10 submit a disagreement (in writing)  
11 within five (5) workdays following  
12 receipt, the accounting shall be  
13 considered accurate through that  
14 period of time.

15  
16 SECTION 4. The Union agrees to  
17 encourage Union representatives in  
18 the Units to engage only in activities,  
19 which are authorized by this  
20 Agreement or appropriate regulation.

1 The Commander reserves the right to  
2 determine the amount of time an  
3 employee may spend away from his  
4 job in pursuing a grievance or  
5 complaint, or for discussing  
6 authorized business pertinent to his  
7 employment with the Employer or the  
8 appropriate Union representative.

9 The Commander or designee will  
10 discuss with the President of the  
11 Union specific cases where there are  
12 concerns of representatives using  
13 more than reasonable amounts of  
14 official time.

15  
16 **SECTION 5. Requesting Official**  
17 **Time and Time Reporting:**

18  
19 a. Each Representative shall be  
20 required to inform their first line

1 supervisor of the need to use official  
2 time to provide Union representation.  
3 To the maximum extent possible day  
4 shift representatives will represent  
5 day shift employees and 2<sup>nd</sup> and 3<sup>rd</sup>  
6 night shift representatives will  
7 represent 2<sup>nd</sup> and 3<sup>rd</sup> night shift  
8 employees. Arrangements will be  
9 made by the CPAC to process 2<sup>nd</sup> and  
10 3<sup>rd</sup> shift employee grievances, etc.  
11 when notified by the Union. Release  
12 for this purpose will be determined by  
13 workload requirements in the  
14 representative's work center and the  
15 amount of time requested to represent.  
16 Prior to departing the work-site, each  
17 Union representative shall obtain  
18 permission and provide their first line  
19 supervisor/alternate supervisor with  
20 the following information in writing

1 on CCAD Form 690-510-E, which  
2 will be maintained by the supervisor.  
3

4 (1) Destination,

5  
6 (2) Person(s) to be contacted,  
7

8 (3) Subject of representation,  
9

10 (4) Date and time of departure,  
11 and  
12

13 (5) Estimated time of return.  
14

15 b. In the event the Union  
16 representative cannot be released  
17 when requested, the supervisor will  
18 arrange a release at the earliest  
19 possible time. Upon return, the Union  
20 representative will check in with his

1 supervisor and/or alternate supervisor.  
2 All Union representatives are  
3 expected to conform to their assigned  
4 work center tour of duty and are  
5 required to report to the work site at  
6 the beginning and prior to the end of  
7 the workday unless prior  
8 arrangements have been made with  
9 the supervisor.

10  
11 c. It is understood that any use of  
12 official time under this Article is for  
13 the purpose of on-depot  
14 representation. If the need arises to  
15 perform any official representational  
16 time off-depot, prior notification will  
17 be given to the **appropriate Human**  
18 **Resource Specialist or designee** as  
19 soon as the need is known.



1 SECTION 6. When Union  
2 representatives are approached by  
3 employees requesting representation  
4 on a grievance or disciplinary action,  
5 or any other matter that effects  
6 conditions of employment, after a  
7 short discussion, the employee will be  
8 informed to return to his duties. The  
9 Union Representative will arrange  
10 appointments for employees when the  
11 Union has been officially designated  
12 in writing as the representative. The  
13 supervisor will be given notice prior  
14 to any appointment. In any case, in  
15 contacting the employee, the Union  
16 representative will first obtain  
17 permission from the employee's  
18 supervisor.

1 SECTION 7. The Employer and the  
2 Union agree to resolve their  
3 respective problems or complaints at  
4 the lowest level possible. The  
5 Employer and the Union agree that  
6 the Stewards, or Union Officials in  
7 the work area shall be allowed to  
8 make recommendations regarding  
9 employees' concerns on personnel  
10 policies, practices, and working  
11 conditions affecting the employees.  
12 Supervisors have the responsibility to  
13 confer on the recommendations.  
14 When the recommendations are  
15 beyond the scope of his authority, he  
16 will refer them to the appropriate  
17 management official. Supervisors  
18 will also follow the same line of  
19 communication when situations arise  
20 within their respective areas that

1 require discussion with the Union. If  
2 the Steward, or the Union Official in  
3 the work area is presented with a  
4 problem or situation that he is unable  
5 to handle, he will refer the matter to  
6 the Chief Steward, or in his absence,  
7 his designee.

8  
9 SECTION 8. The Employer agrees  
10 that no recognized Officer, Chief  
11 Steward, or Stewards of the Union  
12 shall be transferred, detailed or  
13 assigned from one work shift and/or  
14 from one building location to another  
15 or assigned to another area without  
16 prior notification to the Union. (In  
17 the case of the Chief Steward,  
18 notification will be made to the  
19 President of the Union. In the case of  
20 a Steward, notification will be made

1 to the Chief Steward.) At the request  
2 of the Union, the Employer agrees to  
3 explain the reasons for the transfer,  
4 reassignment, or shift change of any  
5 recognized Officer, Chief Steward, or  
6 Stewards covered under this  
7 Agreement.

8  
9 SECTION 9. It is agreed that no  
10 Union Officers or Stewards shall be  
11 denied any right or privilege  
12 otherwise entitled to them because of  
13 their serving as a Union  
14 representative.

15  
16 SECTION 10. National Union  
17 representatives and other Union staff  
18 members not employed by the Depot  
19 or Local 2142 may meet with Local  
20 Union representatives to discuss

1 appropriate matters and may  
2 participate in meetings between the  
3 Local Union and Management at the  
4 depot. They shall be admitted to the  
5 depot for these purposes provided  
6 they are properly identified. A Union  
7 business representative or a  
8 representative of the National Union  
9 who has regular authorized business  
10 in the Command may apply to the  
11 Employer for a temporary pass  
12 admitting him to the Command over a  
13 specified period of time. Such  
14 temporary passes will be issued on an  
15 individual basis consistent with  
16 applicable security regulations and  
17 may be revoked by the Employer at  
18 any time with just cause. The **Chief**  
19 **of Staff or designee** will be advised

- 1 in advance of such visits and the
- 2 reasons thereof.

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ARTICLE 8  
UNION TRAINING

SECTION 1. If otherwise in a duty status and as workload permits, recognized Union officials may be granted official time to attend training sessions when, in the opinion of the Employer, such training would benefit the Labor Management Relationship and the Employer's best interest would be served by the employee's attendance. No more than 1600 hours of official time will be granted during the fiscal year for training purposes. It is understood that any costs for the training will be borne by the Union. When the Employer invites the union to attend training of mutual benefit, the cost will be incurred by the

1 Employer. The request for official  
2 time will be submitted in writing to  
3 the **designated HR Specialist** on  
4 behalf of the employees by the Union.  
5 The request should normally be  
6 submitted 30 days in advance,  
7 however, it is understood that  
8 circumstances may require a shorter  
9 notice period. At a minimum, the  
10 request should contain:

11  
12 (a) Official office title employee  
13 holds in the Union,

14  
15 (b) Purpose of the training and  
16 why it is needed,

17  
18 (c) Copy of the agenda of the  
19 training session,  
20



1 (d) Number of hours requested,  
2 and

3  
4 (e) Dates for which each  
5 employee is to attend the session.

6  
7 After completion of the training, the  
8 Union will provide the **appropriate**  
9 **HR Specialist** a listing of employees  
10 who actually attended the training and  
11 the number of hours of official time  
12 used by each along with certificates of  
13 completion or any other proof of  
14 attendance within three working days  
15 of completion of the training. Failure  
16 to do so will result in the time being  
17 charged to annual leave or leave  
18 without pay as designated by the  
19 employee.

1 SECTION 2. The Union will be  
2 allowed one (1) hour per month of  
3 training time for its elected Officers  
4 and Stewards. The purpose of the  
5 training time is to discuss matters of  
6 mutual concern and to update  
7 Stewards on changes to Army  
8 regulations or Depot policy. This  
9 time may be used in two (2) 30-  
10 minute segments before or after the  
11 lunch period and will be charged to  
12 official time. It is understood that this  
13 training will normally be held on-  
14 depot unless the Union has made  
15 appropriate arrangements through the  
16 **appropriate HR Specialist** to utilize  
17 an off-depot facility.



1 SECTION 2. CHANGES IN TOUR  
2 OF DUTY  
3

4 a. Both the Employer and the  
5 Union understand and agree that due  
6 to changing conditions of the business  
7 of the Employer, it is impossible to  
8 permanently fix regular days of work,  
9 tours, and shifts. Therefore, pursuant  
10 to the right reserved in Chapter 71 of  
11 Title 5 of the U.S. Code, the  
12 Employer shall establish tours of duty  
13 and/or shift operations as necessary  
14 for efficient operations and for  
15 accomplishment of assigned missions.  
16

17 b. When changing the days of the  
18 employees' basic workweek or hours  
19 of work, the Employer will make such  
20 changes consistent with Federal laws

1 and government-wide rules and  
2 regulations. Where changes in tour of  
3 duty affect such circumstances, the  
4 changes must be made in accordance  
5 with Title 5, section 610 with at least  
6 one week's advance notice in writing.  
7 It is understood that 5 C.F.R.  
8 §610.121(a) explicitly permits  
9 management to change employees'  
10 work schedules without limitation  
11 when the head of an agency  
12 determines that the agency would be  
13 seriously handicapped in carrying out  
14 its mission and functions or that costs  
15 would be substantially increased if a  
16 change in work schedules is not made.  
17 In the event of any changes, additions,  
18 or deletions to the basic workweek,  
19 tours, or shifts, the Employer will not  
20 affect such changes until appropriate

1 notification has been given to the  
2 Union President or his designee. No  
3 such changes unless the tour/shift will  
4 be established or changed at least one  
5 (1) week in advance, or the maximum  
6 possible notice, and announced in  
7 writing. When it is not possible to  
8 give such notice, the Employer will  
9 follow applicable regulations. Tour  
10 of duty changes for training or TDY  
11 will not require notification. The  
12 Employer agrees to make a reasonable  
13 effort to effect tour of duty or hours of  
14 work changes on the first day of the  
15 affected employee's basic workweek.

16  
17 **SECTION 3. EMPLOYEE**  
18 **REQUEST FOR CHANGE IN TOUR**  
19 **OF DUTY**

1 In the event that an employee needs a  
2 temporary change in their tour of duty  
3 because of personal hardship  
4 circumstances (i.e., child care, day  
5 care, elder care, personal/family  
6 medical), the employee will submit a  
7 written request with justification to  
8 include supporting evidence to the  
9 immediate supervisor or designee.  
10 This information must be sufficient to  
11 enable verification of the information.  
12 An employee with a personal medical  
13 problem will provide a statement from  
14 a certified physician indicating the  
15 reason and duration of the need for a  
16 different start time to the immediate  
17 supervisor or designee. In the event  
18 of disapproval, the employee will be  
19 notified within three workdays from  
20 the date of request. Should the

1 employee be dissatisfied with the  
2 disapproval, he may request the  
3 Division Chief or designee to review  
4 the decision. The Division Chief or  
5 designee will notify the employee of  
6 the decision within three workdays  
7 from the date of request. If the  
8 request is again disapproved, the  
9 employee may file a grievance in  
10 accordance with the negotiated  
11 grievance procedure. It is understood  
12 that these requests should be for a  
13 temporary period of time and the  
14 employee must make appropriate  
15 arrangements to return to the  
16 organization's start time.



1 SECTION 4. LUNCH PERIODS.

2  
3 a. A non-paid duty-free thirty (30)  
4 minute lunch period will be scheduled  
5 when one, two, and three shift  
6 operations are in effect. Where three  
7 8-hour shifts are in operation (i.e.  
8 Security Guards), and an overlapping  
9 of shifts to permit time off for lunch is  
10 not possible, a paid on-duty lunch  
11 period of twenty (20) minutes or less  
12 may be given. Where the paid lunch  
13 period is in effect, employees must  
14 spend the time in close proximity to  
15 their work stations.

16  
17 b. The Employer may require an  
18 employee to change or forego his  
19 normal scheduled lunch period if the  
20 employee's work assignment requires

1 the employee's constant attention or  
2 availability on the job. When it is  
3 necessary to require a change in the  
4 lunch period, the appropriate  
5 supervisor shall provide a  
6 rescheduled, non-paid lunch period  
7 consistent with work requirements. In  
8 the event the Employer requires an  
9 employee to forego his lunch period,  
10 the employee may be released after  
11 completing eight (8) hours of work, or  
12 may be required to complete the  
13 regular shift. If the employee is  
14 required to forego his lunch period  
15 and work all of his work shift,  
16 including the lunch period, all time  
17 worked by the employee in excess of  
18 eight (8) hours in a day will be  
19 considered as overtime.

1 SECTION 5. REST BREAKS

2  
3 Management **shall** authorize two  
4 scheduled paid fifteen (15) minute  
5 rest breaks per day. Morning break  
6 will be observed for all employees  
7 from 0800 to 0815 hours and the  
8 afternoon break period will be from  
9 1245 to 1300 hours. **These break**  
10 **times may be adjusted due to start**  
11 **time of tour of duty.**

12 Employees who are working outside  
13 of their permanent work site shall take  
14 their break at the temporary work site  
15 or a nearby break area. Preset rest  
16 breaks will not apply while employees  
17 are involved in administrative  
18 functions, such as visits to the  
19 dispensary, CPAC, attending  
20 meetings and/or hearings.

1 Accordingly, upon return to the shop  
2 after completion of one of these  
3 functions, and when a pre-scheduled  
4 break has already occurred, an  
5 alternate break time will not be  
6 authorized. With the approval of  
7 Management, rest breaks that deviate  
8 from the preset schedule may be  
9 granted upon request. It is understood  
10 that the rest break will not  
11 immediately precede nor be a  
12 continuation of the lunch period.  
13 Employees may consume  
14 refreshments at their work site or desk  
15 as long as it does not interfere with  
16 their work, shop safety, JHA's and/or  
17 FOD restrictions. Employees  
18 working in a hazardous duty  
19 environment, as defined and identified  
20 by Management, may be granted

1 additional breaks where such breaks  
2 are deemed essential for reasons of  
3 health and safety.

4  
5 SECTION 6. SELECTION  
6 CRITERIA FOR TOUR OF DUTY  
7 AND SHIFT CHANGES. Whenever  
8 a different tour or shift will be  
9 assigned within an organization, the  
10 initial roster will be developed as  
11 follows:

12  
13 a. Qualified volunteers will be  
14 selected first. If more employees  
15 volunteer than are needed, the most  
16 senior employee (by service  
17 computation date as annotated on  
18 SF50) will take the first change unless  
19 this procedure would preclude the  
20 accomplishment of the mission.

1       b. If a sufficient number of qualified  
2 volunteers cannot be obtained,  
3 assignment will be made on the basis  
4 of least seniority (by service  
5 computation date **as annotated on**  
6 **SF50**). The qualified employee with  
7 the least seniority will be selected.

8  
9       c. After commencement of the  
10 assigned tour or shift, subsequent  
11 rotations will be staffed by qualified  
12 volunteers first. When fewer  
13 employees volunteer than are needed,  
14 qualified non-volunteers will be  
15 selected from the roster. Employees  
16 completing the assignment will be  
17 placed at the bottom of the roster,  
18 least senior first. Volunteers desiring  
19 to stay on the assignment may remain,  
20 providing no one else will want to

1 take his place and at Management's  
2 discretion provided the decision is not  
3 arbitrary or capricious.  
4

5 d. The supervisor will keep records  
6 indicating time spent on the alternate  
7 tour/shift. The rotation records will  
8 be maintained for a period of two  
9 years. Rotation for tour of duty  
10 changes (days of the week) or shift  
11 (hours of work) normally will be for  
12 two (2) pay periods. Any exception  
13 to the rotation cycle will be discussed  
14 with the Union President or his  
15 designee.  
16

17 e. The above procedure will not  
18 apply when personnel are employed  
19 exclusively to staff a **permanent**  
20 night shift or when a work center/shift

1 is initially established as a night shift  
2 operation (2nd or 3rd shift). Neither  
3 will this procedure apply, when in the  
4 opinion of the first line supervisor, or  
5 other higher level approving official,  
6 the employee should be assigned to a  
7 specific shift due to mission capability  
8 or when it interferes with the right to  
9 maintain the efficiency of the  
10 Government operations. Employer  
11 reserves the right to place new  
12 employees on selected shifts for  
13 limited periods for training and  
14 orientation.

15  
16 f. The above procedure will not  
17 apply to the Composite and Blade  
18 Shop where the supervisor rotates  
19 with the employees to a different shift  
20 assignment.



1 SECTION 7. EXEMPTION FROM  
2 SHIFT/TOUR ROTATION

3  
4 a. If an employee requests that  
5 he/she be temporarily relieved from a  
6 tour of duty/shift work rotation  
7 because of personal hardship  
8 circumstances, the employee will  
9 submit a written request to the  
10 immediate supervisor with supporting  
11 documentation to include duration.  
12 This information must be sufficient to  
13 enable verification of the information.  
14 An employee with a personal medical  
15 problem will provide a statement from  
16 a certified physician indicating the  
17 reason and duration of the exemption.  
18 When the duration of the exemption  
19 expires, the employee will be eligible  
20 for the rotation requirement.

1        b. An employee may submit a  
2 written request through their first line  
3 supervisor for adjustment of shift/tour  
4 rotation to attend academic courses.  
5 If the request is granted, the employee  
6 must furnish a supporting statement as  
7 determined by the first line  
8 supervisor, or designee, from the  
9 registrar or other comparable official  
10 of the academic institution in which  
11 enrolled. If the employee fails to  
12 furnish the supporting statement  
13 within fourteen (14) calendar days  
14 after enrolling or withdraws from the  
15 academic institution, the exemption  
16 and assignment considerations will be  
17 revoked. An employee may submit a  
18 request for an additional semester,  
19 provided at the time of the request the  
20 employee presents a satisfactory

1 completion of the previous semester's  
2 requirements.

3  
4 c. In the event of disapproval under  
5 any of the above conditions, the  
6 employee will be informed in writing  
7 within three (3) workdays.

8  
9 SECTION 8. MINOR  
10 DEVIATIONS. Minor deviations  
11 from the basic shifts for purposes of  
12 staggering traffic and other  
13 considerations are not considered  
14 different shifts.

1                                   ARTICLE 10  
2                                   OVERTIME  
3

4   SECTION 1. As an Employer  
5   responsible for public funds, it is  
6   understood that overtime will only be  
7   utilized when the mission deems it  
8   necessary. The Employer reserves the  
9   right to order, require and assign  
10  overtime. Both the Union and the  
11  Employer recognize that the  
12  assignment of overtime will be based  
13  upon mission and workload  
14  requirements. It is understood that  
15  scheduled overtime may be cancelled  
16  at any time when mission/workload  
17  change or when an unforeseen  
18  emergency occurs.  
19

1 SECTION 2. The Employer agrees  
2 that overtime assignments to  
3 employees will be distributed  
4 according to established procedures  
5 among the available qualified  
6 employees of the work center in  
7 which the overtime is to be worked  
8 according to job classification, skills,  
9 assigned projects, or in those  
10 situations where the application of  
11 this principle will adversely affect the  
12 capability of the work center. It is  
13 recognized that certain factors, such  
14 as leave, continuity on the job of short  
15 duration, or skill requirements, may  
16 cause a temporary imbalance in the  
17 equitable distribution of overtime.

18  
19 SECTION 3. Compensatory Time.  
20

1 a. Employees covered under Federal  
2 Wage System (FWS) and General  
3 Schedule pay systems can request  
4 compensatory time instead of  
5 overtime pay under either Title 5 or  
6 the FLSA for an equal amount of time  
7 (hour for hour) spent in irregular or  
8 occasional overtime work. It is the  
9 employee's right to make the decision  
10 about whether to request  
11 compensatory time or to be paid  
12 overtime. The employer will not  
13 interfere with the employee's right to  
14 make this decision. The law prohibits  
15 mandatory compensatory time for  
16 employees covered under FWS.  
17 However, management can direct GS  
18 employees earning rates of basic pay  
19 greater than a GS-10, step 10, who are  
20 exempt from FLSA to take

1 compensatory time off in lieu of  
2 overtime.

3  
4 b. Compensatory time should be  
5 used as soon as possible, but must be  
6 used no later than the end of the 26<sup>th</sup>  
7 pay period after it was earned.

8 Compensatory time not used during  
9 the established time period will be  
10 paid at the overtime rate at which it  
11 was earned. Compensatory time  
12 earned will be annotated on the  
13 electronic overtime log as hours  
14 worked.

15  
16 SECTION 4. Notification

17 Requirements. The Employer will  
18 make every effort to give notice as  
19 soon as the overtime requirement is  
20 known. Notification for weekend

1 overtime (Saturday and Sunday) will  
2 be given no later than close of  
3 business (COB) on the day before the  
4 last workday (Thursday) of the  
5 workweek. When notification by this  
6 time is not possible, overtime offered  
7 and worked or declined will be  
8 annotated on the electronic overtime  
9 log as hours worked or declined with  
10 a (L) to indicate late notification.  
11 Periodic review of the Overtime Logs  
12 will be conducted by either party to  
13 ensure management has complied  
14 with the requirement to notify  
15 employees of overtime as soon as  
16 possible. If deemed necessary, action  
17 will be taken to resolve the late  
18 notifications. The Employer reserves  
19 the right to modify overtime  
20 requirements as necessary.



1 SECTION 5. Eligibility  
2 Requirements. **Employees absent on**  
3 **any type of unscheduled leave for**  
4 **more than one hour during the**  
5 **normal workweek are ineligible for**  
6 **overtime the day of the unscheduled**  
7 **leave and the next two scheduled**  
8 **workdays. Scheduled workday**  
9 **includes scheduled overtime.**  
10 **Example 1: Employee is on**  
11 **unscheduled leave on Friday and**  
12 **was scheduled to work OT on**  
13 **Saturday. Employee will be**  
14 **ineligible for overtime on Friday,**  
15 **Saturday and Monday. Example 2:**  
16 **Employee is on unscheduled leave**  
17 **on Friday and was scheduled to**  
18 **work OT on Saturday and Sunday.**  
19 **Employee will be ineligible for**  
20 **overtime on Friday, Saturday and**

1 **Sunday. Employer may determine**  
2 **to waive this ineligibility.** Workload  
3 requirements and special  
4 circumstances may warrant waiver of  
5 this ineligibility. Special  
6 circumstances includes leave taken  
7 for an emergency situation or an  
8 unusual situation. The employee will  
9 describe the emergency or unusual  
10 situation on the OPM Form 71. An  
11 emergency is defined as an  
12 unforeseen circumstance that requires  
13 immediate attention. If the employee  
14 is not offered overtime due to  
15 unscheduled leave, the electronic  
16 overtime log will be annotated, but  
17 not recorded, with a “US” and the  
18 number of overtime hours that would  
19 have been worked.

1 SECTION 6. Selection Procedures.

2  
3 a. First consideration for overtime  
4 assignment will be given to those  
5 employees who are working on the  
6 specific tasks for which job continuity  
7 is required. Job continuity is defined  
8 as assignments that would be delayed  
9 or not completed if interrupted by a  
10 change of personnel.

11  
12 b. Second consideration for  
13 overtime assignment will be given to  
14 eligible and qualified volunteers  
15 within the work center by job  
16 classification and grade who possess  
17 the required knowledge and skills.  
18 This includes employees assigned  
19 (officially or unofficially) out of the  
20 work center for thirty (30) calendar

1 days or less. However, if overtime is  
2 limited and only a few employees will  
3 be required to work, the supervisor  
4 will refer to the overtime log and offer  
5 overtime to those eligible and  
6 qualified employees with the least  
7 amount of overtime as shown on the  
8 overtime log. The need to ask all  
9 employees is not required with limited  
10 overtime.

11  
12 (1) If more employees volunteer  
13 than are needed, the supervisor will  
14 refer to the overtime roster and make  
15 selections in the appropriate job  
16 classification from the volunteers  
17 according to the employee with the  
18 least amount of overtime offered  
19 and/or worked. When the overtime  
20 requirement is for more than one day

1 and the job continuity is not impacted,  
2 the employee may be allowed to  
3 commit to work only one day and the  
4 other day(s) will be offered to another  
5 employee. Any days offered and  
6 declined will be charged as declined  
7 on the electronic overtime log,  
8

9 (2) If an insufficient number of  
10 employees volunteer, at the  
11 supervisor's discretion, he may ask  
12 for qualified volunteers from a  
13 supervisor in the immediate area  
14 within the Division first, and as  
15 necessary, from other Divisions. Any  
16 supervisor asked to provide  
17 employees for overtime in another  
18 shop will use the provisions under  
19 6b(1) in selecting those employees.  
20 Supervisors will not solicit nor accept

1 offers directly from individual  
2 employees outside of their work  
3 center for overtime assignments.  
4 Employees will not solicit overtime  
5 from another work center.

6  
7 (3) When the voluntary  
8 procedures outlined in 6b(1)&(2) do  
9 not satisfy the overtime requirement,  
10 the employee(s) who possess the  
11 required knowledge and skills within  
12 the immediate work center with the  
13 least amount of overtime as shown on  
14 the overtime log may be required to  
15 work the overtime necessary to  
16 complete the overtime requirement.  
17 Management will inform the union of  
18 overtime requirements in these  
19 situations. The union is free to discuss  
20 their concerns with management

1 regarding their decision to direct  
2 overtime.

3  
4 c. Employees temporarily assigned  
5 (officially or unofficially) to a shop  
6 for thirty (30) calendar days or less  
7 will be considered for overtime in  
8 their home shop. However, the  
9 employee can be considered for  
10 overtime in the shop to which they are  
11 temporarily assigned if:

12  
13 (1) Permanently assigned  
14 employees of the same position and  
15 grade have been considered, or

16  
17 (2) If the temporarily assigned  
18 employee has been engaged in a  
19 project that will incur overtime and  
20 possess the required knowledge and

1 skills to ensure the most efficient  
2 utilization of overtime. If these  
3 criteria are met, he may be given first  
4 consideration in accordance with  
5 Section 6a.

6  
7 d. All overtime/comp time worked  
8 under the provisions of Section 6a, b,  
9 & c will be recorded on the  
10 employee's home shop overtime log.

11  
12 e. A new employee, an employee re-  
13 entering the shop after a temporary  
14 assignment, absence, leave, or  
15 termination of a light/restricted duty  
16 of more than thirty (30) calendar days,  
17 will be credited with the average  
18 overtime in his immediate shop within  
19 the same position and grade.  
20 Averaging will also be applied when



1 employees are promoted to a new  
2 grade within the same shop.

3  
4 f. An employee will be immediately  
5 averaged in with other employees of  
6 the same position and grade when a  
7 temporary assignment extends beyond  
8 thirty (30) calendar days, or if it is  
9 known from the onset that a  
10 temporary assignment will be longer  
11 than thirty (30) days. During this  
12 time, the employee(s) will be  
13 considered for overtime in the shop of  
14 the temporary assignment and not the  
15 home shop, unless this would  
16 preclude the accomplishment of the  
17 mission. Although the temporarily  
18 assigned employee is averaged in to  
19 the existing shop overtime log, it is  
20 understood that the employee must

1 possess the required knowledge and  
2 skills to ensure the most efficient  
3 utilization of overtime. When the  
4 temporary assignment is completed,  
5 the employee will return to his home  
6 shop and be averaged in with  
7 employees who occupy the same  
8 position.

9  
10 g. Light/Restricted Duty.

11 Employees in a light or restricted duty  
12 status will be considered for overtime  
13 based on the ability of the employee  
14 to perform the required duties  
15 necessary for mission and workload  
16 requirements. The parties agree that  
17 if the work performed by an employee  
18 on light/restricted duty status during  
19 the regular workweek is also needed  
20 to be performed on overtime, the

1 employee will be considered for the  
2 overtime. It is understood that the  
3 Employer is not obligated to create  
4 work for a light/restricted duty  
5 employee for fair and equitable  
6 distribution of overtime.  
7 Light/restricted duty employees  
8 unable to be scheduled for overtime  
9 for more than 30 calendar days will be  
10 averaged in when the restriction ends.

11  
12 h. Leave and Overtime.

13 Management will exercise prudent  
14 judgment so that the use of annual  
15 leave/LWOP is held to a minimum  
16 during the same period in which  
17 overtime/comp time is worked. It is  
18 understood that no employee has an  
19 expressed right to return to work from

1 a leave status for the purpose of  
2 working overtime/comp time.

3  
4 **SECTION 7. Overtime Excusal.**

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

8  
9 a. Employees who, because of  
10 illness, an unforeseen emergency, or  
11 an unusual circumstance cannot report  
12 for work on a scheduled  
13 overtime/comp time day, the  
14 employee must contact the supervisor  
15 or alternate **by telephone, text or**  
16 **email** as soon as possible but no later  
17 than the first hour of the shift  
18 explaining the absence and requesting  
19 to be excused from the overtime  
20 assignment. **This contact will fulfill**

1 **the notification requirement,**  
2 **however the supervisor still must**  
3 **approve or disapprove the request.**  
4 **Supervisor will respond to the**  
5 **employee in a timely manner.**  
6

7 b. When an employee is delayed for  
8 an overtime/comp time assignment he  
9 must contact the supervisor by  
10 **telephone, text or email** as soon as  
11 possible but no later than the first  
12 hour of the shift. The supervisor will  
13 determine if the employee needs to  
14 report for overtime **and will notify**  
15 **employee of decision.** Overtime is  
16 payable in thirty (30) minute  
17 increments. Therefore, if the  
18 employee is required to report, the  
19 employee should begin the overtime  
20 assignment at the hour or half hour.

1 Example: Tour of duty (0600 to  
2 1430). Employee calls and says he  
3 can report to work between 0630 and  
4 0700 and supervisor determines the  
5 services of the employee are needed.  
6 Employee should be advised to report  
7 at 0700 to begin the overtime  
8 assignment.

9  
10 SECTION 8. Each employees  
11 overtime will be maintained on  
12 electronic overtime log and comp  
13 time worked beginning on the first  
14 full pay period of each fiscal year.  
15 Overtime logs will be set up  
16 alphabetically within series and grade.  
17 The overtime logs will be averaged  
18 down at the beginning of each fiscal  
19 year by using the procedures listed  
20 below. Averaging down is necessary

1 to keep the numbers on the overtime  
2 log down to a more manageable  
3 number. Records for the previous  
4 fiscal year will be retained for an  
5 additional year. The representative or  
6 employee may review the record upon  
7 request.

8  
9 a. The overtime record of the  
10 employee with the least amount of  
11 overtime will be lowered to zero.

12  
13 b. The overtime record of all other  
14 employees within the same work  
15 center will be lowered by the same  
16 number required to reduce the first  
17 employee's record to zero.

18  
19 SECTION 9. Logging Overtime.  
20

1 a. Overtime can be logged only if  
2 the employee:

3  
4 (1) Worked it.

5  
6 (2) Is absent without approved  
7 leave (AWOL).

8  
9 (3) Was asked and declined  
10 overtime.

11  
12 (4) Worked overtime while in a  
13 TDY status.

14  
15 (5) Was asked and volunteered  
16 for overtime and failed to report or  
17 reported late. Overtime will be  
18 recorded as a declination.

19



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

6  
7 SECTION 10. Callback Overtime  
8 Work: When an employee is required  
9 to return to his place of employment  
10 from home for unscheduled overtime,  
11 he is entitled to at least two (2) hours  
12 pay at the overtime rate, whether or  
13 not work is performed.

14  
15 SECTION 11. Payment for Cancelled  
16 Overtime: When employees have  
17 reported for scheduled overtime and  
18 overtime is cancelled, by law,  
19 employees are entitled to be paid only  
20 for actual time worked.

1 SECTION 12. When the overtime  
2 work which requires familiarization  
3 training becomes sufficiently  
4 repetitious to imbalance the equitable  
5 distribution of overtime in the work  
6 center and the trade skill involved, the  
7 Employer will consider training  
8 additional employees or other  
9 appropriate arrangements to equalize  
10 the distribution.

11  
12 SECTION 13. An employee will be  
13 given a fifteen (15) minute break prior  
14 to starting a four (4) hour  
15 overtime/comp time period, after  
16 completion of a regular eight (8) hour  
17 shift.

18  
19 SECTION 14. The Union agrees to  
20 limit time away from the job of Union

1 Officers, Chief Steward, and Stewards  
2 during overtime/comp time hours to  
3 those most urgent items of the  
4 Employer, Union, or employee  
5 business originating during the  
6 overtime/comp time hours, which  
7 cannot be deferred to the next non-  
8 overtime day.

1                                   ARTICLE 11  
2                                   LEAVE-ANNUAL

3  
4   SECTION 1. The Employer and the  
5   Union agree to follow the applicable  
6   leave regulations. It is recognized that  
7   the decision to grant or deny leave  
8   rests with the supervisor. The  
9   supervisor, or in his absence, the  
10  Acting Supervisor, may grant requests  
11  by employees for annual leave when  
12  the granting of the request would not  
13  interfere with production, workload,  
14  emergencies, etc. Decisions on  
15  granting leave will be fair and  
16  equitable and will not be made in a  
17  capricious or arbitrary manner.

18  
19       a. Accrual of annual leave, in  
20  accordance with applicable laws, is a

1 right of the individual employee.  
2 Although the timing and its usage is a  
3 privilege and subject to coordination  
4 with approval of the Employer, an  
5 employee's request for annual leave  
6 will normally be granted, subject to  
7 the needs of the Employer and when  
8 the request is submitted with  
9 reasonable advance notice.

10  
11 b. In considering the approval of  
12 annual leave requests, the Employer  
13 will make every reasonable attempt to  
14 satisfy the desires of each employee  
15 in accordance with the procedures  
16 outlined below. Each employee will  
17 be responsible for cooperating with  
18 the Employer in scheduling vacation  
19 periods and requesting leave during  
20 periods when their services can best

1 be spared. Employees are encouraged  
2 to conserve their earned annual leave  
3 but are not required to have  
4 accumulated excess leave over 240  
5 hours in order for annual leave to be  
6 granted. Requests for leave will be  
7 submitted on an Application for  
8 Leave, OPM Form 71 and returned to  
9 the employee approved or  
10 disapproved, with a copy retained by  
11 the Employer. When a request is  
12 disapproved, the reason for  
13 disapproval will be entered on the  
14 form. When annual leave is requested  
15 for medical reasons (i.e., in lieu of  
16 sick leave) requirements under Article  
17 12 will apply.

18  
19 **SECTION 2.** Annual leave of 40  
20 hours or more will be requested on an

1 OPM Form 71 no earlier than the first  
2 workday of the calendar year and no  
3 later than the last workday in  
4 February of each calendar year. The  
5 OPM Form 71's must be logged in  
6 with the date of receipt. Preference  
7 will be given on a first receipt basis as  
8 determined by the date of receipt  
9 annotated on the form. If duplicate  
10 requests for vacation periods arise and  
11 OPM Form 71's were submitted on  
12 the same day, the employee with the  
13 most seniority as determined by the  
14 SCD will be given preference. Within  
15 two weeks following the last workday  
16 in February, vacation lists will be  
17 compiled and the supervisor will  
18 notify the employee by returning  
19 approved /disapproved OPM Form  
20 71. It is understood that employees

1 will have and maintain the amount of  
2 annual leave hours requested on  
3 record to schedule annual  
4 leave/vacation times.

5  
6 **EXAMPLE:**

7 To resolve any conflict and break a  
8 tie:

9 Employee A - SCD 07-20-80  
10 (OPM Form received Jan 3)

11 Employee B - SCD 12-10-79  
12 (OPM Form received Jan 15)

13 Employee C - SCD 10-11-78  
14 (OPM Form received Jan 3)

15  
16 If only two employees could be  
17 released during the vacation period of  
18 Christmas, Employee's A and C  
19 would be released based on date of  
20 receipt. If release of only one person



1 in this example was allowed,  
2 Employee C would be approved based  
3 on date of receipt and SCD.

4  
5 Once an employee has made his  
6 decision, he will be permitted to  
7 change his selection only if no other  
8 employee's choice is disturbed or if  
9 another employee agrees to a trade.

10 All vacation periods requested after  
11 the last workday in February will be  
12 considered on a first receipt basis.

13  
14 **SECTION 3.** Annual leave not  
15 requested under procedures in Section  
16 2 will be requested within fourteen  
17 (14) calendar days in advance. The  
18 OPM Form 71's must be logged in  
19 with the date of receipt. Where  
20 conflicts arise, the requests will be

1 approved on a first receipt basis of the  
2 OPM Form 71. Employees will be  
3 notified of approval/disapproval no  
4 later than seven (7) calendar days  
5 after receipt of the request.

6  
7 SECTION 4. Nonemergency leave  
8 not requested under Section 2 and 3  
9 will be requested in advance by  
10 submitting an OPM Form 71 within  
11 the first hour of the workday prior to  
12 the day of absence. Supervisor will  
13 annotate date and time of receipt and  
14 employee will initial. The OPM Form  
15 71 will be returned to the employee  
16 approved or disapproved by close of  
17 business the day of request, with a  
18 copy retained by the employer.  
19 Example: For absence on Monday,

1 employee must have submitted OPM  
2 Form 71 no later than 0700 Friday.

3  
4 SECTION 5. When an unforeseen  
5 emergency arises the employee may  
6 not presume the approval of annual  
7 leave.

8  
9 (a) **Supervisor will provide**  
10 **employee contact information for**  
11 **emergency situations.** An  
12 emergency is defined as an  
13 unforeseen circumstance that requires  
14 immediate attention. A request for  
15 documentation to support an  
16 emergency may be requested from the  
17 employee. Except when  
18 circumstances beyond the control of  
19 the employee do not permit, the  
20 employee must contact the supervisor

1 or alternate in his absence either  
2 personally or **by telephone, text or**  
3 **email** as soon as possible but not later  
4 than the first two (2) hours of the  
5 regular work shift. **The employee will**  
6 **provide a telephone number where**  
7 **they can be contacted, explain the**  
8 **absence, and request approval of**  
9 **the use of annual leave for the**  
10 **entire absence.** It is understood that it  
11 is still the employee's responsibility  
12 to ensure contact is made within the  
13 day with their supervisor or alternate  
14 in supervisor' absence so that approval  
15 of leave can be considered. It is  
16 understood that the time from the  
17 beginning of the shift to the time the  
18 employee contacts the supervisor is  
19 not automatically approved. If the  
20 emergency leave request is

1 disapproved and the employee is  
2 dissatisfied with the disapproval, they  
3 may request a review of the decision  
4 with the Division Chief or his  
5 designee.

6  
7 (b) For leave requests during the  
8 workday, the employee must submit  
9 OPM Form 71 to the immediate  
10 supervisor or designee and obtain  
11 approval prior to leaving the worksite.  
12 A request for documentation to  
13 support an emergency may be  
14 requested from the employee.

15  
16 (c) When emergency conditions or  
17 completion of important workload  
18 missions require maximum attendance  
19 and employees are required to forego  
20 their previously scheduled vacations,

1 such employees will be permitted to  
2 reschedule their vacations. The  
3 Employer will make every effort to  
4 accommodate the rescheduled  
5 vacation period. When it is necessary  
6 to withdraw approval of vacation  
7 leave, the supervisor will notify the  
8 employee as soon as possible prior to  
9 the employee's scheduled vacation  
10 period. Withdrawal during the 30-day  
11 period immediately preceding an  
12 employee's scheduled vacation will  
13 only be made for compelling  
14 workload reasons. Should the  
15 employee be dissatisfied with the  
16 cancellation, he may request a review  
17 of the decision with the Division  
18 Chief or his designee. The Employer  
19 will ensure that adequate  
20 arrangements are made for use of

1 annual leave to prevent forfeiture of  
2 any leave at the end of the leave year.  
3 For those employees incurring an  
4 injury or illness for which previously  
5 scheduled excess annual leave cannot  
6 be rescheduled, the restoration of  
7 forfeited annual leave will be handled  
8 on a case-by-case basis and will  
9 immediately be referred to the  
10 Civilian Personnel Advisory Center.

11 (d) The Employer may approve  
12 annual leave or leave without pay for  
13 employees designated by the Union to  
14 attend District/National conventions,  
15 seminars, or conferences.

1                                   ARTICLE 12  
2                                   LEAVE-SICK

3  
4   SECTION 1. Sick leave is an  
5   employee's earned benefit. In  
6   requesting and granting sick leave all  
7   applicable leave regulations will be  
8   followed. The Union joins the  
9   Employer in recognizing the  
10  insurance value of sick leave and  
11  agrees to encourage employees  
12  (covered under both CSRS & FERS)  
13  to conserve sick leave so it will be  
14  available to them in cases of extended  
15  illness.

16  
17  SECTION 2. Definitions:

18  
19       a. In accordance with 5 CFR  
20   630.201 family member means an



1 individual with any of the following  
2 relationships to the employee:

3 (1) Spouse, and parents thereof;

4 (2) Sons and daughters, and  
5 spouses thereof;

6 (3) Parents, and spouses thereof;

7 (4) Brothers and sisters, and  
8 spouses thereof;

9 (5) Grandparents and  
10 grandchildren, and spouses thereof;

11 (6) Domestic partner and parents  
12 thereof, including domestic partners  
13 of any individual in paragraphs (2)  
14 through (5) of this definition; and

15 (7) Any individual related by  
16 blood or affinity whose close  
17 association with the employee is the  
18 equivalent of a family relationship.  
19

1       b. Domestic partner means an adult  
2 in a committed relationship with  
3 another adult, including both same-  
4 sex and opposite-sex relationships.  
5

6       c. Committed Relationship means  
7 one in which the employee, and the  
8 domestic partner of the employee, are  
9 each other's sole domestic partner  
10 (and are not married to or domestic  
11 partners with anyone else); and share  
12 responsibility for a significant  
13 measure of each other's common  
14 welfare and financial obligations.  
15 This includes, but is not limited to,  
16 any relationship between two  
17 individuals of the same or opposite  
18 sex that is granted legal recognition  
19 by a State or by the District of  
20 Columbia as a marriage or analogous

1 relationship (including, but not  
2 limited to, a civil union).

3  
4 SECTION 3. Sick leave requests  
5 must be approved in accordance with  
6 the procedures set forth in 5 CFR  
7 630.401, when the employee:

8  
9 a. Receives medical, dental, or  
10 optical examination or treatment;

11  
12 b. Is incapacitated for the  
13 performance of duties by physical or  
14 mental illness, injury, pregnancy or  
15 childbirth;

16  
17 c. Provides care for a family  
18 member who is incapacitated by a  
19 medical or mental condition or attends  
20 to a family member receiving

1 medical, dental, or optical  
2 examination or treatment;

3  
4 d. Provides care for a family  
5 member with a serious health  
6 condition;

7  
8 e. Makes arrangements necessitated  
9 by the death of a family member or  
10 attends the funeral of a family  
11 member; or

12  
13 f. Would, as determined by the  
14 health authorities having jurisdiction  
15 or by a health care provider,  
16 jeopardize the health of others by his  
17 presence on the job because of a  
18 communicable disease.

19

1 g. Must be absent from duty for  
2 purposes relating to his or her  
3 adoption of a child, including  
4 appointments with adoption agencies,  
5 social workers, and attorneys; court  
6 proceedings; required travel; and any  
7 other activities necessary to allow the  
8 adoption to proceed.

9  
10 SECTION 4. Granting sick leave is  
11 an administrative responsibility of the  
12 appropriate supervisor in accordance  
13 with 5 C.F.R. 630.403. Employees are  
14 required to submit acceptable  
15 certificates from their physician  
16 supporting sick leave requests when  
17 they are absent on sick leave for a  
18 continuous period in excess of three  
19 (3) days or for a lesser period when  
20 determined necessary, for example

1 when there is a suspected pattern of  
2 abuse or a single instance of  
3 suspected abuse. A medical  
4 statement signed by a registered  
5 practicing physician or other  
6 practitioner certifying to the  
7 incapacitation, treatment, and to the  
8 period of disability while the patient  
9 was receiving treatment should be  
10 acceptable evidence for the supervisor  
11 to determine whether an employee  
12 was incapacitated for duty. The  
13 supervisor should refer questions  
14 regarding appropriateness or  
15 adequacy of a medical certificate to  
16 the Medical Review Officer in the  
17 Occupational Health Clinic.

18  
19 a. Sick leave will be requested on an  
20 OPM Form 71 as soon as the

1 requirement is known for scheduled  
2 visits to doctors, dentists,  
3 obstetricians, and for the purpose of  
4 securing diagnostic examinations and  
5 x-rays. Sick leave for these  
6 appointments shall be granted for the  
7 amount of hours necessary, depending  
8 on the time and location of the  
9 appointment. Sick leave can be  
10 granted for travel time to and from the  
11 appointment when the employee  
12 departs from and returns to the depot.  
13 If the appointment ends so late in the  
14 day that returning to work would  
15 preclude any productive effort on the  
16 part of the employee, the supervisor  
17 may grant sick leave from the  
18 departure to the end of the shift. At  
19 the supervisor's discretion, he may  
20 require the employee to furnish the

1 name of the doctor to be visited.  
2 Whenever possible, employees are  
3 encouraged to schedule appointments  
4 on non-duty days or in the latter part  
5 of the workday. When an employee  
6 requests unscheduled sick leave to  
7 visit a dentist, doctor, obstetrician,  
8 etc., he will present a medical  
9 certificate to his supervisor upon his  
10 return to work.

11  
12 b. Each employee is responsible for  
13 notifying his immediate supervisor or  
14 alternate in his absence when he is  
15 prevented from reporting for work  
16 because of incapacitating illness or  
17 injury. **Supervisor will provide**  
18 **employee contact information in**  
19 **case of illness. Employees must**  
20 **contact the supervisor or alternate**



1 **in his supervisor's absence either by**  
2 **telephone, text or email as soon as**  
3 **possible but not later than the first**  
4 **two hours after the start of the**  
5 **employee's regular tour of duty on**  
6 **the first day of his absence and on**  
7 **each succeeding day unless it is of a**  
8 **known duration or an anticipated**  
9 **day of recovery is communicated**  
10 **with the supervisor. The employee**  
11 **will provide a telephone number**  
12 **where they can be contacted. It is**  
13 **understood that it is still the**  
14 **employee's responsibility to ensure**  
15 **contact is made within the day with**  
16 **the supervisor or alternate in his**  
17 **absence so that approval of leave can**  
18 **be considered. If due to injury or**  
19 **illness, the employee is so**  
20 **incapacitated that he cannot**

1 **contact supervisor to personally**  
2 **request sick leave, a family member**  
3 **may contact the supervisor for him.**  
4

5 c. For absences of extended  
6 duration, the employee must contact  
7 his supervisor at least every seventh  
8 calendar day to report his continued  
9 absence and anticipated recovery date.  
10 When an employee furnishes his  
11 supervisor a statement issued by a  
12 qualified physician establishing the  
13 duration of absence and anticipated  
14 date of return to duty, the requirement  
15 may be waived.  
16

17 d. Employees are required to submit  
18 acceptable certificates from their  
19 physician for annual leave used in lieu  
20 of sick leave when they are absent for

1 a continuous period in excess of three  
2 (3) days or for a lesser period when  
3 determined necessary.

4  
5 SECTION 5. The Agency will  
6 comply with all applicable regulations  
7 and procedures in issuing sick leave  
8 control letters. Management should  
9 communicate with the employee any  
10 concerns with regard to sick leave  
11 usage which may include informal  
12 counseling. In consultation with the  
13 Civilian Personnel Advisory Center,  
14 the supervisor may issue a sick leave  
15 control memorandum of limited  
16 duration (90 days) to an individual to  
17 impose a requirement that all  
18 absences due to medical reasons,  
19 regardless of duration, be supported  
20 by an acceptable physician's

1 statement. After the determined  
2 timeframe, the supervisor will review  
3 the employee's sick leave usage to  
4 determine if the requirement is to be  
5 terminated or extended. The  
6 Employer's decision to extend is  
7 subject to review through the  
8 grievance procedure.

9  
10 SECTION 6. Advance sick leave up  
11 to 240 hours may be made only in  
12 clearly established cases of serious  
13 disability or ailment when the  
14 exigency of the situation warrants,  
15 and there is reasonable assurance the  
16 employee will be able and willing to  
17 return to duty and intends to do so for  
18 a period sufficient to repay the  
19 number of hours advanced. A serious  
20 disability or ailment must be

1 supported by an acceptable certificate  
2 from a licensed practicing physician  
3 or other recognized practitioner.

4 Advance sick leave may not be  
5 approved if the employee has  
6 established a pattern of questionable  
7 sick leave use.

8  
9 SECTION 7. When an employee is  
10 assigned a temporary restricted work  
11 classification by the physician in the  
12 Occupational Health Clinic (OHC),  
13 the Employer will consider placing  
14 the employee on an available job  
15 within the prescribed restrictions.  
16 Should no such job be available for  
17 the duration of the restriction, the  
18 employee may request to use sick or  
19 annual leave, if available, leave  
20 without pay, or apply for injury

1 compensation as provided by law, if  
2 said injury was work related.

3  
4 a. No employee who has sustained a  
5 disabling injury will be required to  
6 perform his normal duties until he is  
7 declared physically capable of  
8 performing those duties by the  
9 physician in the OHC.

10  
11 b. When an employee is referred to  
12 the OHC by his supervisor due to  
13 injury, job related illness, the OHC  
14 will make a medical recommendation  
15 as to whether the employee is able to  
16 continue the workday or should be  
17 released to see his personal physician.  
18

1 c. When the OHC refers an  
2 employee to see his personal  
3 physician, he will:  
4

5 (1) Return to his work center for  
6 release from duty by his supervisor or  
7 alternate in his absence. If due to  
8 injury or illness, the employee is so  
9 incapacitated that he cannot return to  
10 his work center to secure his work  
11 area, he and/or the OHC will call and  
12 notify the supervisor or alternate in  
13 his absence.  
14

15 (2) Upon his return, his  
16 supervisor will send him through the  
17 OHC for release back to duty.  
18

1           (3) If the absence is in excess of  
2 three (3) days, he will be required to  
3 furnish a medical certificate.  
4

5           (4) If the release occurs after the  
6 first four (4) hours of the shift, the day  
7 will not count towards above. Any  
8 release prior to that time will be  
9 considered the first day of absence.

10 Any communication required with an  
11 employee's personal physician will be  
12 accomplished through the (OHC) by  
13 the officer in charge or a designated  
14 individual by the OHC.  
15

## 16 SECTION 8. Sick Leave to Care for 17 Family Members 18

19       a. The sick leave provisions  
20 outlined in Section 1, allow all



1 covered full-time employees to use a  
2 total of up to 104 hours (13 days) of  
3 sick leave each year for family care or  
4 bereavement purposes.

5  
6 b. Expanded Sick Leave for Family  
7 Care Purposes – Under Office of  
8 Personnel Management regulations,  
9 an employee may use a total of up to  
10 480 hours (12 weeks) of sick leave  
11 each year to care for a family member  
12 with a serious health condition. If an  
13 employee previously has used any  
14 portion of the 104 hours (13 days) of  
15 sick leave for general family care or  
16 bereavement purposes in a year  
17 (Section 8a above), that amount must  
18 be subtracted from the 480 hour  
19 entitlement.

1 SECTION 9. The Employer will not  
2 publicly post individual or shop sick  
3 leave records, for the purpose of any  
4 competition which could have the  
5 effect of discouraging the proper use  
6 of sick leave.  
7

1                                   ARTICLE 13  
2                                   LEAVE-OTHER

3  
4   SECTION 1. Compensatory Time  
5   Off.

6  
7       a. The approval of compensatory  
8   time off shall be subject to the same  
9   considerations that exist for the use of  
10  annual leave. If the employee has  
11  compensatory time to be used, it shall  
12  be the employee's decision whether to  
13  use Compensatory time off or annual  
14  leave. The employee also has the  
15  right to use a combination of annual  
16  leave and compensatory time off.

17  
18       b. Compensatory time off must be  
19  used by the end of the 26<sup>th</sup> pay period  
20  after the pay period in which it was

1 earned. Compensatory time not used  
2 during the established time period  
3 shall be paid at the overtime rate at  
4 which it was earned.

5  
6 SECTION 2. Family and Medical  
7 Leave Act (FMLA) 5 CFR 630.1201.

8  
9 a. Eligible employees may use up  
10 to twelve (12) workweeks of unpaid  
11 leave during any 12-month period for  
12 the birth of a son or daughter;  
13 placement of a son or daughter with  
14 the employee for adoption or foster  
15 care; the care of a spouse, son,  
16 daughter (a child must be under 18 or  
17 incapable of self-support as defined in  
18 5 CFR 630.1202), or parent of the  
19 employee who has a serious health  
20 condition; and a serious health

1 condition of the employee making  
2 them unable to perform the essential  
3 functions of his/her position.  
4

5 b. Employees must provide notice  
6 of his intent to take FMLA leave not  
7 less than thirty (30) days before leave  
8 is to begin. If the need for leave is not  
9 foreseeable, i.e., a medical  
10 emergency, and the employee cannot  
11 provide thirty (30) calendar days'  
12 notice of his/her need for the leave,  
13 the employee shall provide notice  
14 within a reasonable period of time  
15 appropriate to the circumstances  
16 involved IAW 5 CFR 630.1206.  
17 There is no provision for invoking  
18 FMLA retroactively. In addition, the  
19 employee must submit medical  
20 certification for FMLA leave taken to

1 care for his spouse, son, daughter or  
2 parent who has a serious health  
3 condition or for the serious condition  
4 of the employee.

5  
6 SECTION 3. Leave Without Pay.

7  
8 a. Employees may apply for leave  
9 without pay in accordance with  
10 applicable laws and directives.

11  
12 b. Such leaves of absence without  
13 pay shall not exceed one (1) year for  
14 each application.

15  
16 c. Employees on approved leave of  
17 absence without pay will accrue all  
18 rights and privileges authorized by  
19 regulations. Employees may be  
20 granted leave without pay for a period

1 of up to one (1) year to serve as a paid  
2 representative of AFGE in accordance  
3 with AR 690-990-2, Book 630 and  
4 governing regulations.

5  
6 SECTION 4. Administrative  
7 Leave/Excused Absence:

8  
9 a. The Commander reserves the  
10 right to grant administrative  
11 leave/excused absence where  
12 circumstances or emergency  
13 conditions warrant, in accordance  
14 with applicable directives and/or  
15 regulations. In the case of a  
16 workforce release, the Commander or  
17 designated representative will inform  
18 the Union.

1       b. Blood Donations. As workload  
2 permits, employees who volunteer as  
3 blood donors, without compensation,  
4 to qualifying recipients will be  
5 excused from work without charge to  
6 leave for the time necessary to donate  
7 blood and recuperate. The length of  
8 the excused absence will be at the  
9 supervisor's discretion but will not  
10 exceed four (4) hours per donation  
11 including recuperation and travel  
12 time. Four (4) donations per year can  
13 be made under this provision.  
14 Appointments will be made by the  
15 employee's immediate supervisor or  
16 by the employee with the supervisor's  
17 consent. The employee is required to  
18 submit his/her request on an OPM  
19 Form 71 as soon as possible but not  
20 later than twenty-four (24) hours prior



1 to the desired date. No appointments  
2 will be made on a Friday preceding a  
3 holiday, or any other workday that  
4 precedes a holiday. The four (4)  
5 hours of-excused absence is  
6 applicable only when blood is actually  
7 donated. For clarification, even if an  
8 employee is donating blood on Depot,  
9 the excused absence begins at the  
10 time the employee leaves the shop to  
11 donate blood. However, employees  
12 rejected as donors will be eligible for  
13 an excused absence limited to the  
14 time spent in traveling from and to the  
15 worksite and the time spent at the  
16 blood bank. All employees will  
17 provide documentation from the  
18 Blood Bank to their immediate  
19 supervisor that indicates they donated  
20 or attempted to donate blood.

1 c. Court leave.

2  
3 (1) Court leave is the authorized  
4 absence, without charge to annual  
5 leave or loss of compensation, of an  
6 employee during a period of absence  
7 when he is summoned, in connection  
8 with a judicial proceeding, by a court  
9 or authority responsible for the  
10 conduct of that proceeding, to serve:

11  
12 (a) As a Juror; or

13  
14 (b) As a witness on behalf of  
15 any party in connection with any  
16 judicial proceeding to which the  
17 United States, the District of  
18 Columbia, or a State or local  
19 government is a party.  
20

1           (2) An eligible employee under  
2 proper summons from a county, state,  
3 or federal court should be granted  
4 court leave to serve on a jury from the  
5 date stated in the summons to the date  
6 he is discharged by the court. An  
7 employee properly summoned by a  
8 State or Federal Court to serve on a  
9 jury which requires reporting to the  
10 Courthouse any time between 0800-  
11 1100 hours will not be required to  
12 report for duty prior to the court  
13 leave. An employee whose reporting  
14 requirement is after **1100** hours, will  
15 be required to report to work at the  
16 beginning of their shift and may be  
17 excused from work **two hours prior**  
18 **to scheduled court report time** to  
19 allow the employee sufficient time to

1 return home, clean up and change  
2 clothes, and travel to the Courthouse.  
3

4 (3) Night (2<sup>nd</sup> & 3<sup>rd</sup>) shift  
5 employees called for jury duty will be  
6 excused from their regularly-  
7 scheduled night duties when the  
8 employee reports for jury duty during  
9 the day without a charge to annual  
10 leave and with compensation at the  
11 night differential rate.  
12

13 **(4) Third shift employees**  
14 **called for jury duty Tuesday to**  
15 **Friday will be excused from duty**  
16 **the day prior to the report date**  
17 **without a charge to annual leave**  
18 **and with compensation at the night**  
19 **differential rate. If the court report**  
20 **date is a Monday and the employee**

1 **is scheduled for directed/voluntary**  
2 **overtime on Sunday, he will be**  
3 **excused from that overtime**  
4 **requirement.**

5  
6 (5) Prior to this absence from  
7 duty, the employee will present the  
8 court order, subpoena, or summons to  
9 his supervisor for review as far in  
10 advance as possible, but not later than  
11 one week prior to the requirement.  
12 The employee is also required to  
13 submit satisfactory evidence of his  
14 attendance at court for performing the  
15 service which entitled him to court  
16 leave. A certification of jury service  
17 performed will be delivered to the  
18 appropriate supervisor for submission  
19 by the supervisor to the Finance and  
20 Accounting Office.

1           (6) If an employee is excused or  
2 discharged by the court for an  
3 indefinite period subject to recall by  
4 the court, or for a definite period in  
5 excess of one (1) day, he will not be  
6 carried on court leave, but will be  
7 expected to report for duty or have  
8 his/her absence charged to appropriate  
9 leave. When an employee is excused  
10 or released by the court for any day or  
11 substantial portion of a day, he will be  
12 expected to report to duty, provided  
13 the return would not cause the  
14 employee hardship because of the  
15 distance from home, duty station, and  
16 the court. **When the employee is**  
17 **excused by the court earlier than**  
18 **1100, he will be allowed 30 minutes**  
19 **of court leave to travel back to the**  
20 **Depot. If he is excused at 1100 or**

1 **later, he will be allowed 30 minutes**  
2 **of unpaid time for lunch and 30**  
3 **minutes of court leave to travel**  
4 **back to the Depot. If this time**  
5 **would allow him/her to arrive at**  
6 **his/her work site for three (3) hours**  
7 **work or more, he/she will report for**  
8 **duty or contact the supervisor and**  
9 **make other arrangements.**

10  
11 d. Registration and Voting. The  
12 Union and the Employer mutually  
13 agree to encourage all employees to  
14 exercise their right to vote. In cases  
15 where the time left in the workday  
16 does not permit the employee  
17 sufficient time to vote, early voting is  
18 expected and/or annual leave or leave  
19 without pay may be approved by the  
20 supervisor.

1 **SECTION 5: Shutdown of**  
2 **Activities.**

3  
4 **a. In the event the Commander**  
5 **schedules a shutdown of activities**  
6 **for the primary purpose of**  
7 **maintenance and employees will be**  
8 **required to take leave, the following**  
9 **provisions will apply. Written**  
10 **notice will be provided to the Union**  
11 **President (designee) and bargaining**  
12 **unit employees at least 5 months in**  
13 **advance. The shutdown of**  
14 **activities will not require employees**  
15 **to take leave for more than 32**  
16 **hours and will be limited to the pay**  
17 **period(s) in which Christmas Day**  
18 **and New Year's Day occur. The**  
19 **employee will choose what type of**  
20 **leave he or she will use to cover the**



1 **shutdown to include annual leave,**  
2 **compensatory leave and leave**  
3 **without pay. A maintenance plan**  
4 **will be communicated in writing to**  
5 **the Union President (designee) sixty**  
6 **(60) days before the shutdown. The**  
7 **Union will be given an opportunity**  
8 **to provide input regarding impact**  
9 **and implementation of any**  
10 **maintenance shutdown for 32**  
11 **consecutive hours in duration. If a**  
12 **shutdown of activities is scheduled**  
13 **for 32 consecutive hours, Liberal**  
14 **Leave will be given for the day after**  
15 **Thanksgiving immediately before**  
16 **the scheduled shutdown. An**  
17 **attempt will be made to find work**  
18 **for 50 maximum employees for the**  
19 **duration of the shutdown on a daily**  
20 **basis (8 hours increments). 50%**

1 will be reserved for employees who  
2 were hired within 5 months of the  
3 scheduled shutdown and 50% will  
4 be reserved for all other bargaining  
5 unit employees with the  
6 understanding that if the available  
7 work isn't maximized by either  
8 group, the openings will be  
9 available to all other employees. It  
10 is understood that the work will not  
11 be within the regular scope of  
12 duties. Employees who wish to  
13 work must commit in writing 60  
14 days prior to the shutdown and first  
15 consideration will be made  
16 according to service computation  
17 date (SCD) as annotated on SF50.  
18 Both parties agree that shutdowns  
19 of activities are impactful to the  
20 employee as well as the agency, but

1 **may be required to maintain the**  
2 **longevity, productivity, and**  
3 **efficiency of the Depot and as such,**  
4 **careful consideration will be given**  
5 **before scheduling a shutdown.**

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20

1                                   ARTICLE 14  
2                                   HOLIDAYS

3  
4 SECTION 1. Holiday Work.

5  
6       a. Management reserves the right to  
7 order, require, and assign work on  
8 holidays. Work on holidays  
9 established by Federal Statutes or  
10 Executive Order will, insofar as  
11 consistent with efficiency and  
12 operating needs as determined by the  
13 Employer, be kept to a minimum and  
14 when possible be observed as non-  
15 workdays.

16  
17       b. Employees shall be entitled to  
18 holiday benefits, consistent with  
19 applicable regulations, in connection  
20 with all Federal holidays now

1 prescribed by law or Executive Order  
2 and any that may be later added by  
3 law or Executive Order.  
4

5 c. The Employer agrees that insofar  
6 as practicable, the President of the  
7 Union will be advised of any work  
8 requirement during a holiday.  
9

10 d. In assigning employees to holiday  
11 work, the same requirements and  
12 consideration will be applied as  
13 assignments to overtime work.  
14

15 e. The Employer agrees not to  
16 assign employees to work on a  
17 holiday solely to avoid overtime work  
18 that would otherwise be performed on  
19 a day outside the basic workweek.  
20

1 SECTION 2. HOLIDAY PAY.

2  
3 a. Employees in a pay status will  
4 receive eight (8) hours pay at their  
5 regular hourly rate plus appropriate  
6 shift differential on all days defined as  
7 holidays that they are not required to  
8 work, except as provided in  
9 applicable laws and regulations.

10  
11 b. Employees working on a holiday  
12 observed within the basic workweek  
13 will receive their regular pay plus  
14 premium pay at a rate equal to their  
15 basic rate of pay, plus appropriate  
16 night pay differential for each hour  
17 worked not to exceed eight (8) hours.

18  
19 c. Employees working on a holiday  
20 outside the basic workweek will

- 1 receive the same pay as they would
- 2 normally receive on an overtime day.

1                                   ARTICLE 15  
2                   MERIT PLACEMENT AND  
3                                   PROMOTION  
4

5   SECTION 1. Employees who desire  
6   to be considered for promotion  
7   opportunities will have an  
8   updated/current resume in the  
9   appropriate database. Employees  
10  must apply for job announcements to  
11  receive consideration. When  
12  competitive procedures are used to fill  
13  position vacancies, all selections will  
14  be made from a list of candidates, or  
15  any other appropriate source.  
16  Employees may seek assistance  
17  regarding procedures for applying for  
18  job announcements from the  
19  Administrative Officer of their  
20  organization or the Union.



1 SECTION 2. Employees will have  
2 access to vacancy announcements by  
3 accessing the CCAD Intranet page  
4 (home page) or Internet page at  
5 [www.ccad.army.mil](http://www.ccad.army.mil). The Employer  
6 will notify and consult with the Union  
7 of any system changes, modifications,  
8 or updates and provide training as  
9 appropriate. Management recognizes  
10 their obligations under the Statute.

11  
12 SECTION 3. An employee may use  
13 the following grievance procedure in  
14 order to provide them with an avenue  
15 of redress regarding non-referral or no  
16 resume found on file (when proof of  
17 submission exists).

1 a. INFORMAL GRIEVANCE  
2 PROCEDURES FOR NON-  
3 REFERRAL:  
4

5 (1) The informal inquiry should  
6 be submitted as quickly as possible  
7 after the employee receives notice of  
8 status. Employees can send inquiries  
9 regarding non-referral directly to the  
10 appropriate designated email address  
11 as indicated in the vacancy  
12 announcement. The employee will  
13 receive an electronic response to their  
14 inquiry.  
15

16 (2) The informal inquiry should  
17 be submitted as quickly as possible  
18 after the employee receives notice of  
19 status. If it is determined that the  
20 employee should be referred, CPAC

1 will correct the situation as soon as  
2 practicable. If no selection has been  
3 made, the employee will be added to  
4 the referral. If a selection has already  
5 been made, the employee will receive  
6 priority consideration for the next like  
7 vacancy for which employee is  
8 qualified (same pay-plan, series,  
9 grade, duties and nature of fill i.e.  
10 temporary or permanent). (Priority  
11 consideration means the candidate  
12 will be referred prior to other  
13 applicants for consideration for the  
14 vacancy; however, this does not mean  
15 that employee is guaranteed  
16 selection.)

17  
18 **b. NEGOTIATED GRIEVANCE**  
19 **PROCEDURE (NGP) FOR NON-**  
20 **REFERRAL:**

1 (1) If no satisfactory settlement  
2 is reached during the informal  
3 grievance, the employee may submit a  
4 grievance in writing at Step 1 within  
5 four (4) working days from the date of  
6 the electronic reply to inquiry. It will  
7 be filed with the Director of the  
8 Civilian Personnel Advisory Center  
9 (CPAC) or designee. The grievance  
10 should state the specific issues(s)  
11 involved and the remedial action  
12 requested. A copy of the employee's  
13 inquiry and the electronic reply will  
14 be attached to the grievance.

15  
16 (2) The Director of Civilian  
17 Personnel Advisory Center will  
18 arrange to meet with the employee  
19 and representative within four (4)  
20 working days after receipt of the

1 grievance. A CPAC specialist(s) may  
2 attend this meeting. A written  
3 decision will be rendered within six  
4 (6) working days of the grievance  
5 meeting. The Union representative  
6 will be contacted to pick up the  
7 written decision for delivery to the  
8 employee and acknowledge receipt.  
9 An original and one copy will be  
10 provided.

11  
12 (3) If no satisfactory settlement  
13 is reached, the aggrieved employee  
14 shall submit the grievance in writing  
15 to the Commander, stating the  
16 specific issue(s) involved and the  
17 remedial action requested within four  
18 (4) working days from receipt of the  
19 decision from the Director of Civilian  
20 Personnel Advisory Center. The

1 Commander or his designee will  
2 arrange within four (4) working days  
3 to meet with the aggrieved employee,  
4 the representative, and a CPAC  
5 Specialist. A written decision will be  
6 rendered within eight (8) working  
7 days of the grievance meeting. The  
8 Union representative will be  
9 contacted to pick up the written  
10 decision for delivery to the employee  
11 and acknowledge receipt. An original  
12 and one copy will be provided.

13  
14 **SECTION 4.** There will be no  
15 discrimination in promotion or  
16 selection for promotion because of  
17 membership in the Union.

18  
19 **SECTION 5.** Once an employee has  
20 been referred for consideration, the

1 grievance procedure outlined in  
2 Article 23 may be used to address any  
3 concerns regarding the selection  
4 process. Mere failure to be selected  
5 for promotion when proper  
6 procedures are used is not a basis for  
7 a formal complaint.

8  
9 **SECTION 6. Definitions of**  
10 **violations.**

11  
12 a. **Procedural violations.** A  
13 procedural violation occurs when a  
14 placement action does not conform to  
15 the requirements of the Merit  
16 Promotion and Related Placement  
17 Plan.

18  
19 b. **Regulatory violation.** A  
20 regulatory violation occurs when the

1 selected employee did not meet legal  
2 requirements or OPM regulatory  
3 requirements at the time of the  
4 placement, i.e., not meeting time-in-  
5 grade requirements, or not meeting  
6 minimum OPM qualification  
7 requirements.

8  
9 c. Program violation. A program  
10 violation occurs when the Department  
11 of the Army guidelines do not  
12 conform to OPM requirements, or the  
13 Merit Promotion and Related Army  
14 guidelines do not conform to  
15 Department of the Army guidelines,  
16 i.e., inappropriate merit promotion  
17 program requirements. Actions based  
18 on discrimination, favoritism, or  
19 nepotism are also regulatory  
20 violations.



1 SECTION 7. When a resolution of a  
2 complaint results in an employee  
3 being given special consideration for  
4 the next or similar job, upon request, a  
5 reason will be given to the employee  
6 if not selected for that promotion.



1 by other desirable or practicable  
2 means. Employees' assigned duties  
3 outside their official job description  
4 for more than thirty (30) days should  
5 be considered to be placed on an  
6 official detail under the terms of this  
7 Article or other appropriate action in  
8 consultation with the CPAC. The  
9 Employer is responsible for keeping  
10 details within the shortest practicable  
11 time limit and assuring that the details  
12 do not compromise the open-  
13 competitive principle of the merit  
14 system or the principles of job  
15 evaluation. Employees will not be  
16 detailed to perform work of a higher  
17 grade level for more than one hundred  
18 twenty (120) calendar days. If a  
19 temporary promotion to a higher  
20 grade or a combination of a detail and

1 temporary promotion to a higher  
2 grade is made for more than one  
3 hundred twenty (120) days, it will be  
4 made under competitive promotion  
5 procedures. Should the requirements  
6 of the Agency necessitate an  
7 employee being detailed to a lower  
8 grade position, this will in no way  
9 adversely affect the employee's salary  
10 or classification.

11  
12 **SECTION 3.** An employee detailed  
13 for more than thirty (30) days shall be  
14 given a copy of the job description or  
15 statement of duties/tasks to be  
16 performed. Employees who are being  
17 detailed will be notified of the reasons  
18 for the detail, the expected duration of  
19 the detail, and the nature of the duties  
20 to be performed. Details in excess of

1 thirty (30) days will be reported on  
2 Standard Form 52 (Request for  
3 Personnel Action), or other  
4 appropriate form and maintained as a  
5 permanent record in the Official  
6 Personnel Folder. Such reporting is  
7 not required for loans. The employee  
8 will be provided a copy of the SF-52  
9 within thirty (30) days of the process  
10 date.

11  
12 **SECTION 4.** Employees within a  
13 trade classification of each shop will  
14 be given an opportunity to qualify for  
15 advancement menial or dirty tasks, or  
16 work which is generally recognized as  
17 undesirable within the duties  
18 described in the employee's job  
19 description will be assigned to

1 employees of the shop on a fair and  
2 equitable basis.

3  
4 SECTION 5. It is recognized that  
5 changes in workload and mission  
6 often necessitate the use of loans  
7 and/or details to meet workload  
8 requirements. When it becomes  
9 necessary to loan and /or detail an  
10 employee from one work center to  
11 another, selection will be determined  
12 within the appropriate job  
13 classification (title, series, grade).  
14 Volunteers will be solicited first, and  
15 if a sufficient number of volunteers  
16 cannot be obtained, assignment will  
17 be made on the basis of least senior  
18 employee as indicated by service  
19 computation date. Management may  
20 exempt an employee(s) from being

1 loaned/detailed only when compelling  
2 work requirements necessitate such  
3 action.

4  
5 SECTION 6. When the need arises to  
6 detail/loan employees, a roster will be  
7 established in the work center listing  
8 all employees who are permanently  
9 assigned to that organization. The  
10 initial roster will be established by  
11 listing employee names in groups by  
12 title, series, and grade and then  
13 descending order of seniority within  
14 each group. Once a loan/detail  
15 assignment has been completed, that  
16 employee will be placed at the bottom  
17 of the roster within their grade series.  
18 Future detail/loan assignments will be  
19 made on a rotational basis. A detail  
20 of an employee due to a positive drug

1 test will not count for purposes of the  
2 roster.

3  
4 SECTION 7. In the event it is  
5 proposed to extend a detail beyond  
6 one hundred twenty (120) calendar  
7 days, the Employer will notify the  
8 employee. If more than one employee  
9 has been on the 120 day detail and all  
10 employees will not be extended, the  
11 provisions of Section 5 will determine  
12 which employees continue the detail.  
13 If the employee has objections to the  
14 extension, such objections will be  
15 made known to the Employer at the  
16 time of notification. The Employer  
17 will give consideration to the  
18 employee's concern. The employee  
19 will be provided with one (1) copy of



1 the SF 52 covering the extension  
2 period.

3  
4 **SECTION 8.** In making a detail/loan  
5 assignment in accordance with the  
6 above procedures, the Employer will  
7 give full and fair consideration to all  
8 employees concerning their personal  
9 hardship and health.



1 reassignment. When there is more  
2 than one eligible and qualified  
3 employee for reassignment,  
4 management will solicit volunteers  
5 first from their list of best qualified  
6 employees.

7  
8 b. If more than one employee  
9 volunteers, the volunteer with the  
10 most seniority by service computation  
11 date (SCD) will be reassigned.

12  
13 c. If no qualified volunteers, from  
14 the employees identified above, then  
15 placement will be made by  
16 involuntary reassignment. The  
17 employee with the least amount of  
18 seniority by SCD will be reassigned.

19

1           d. In the case of excess personnel,  
2 when there is only one excess  
3 employee who is eligible and  
4 qualified for reassignment, that  
5 employee will be reassigned.  
6 “Eligible” refers to employee status  
7 (i.e., part-time or full-time). A part-  
8 time employee will not be reassigned  
9 to a full-time position and vice versa.

10  
11 SECTION 2. When an employee  
12 receives a management directed  
13 reassignment, the employee will be  
14 given the opportunity to request  
15 reconsideration to a higher level  
16 management official. If the  
17 reassignment is effected, the  
18 employee will be given a reasonable  
19 period to become familiar and  
20 proficient in the new position. When

1 an employee is assigned to a different  
2 type of aircraft or to perform a  
3 different function, the employee will  
4 be provided proper training.

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1                                   ARTICLE 18  
2                   JOB DESCRIPTIONS AND  
3                   EVALUATIONS  
4

5   SECTION 1. The primary purpose of  
6   the job description is for classification  
7   and pay purposes. It also serves as a  
8   tool for organizing work, for  
9   informing employees of the major  
10  duties and responsibilities they are  
11  expected to perform, and supervisory  
12  relationships. Employees shall  
13  perform work within their job  
14  descriptions the majority of the time.  
15

16  SECTION 2. The duties listed in job  
17  description are not set forth for  
18  purpose of limiting assignment of  
19  work. They are not to be construed as  
20  a complete list of the many duties

1 normally to be performed under a job  
2 title or those to be performed  
3 temporarily outside an employee's  
4 normal line of work.

5  
6 SECTION 3. The Supervisor will  
7 discuss with the appropriate  
8 employee(s) and the Chief Steward or  
9 his designee any proposed changes in  
10 major duties of the jobs prior to  
11 requesting classification action.  
12 When the classification of an  
13 employee's position description is  
14 changed, it will be discussed with him  
15 and the Chief Steward or his designee.

16  
17 SECTION 4. Any time an employee  
18 believes there are inconsistencies in  
19 the major duties of his job description,  
20 he may discuss the matter with the

1 supervisor. The supervisor will give  
2 consideration to any comments  
3 provided by the employee.  
4

5 SECTION 5. All employees have the  
6 right to request a review of what they  
7 consider to be inequities in their  
8 existing job classification. If the  
9 employee's inquiry involves both the  
10 correctness of the job description and  
11 the accuracy of the title, job series,  
12 pay plan or grade, the issue regarding  
13 the job description will be resolved  
14 first. **The employee will have access  
15 to the job description and  
16 evaluation report, if available, by  
17 logging into Civilian Personnel  
18 Online (CPOL). CPOL may be  
19 accessed through the CCAD portal  
20 under external links.** An employee



1 who feels that his officially assigned  
2 position is incorrectly classified may  
3 file a formal appeal. DoD Civilian  
4 Personnel Management Service  
5 (CPMS) has assumed responsibility  
6 for deciding position classification  
7 appeals for general schedule (GS) and  
8 wage grade (WG) employees filed  
9 within DA.

10  
11 a. WG employees must first appeal  
12 to DOD and then can appeal to the  
13 Office of Personnel Management  
14 (OPM).

15  
16 b. GS employees may appeal  
17 directly to OPM, however, OPM's  
18 decision is final; or GS employees  
19 may appeal to DOD and then OPM.  
20

1 SECTION 6. Each employee is  
2 entitled to Union representation or  
3 assistance in accordance with Article  
4 4, Section 7 in discussing the job  
5 description or grade with the  
6 Employer.

7  
8 SECTION 7. The Union may at any  
9 time initiate recommendations for  
10 change in job standards for a  
11 particular category of positions.  
12 Appropriate representatives of the  
13 Employer and Union will meet to  
14 discuss the facts pertaining to the  
15 recommendations. Any formal  
16 recommendations of this nature shall  
17 be submitted in writing and shall  
18 include full justification for the  
19 recommended change.

1 SECTION 8. The Employer will  
2 inform the Union when OPM will be  
3 gathering data to develop or change  
4 existing classification standards if the  
5 agency has been notified of that  
6 information.

7  
8 SECTION 9. Work leaders and team  
9 leaders will perform their leader and  
10 journeyman tasks in accordance with  
11 sound job classification principles.

1 ARTICLE 19

2 PERFORMANCE APPRAISALS

3  
4 SECTION 1. The CCAD

5 Performance Appraisal System will  
6 be in conformance with all applicable  
7 laws and regulations.

8  
9 SECTION 2. Performance standards.

10  
11 a. Performance **plans** will be  
12 established in accordance with  
13 governing regulations and appropriate  
14 rules and regulations. Performance  
15 **plans** will be applied fairly, equitably  
16 and objectively.

17  
18 b. When **performance plans** are  
19 established or revised, they will be  
20 discussed with employees.

1 SECTION 3. Performance  
2 Appraisals.

3  
4 a. Performance appraisals will be  
5 thoroughly discussed with the  
6 employee in private. The Employee  
7 will be encouraged to freely state  
8 his/her views. Performance appraisals  
9 will be based on adequate observation  
10 and knowledge of all job-related  
11 factors affecting the employee's  
12 performance.

13  
14 b. During the rating period, unit  
15 employees will be informed of their  
16 progress towards achieving  
17 performance requirements. As a  
18 minimum, the employee will receive  
19 **one progress review**. Performance  
20 discussions will be held as often as

1 needed to keep employees informed  
2 of their progress.

3  
4 c. At the end of the annual rating  
5 period, the supervisor's evaluation  
6 may make allowances for factors  
7 beyond the control of the employee  
8 that prohibited the employee from  
9 achieving a specific performance  
10 level.

11  
12 SECTION 4. Union Officers and  
13 Stewards will be evaluated only on  
14 the time spent on the job. Time spent  
15 on representational duties will not  
16 adversely affect the evaluation.

17  
18 SECTION 5. Employees shall have  
19 the right to grieve their overall **rating**  
20 **of record**, either personally or with

1 their Union representative. The first  
2 step grievance will be filed with the  
3 **Higher Level Reviewer**. If a second  
4 step is filed, it will be in accordance  
5 with the negotiated grievance  
6 procedure Article 23, Section 9c.

7  
8





1 services. In addition, folders may be  
2 reviewed by, or used to furnish  
3 information to supervisors, managers,  
4 and other officials whose duties  
5 require access to such folders.

6  
7 **SECTION 2.** It is agreed that any  
8 record in the **eOPF** will be  
9 maintained in accordance with  
10 governing OPM and/or Agency  
11 regulations.

12  
13 **SECTION 3.** It is agreed that where  
14 the Office of Personnel Management  
15 or other agency policy does not  
16 permit disclosure of a record, file, or  
17 document to an employee and/or his  
18 representative, the employee or his  
19 representative will, upon request, be

1 informed of the proper procedure for  
2 attempting to gain access.  
3

4 SECTION 4. Employees have  
5 electronic access to their personnel  
6 information. **However, it is agreed**  
7 **that, to the extent it is not contrary**  
8 **to Office of Personnel Management**  
9 **regulations, each employee, and/or**  
10 **designated representative who has**  
11 **been so authorized in writing by the**  
12 **employee, shall, upon request and**  
13 **as workload permits, be permitted**  
14 **to review Qualifying Task Listings**  
15 **(QTL), Individual Development**  
16 **Plans (IDP) and any document**  
17 **appearing in his eOPF.**

18  
19 SECTION 5. When counseling  
20 relating to informal corrective actions

1 occurs, a record of the counseling  
2 session will be documented on a  
3 Memorandum for Record (MFR) and  
4 signed by the supervisor. The  
5 employee will initial that he/she  
6 received a copy of the MFR. The  
7 employee's initial does not indicate  
8 agreement with the memorandum. If  
9 the employee refuses to initial, the  
10 supervisor will annotate the refusal on  
11 the memorandum and initial and date  
12 the entry. The supervisor will then  
13 provide a copy to the employee.  
14

1                                   ARTICLE 21  
2                           UNION-MANAGEMENT  
3                                   MEETINGS  
4

5   SECTION 1. Meetings may be held  
6   between the appropriate management  
7   level and the appropriate  
8   representatives of the union as the  
9   need arises at a mutually agreed date  
10  and time. Such meetings will be held  
11  to discuss matters of general concern  
12  to employees in the Unit.

13  
14  SECTION 2. Scheduled meetings  
15  may be held as the need arises  
16  between the Officers of Local 2142  
17  and the Commander or his designated  
18  representative. The party requesting  
19  the meeting will verbally inform the  
20  other party of the agenda. The topics

1 for the meetings will normally be  
2 matters of general concern to  
3 employees in the Unit.

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1 reprimands, counseling, or closer  
2 supervision of the employee.  
3

4 **d. “EVADE” is defined as elected**  
5 **voluntary alternate discipline. In**  
6 **some cases, as determined by**  
7 **management, an employee may be**  
8 **offered a choice of remaining on the**  
9 **job with specific disciplinary action**  
10 **and other conditions a matter of**  
11 **record rather than go through the**  
12 **process of a suspension action.**  
13 **For additional guidance, see Section**  
14 **3.**  
15

16 SECTION 2. Adverse and  
17 disciplinary actions will be for just  
18 causes only, and will be administered  
19 consistently and in accordance with  
20 legal requirements and regulations.

1 Disciplinary actions will be directed  
2 toward improving employees' work  
3 habits, conduct, attitude, and  
4 efficiency. Such actions should be no  
5 more severe than the violations  
6 warrant. Consideration should be  
7 given to whether the offense is minor,  
8 flagrant, or a repeated one.

9  
10 SECTION 3. The employee has the  
11 responsibility to follow supervisory  
12 instructions as promptly and ably as  
13 possible. The supervisor has the  
14 responsibility to create and promote  
15 conditions conducive to high morale  
16 and to keep the employees as fully  
17 informed as possible of governing  
18 laws, regulations and changes thereto.  
19 When actions are taken, whether  
20 formal or informal, the employee will



1 have the right to private discussions  
2 with the supervisor, offer his/her  
3 explanation, and consult with his/her  
4 Union representative on the problem.  
5

6 SECTION 4. When issuing adverse  
7 and disciplinary actions, the following  
8 procedures in accordance with 5 CFR  
9 752 will be followed:  
10

11 1. ADVERSE ACTIONS.  
12

13 a. An employee against whom  
14 an adverse action is proposed as  
15 described in Section 1a above will be  
16 provided a written thirty (30) calendar  
17 day advance notice unless the  
18 circumstances require the application  
19 of a reduced reply period in  
20 accordance with government-wide

1 regulations such as those found in 5  
2 C.F.R. 752.404(d)(1) and (2),  
3 respectively. The written notice will  
4 inform him of the following:

5  
6 (1) The reasons for the  
7 proposed action.

8  
9 (2) The right to review the  
10 material relied upon.

11  
12 (3) The right to reply orally  
13 and/or in writing to the Deciding  
14 Official within fifteen (15) calendar  
15 days of receipt of the proposal unless  
16 the circumstances require the  
17 application of a reduced reply period  
18 or exception to the reply period in  
19 accordance with government-wide

1 regulations such as those found in 5  
2 C.F.R. 752.404(d)(1) and (2).

3  
4 (4) The right to be represented  
5 by a representative of his choice.

6  
7 (5) The right to use a  
8 reasonable amount of official time to  
9 review the material, prepare and  
10 present his reply.

11  
12 b. The employee will be  
13 provided a written decision as soon as  
14 possible after his reply is received, or  
15 if no reply is received, after the reply  
16 period has elapsed. The decision  
17 letter will inform the employee of the  
18 following:  
19

1           (1) The right to grieve or  
2 appeal the action taken.

3  
4           (2) The right to be represented  
5 by a representative of his choice.

6  
7        2. DISCIPLINARY ACTIONS.  
8 Suspensions of fourteen (14) days or  
9 less.

10  
11        a. An employee against whom a  
12 suspension is proposed as described in  
13 1b above will be provided a written  
14 10 calendar day advance notice which  
15 will inform him of the following:

16  
17           (1) The reasons for the  
18 proposed action.

19

1           (2) The right to review the  
2 material relied upon.

3  
4           (3) The right to reply orally  
5 and/or in writing to the Deciding  
6 Official within five (5) working days  
7 of receipt of the proposal.

8  
9           (4) The right to be represented  
10 by the Union.

11  
12           (5) The right to use a  
13 reasonable amount of official time to  
14 review the material, prepare and  
15 present his reply.

16  
17           b. The employee will be  
18 provided a written decision as soon as  
19 possible after his reply is received, or  
20 if no reply is received, after the reply

1 period has elapsed. The decision  
2 letter will inform the employee of the  
3 following:

4  
5 (1) The right to grieve the  
6 action taken.

7  
8 (2) The right to be  
9 represented by the Union.

10  
11 SECTION 5. When issuing a Letter of  
12 Reprimand, the following procedures  
13 in accordance with Army Regulation  
14 690-700, Chapter 751 will be  
15 followed:

16  
17 a. An employee issued a Letter  
18 of Reprimand will be advised of the  
19 following:  
20

1                   (1) The reasons for the  
2 Letter of Reprimand.

3  
4                   (2) The right to review the  
5 material relied upon in reaching the  
6 decision to issue the Letter of  
7 Reprimand.

8  
9                   (3) The right to be  
10 represented by the Union.

11  
12                  (4) The right to grieve the  
13 Letter of Reprimand.

14  
15                  (5) The right to use a  
16 reasonable amount of duty time to  
17 review the material, prepare and  
18 present his grievance.

19

1 SECTION 6. The employer agrees to  
2 furnish the employee an extra copy of  
3 all proposed disciplinary or adverse  
4 actions and decisions. The  
5 employee's choice of representative  
6 or change in representative must be  
7 designated in writing. If a Union  
8 representative has been involved,  
9 when delivering a letter of reprimand  
10 or a proposed/decision letter to an  
11 employee, a Union representative will  
12 be present. No discussion of the  
13 matter will be made during the  
14 delivery process and the employee  
15 will acknowledge receipt. If the  
16 employee refuses to acknowledge  
17 receipt, the supervisor will annotate  
18 the refusal, initial and date, and give  
19 the letter to the employee.

20



1 SECTION 7. Grievances and  
2 Appeals:

3  
4 a. Grievances over letters of  
5 reprimand, disciplinary/adverse action  
6 decisions will be initiated at the final  
7 step of the grievance procedure within  
8 ten (10) calendar days from the  
9 effective date of action as set forth in  
10 Article 23. If a grievance over a letter  
11 of reprimand or disciplinary action  
12 contains allegations of prohibited  
13 discrimination, an employee has a  
14 choice of filing a grievance in  
15 accordance with the negotiated  
16 procedure or filing an Equal  
17 Employment Opportunity complaint,  
18 but does not have the authority to file  
19 both.

1        b. Statutory appeals over adverse  
2 action decisions will be initiated as  
3 follows:

4  
5            (1) MSPB - within thirty (30)  
6 calendar days.

7  
8            (2) EEO - within forty-five (45)  
9 calendar days.

10  
11        c. As set forth in Article 23, only  
12 one of the three (3) avenues  
13 (grievance, MSPB, or EEO) may be  
14 used.



1        b. Any claimed violation,  
2        misunderstanding, or misapplication  
3        of law, rule, or regulation affecting  
4        conditions of employment.

5  
6        SECTION 3. This negotiated  
7        procedure shall not include grievances  
8        concerning-

9  
10       a. Alleged violations concerning  
11       prohibited political activities;

12  
13       b. Retirement, life insurance, or  
14       health insurance;

15  
16       c. A suspension or removal for  
17       national security reasons;

18  
19       d. Any examination, certification, or  
20       appointment;

1 e. The classification of any  
2 position, which does not result in the  
3 reduction in grade or pay of an  
4 employee;

5  
6 f. Suspension or letters of reprimand  
7 regarding employees serving a  
8 probationary/trial period, or a  
9 temporary appointment during the  
10 first six (6) months of employment;

11  
12 g. Separation regarding  
13 probationary and temporary  
14 employees;

15  
16 h. The initial issuance of the sick  
17 leave control memorandum under  
18 Article 12 Section 5; or  
19

1 i. An adverse action as a result of  
2 Reduction In Force.

3  
4 SECTION 4. This negotiated  
5 procedure shall be the exclusive  
6 procedure available to employees of  
7 the Unit and parties to the Agreement  
8 for resolving grievances, except as  
9 provided in Section 6 of this Article.

10  
11 SECTION 5. Employees using this  
12 procedure will be represented by the  
13 Union except that employee(s) of the  
14 Unit may seek adjustment of a  
15 grievance without intervention of the  
16 exclusive representative. Any such  
17 adjustment may not be inconsistent  
18 with the terms of this Agreement.  
19 The Chief Steward or designee will be  
20 given the opportunity to be present at

1 all steps of the grievance process.  
2 The decision rendered at the second  
3 step shall be final and not subject to  
4 any further appeal. If the employee  
5 elects to act on his/her own behalf, the  
6 employee will be provided with the  
7 decision and a copy sent to the Union.  
8 Only the Union or the Employer may  
9 invoke arbitration.

10  
11 SECTION 6. An employee affected  
12 by adverse action (removal, reduction  
13 in grade or suspension of over  
14 fourteen (14) days) may file an appeal  
15 under the statutory appellate  
16 procedure or a discrimination  
17 complaint under the EEO complaint  
18 procedure or a grievance under the  
19 negotiated grievance procedure (to  
20 include an allegation of

1 discrimination) but only one of the  
2 three avenues may be used. If a  
3 grievance involving a letter of  
4 reprimand or disciplinary action (less  
5 than 14 days) contains allegations of  
6 prohibited discrimination, an  
7 employee has the choice of filing a  
8 grievance in accordance with the  
9 negotiated procedure or filing an  
10 Equal Employment Opportunity  
11 complaint, but does not have the  
12 authority to file both. For purposes of  
13 this section, an employee shall be  
14 deemed to have exercised his option  
15 only when the employee files a timely  
16 notice of appeal under the appellate  
17 procedure, files a timely EEO formal  
18 written complaint, or files a timely  
19 grievance in writing under the  
20 negotiated grievance procedure.



1 SECTION 7. In the event either party  
2 should declare a grievance non-  
3 grievable, the original grievance may  
4 be considered amended to include that  
5 issue. Disputes of  
6 grievability/timeliness, not resolved at  
7 the local level, may be referred to  
8 arbitration in accordance with the  
9 article on Arbitration.

10  
11 SECTION 8. Most grievances arise  
12 from misunderstandings or disputes,  
13 which can be settled promptly and  
14 satisfactorily on an informal basis.  
15 The parties agree that every effort will  
16 be made to settle grievances at the  
17 lowest possible level. The Union  
18 agrees to encourage employees to  
19 personally attempt to communicate,  
20 resolve problems on a one on one

1 basis with their immediate supervisors  
2 prior to requesting union  
3 representation. Inasmuch as  
4 dissatisfactions and disagreements  
5 arise occasionally among people in  
6 any work situation, the filing of a  
7 grievance shall not be construed as  
8 reflecting unfavorably on an  
9 employee's good standing, his  
10 performance, or his loyalty or  
11 desirability to the organization.  
12 Reasonable time during duty hours  
13 will be allowed for employees and  
14 their representative to prepare and  
15 present grievances. All such time will  
16 be arranged through the employee's  
17 immediate supervisor.

18

1 SECTION 9. The following  
2 procedures will be adhered to in cases  
3 involving employee grievances:  
4

5 a. Informal. An employee  
6 grievance shall first be taken up by  
7 the aggrieved employee or employees  
8 and the appropriate representative, if  
9 requested, with the immediate  
10 supervisor. An informal grievance  
11 meeting must be requested with the  
12 supervisor responsible within fifteen  
13 (15) calendar days of the incident  
14 giving rise to the grievance. The  
15 supervisor will then schedule a  
16 meeting within four (4) calendar days  
17 of the request to meet with the  
18 employee and appropriate  
19 representative to investigate and  
20 discuss the complaint/issue in an

1 attempt to reach possible resolution.  
2 **The meeting does not have to be**  
3 **held in four (4) calendar days,**  
4 **simply scheduled.** At the conclusion  
5 of the meeting the supervisor and  
6 Union Representative will sign the  
7 informal grievance form  
8 acknowledging that a meeting was  
9 held. A copy of the form will be  
10 provided to the supervisor. **At the**  
11 **conclusion of the meeting, the**  
12 **supervisor will indicate on the form**  
13 **whether he is granting requested**  
14 **relief, denying requested relief or**  
15 **informing employee that he does**  
16 **not have required authority to**  
17 **grant the relief. If the immediate**  
18 **supervisor does not have the**  
19 **required authority to resolve,**  
20 **employee may file formal grievance**

1 **at Step 1 with next level supervisor.**  
2 **If the supervisor is the subject of**  
3 **the grievance, the employee will file**  
4 **a formal grievance at Step 1 with**  
5 **the next level supervisor.**  
6

7 b. Step 1. If no satisfactory  
8 settlement is reached at the informal  
9 step the aggrieved employee shall  
10 submit the grievance in writing to the  
11 **next level supervisor.** Grievances  
12 must be presented in writing within  
13 five (5) calendar days of the informal  
14 grievance meeting. The written  
15 grievance will state the date of the  
16 incident, specific information  
17 concerning the complaint, and the  
18 remedial action sought. The **hearing**  
19 **official** will then schedule a meeting  
20 with the employee(s) and

1 representative within six (6) calendar  
2 days after receipt of the grievance. In  
3 order to facilitate resolution and  
4 expedite the grievance investigation  
5 process, **the following individuals**  
6 **will also attend Step 1 grievance**  
7 **meeting: grievant, supervisor**  
8 **hearing informal grievance, Chief**  
9 **Steward (or designee) and a CPAC**  
10 **Specialist.** The intent of this process  
11 is to build an atmosphere of trust  
12 between Management and the Union  
13 and obtain all relevant information to  
14 make a sound and fair decision.  
15 Should the complaint be outside the  
16 purview of the supervisor, the  
17 grievance will be presented to the  
18 appropriate Employer representative  
19 having authority to grant resolution.  
20 A written decision will be rendered

1 within fifteen (15) calendar days of  
2 the grievance meeting. The  
3 representative or Chief Steward will  
4 be contacted to pick up the written  
5 decision for delivery to the employee  
6 and acknowledge receipt. An original  
7 and one copy will be provided.

8  
9 c. Step 2. If no satisfactory  
10 settlement is reached at the first step,  
11 the aggrieved employee shall submit  
12 the grievance in writing to the  
13 Commander stating the specific  
14 issue(s) involved and the remedial  
15 action requested, within ten (10)  
16 calendar days from receipt of the first  
17 step decision. A courtesy copy will  
18 be submitted to the CPAC Office.  
19 The Commander or his designee will  
20 arrange within six (6) calendar days to

1 meet with the aggrieved employee,  
2 the representative. The **Management**  
3 **Official that rendered decision on**  
4 **first step grievance**, Chief Steward,  
5 and a CPAC Specialist shall attend  
6 the meeting. A written decision will  
7 be rendered within fifteen (15)  
8 calendar days of the grievance  
9 meeting. The representative or Chief  
10 Steward will be contacted to pick up  
11 the written decision for delivery to the  
12 employee and acknowledge receipt.  
13 An original and one copy will be  
14 provided.

15  
16 **SECTION 10.** Time limits contained  
17 in this Article may be extended by  
18 mutual consent of the Union and the  
19 Employer. Failure of the Employer to  
20 observe the time limits for any step in



1 the grievance procedure shall entitle  
2 the grievant to advance the grievance  
3 to the next step. Failure of the  
4 grievant to observe the time limits  
5 shall constitute the basis for  
6 termination of the grievance.

7  
8 **SECTION 11. Union Grievances.**

9 The Union has the right to file a  
10 grievance under this procedure in its  
11 own name. A non-employee  
12 grievance submitted by the Union will  
13 be submitted in writing to the  
14 Commander or his designated  
15 representative within twenty (20)  
16 calendar days of the event giving rise  
17 to the grievance to attempt resolution.  
18 The Commander or his designated  
19 representative will meet with the  
20 Union President within twenty (20)

1 calendar days after receipt of the  
2 grievance to attempt resolution of the  
3 grievance. A written decision from  
4 the Commander or his designated  
5 representative will be provided to the  
6 Union President within twenty (20)  
7 calendar days of the meeting.

8  
9 **SECTION 12. Employer Grievances.**

10 A grievance against the Union will be  
11 submitted in writing by the Employer  
12 to the Union President within twenty  
13 (20) calendar days of the event giving  
14 rise to the grievance. The Union  
15 President or his designated  
16 representative will meet with the  
17 Commander or his designated  
18 representative within twenty (20)  
19 calendar days to attempt resolution of  
20 the grievance. A written decision

1 from the Union President or  
2 designated representative will be  
3 provided to the Commander within  
4 twenty (20) calendar days from the  
5 date of the meeting.

6  
7 **SECTION 13.** If an employee  
8 resigns, dies or is separated by an  
9 action other than a removal, or  
10 withdraws his grievance before a  
11 decision is reached on a grievance  
12 being processed and no compensation  
13 issue is involved, action will be  
14 stopped and all interested parties will  
15 be notified that the case is being  
16 closed without decision. If, however,  
17 the Union can indicate to the  
18 Employer that the grievance is  
19 representative of cases involving  
20 other employees of the Unit, the

1 grievance will be processed through  
2 to a decision.

3  
4 **SECTION 14.** To ensure adequate  
5 representation is provided to  
6 employees, the Employer will furnish  
7 upon request and to the extent not  
8 prohibited by law, all information  
9 which is reasonably available and  
10 necessary and relevant to the  
11 employee's representative.  
12

1                                   ARTICLE 24  
2                                   ARBITRATION  
3

4   **Prior to filing for Arbitration,**  
5   **Union and Management are**  
6   **encouraged to engage in open**  
7   **communication for the purpose of**  
8   **resolving the grievance.**  
9

10  
11   SECTION 1. If the parties hereto fail  
12   to reach a satisfactory settlement of  
13   any grievance processed in  
14   accordance with Article 23, such  
15   grievances may be referred to  
16   arbitration by the Union or the  
17   Employer provided the grievant  
18   serves written notice within twenty  
19   (20) calendar days of receipt of the  
20   other party's final decision.

1 SECTION 2. The Union will submit  
2 their portion of the fees to request an  
3 arbitrator at the time of the request for  
4 arbitration or no later than seven (7)  
5 calendar days after the request for  
6 arbitration. Failure to provide the fee  
7 for the arbitration within the seven (7)  
8 calendar days will render the issue  
9 closed and the right to submit the  
10 matter to arbitration and/or to an  
11 arbitrator shall be terminated. No  
12 further consideration will be given to  
13 the matter. The parties will request the  
14 Federal Mediation and Conciliation  
15 Service to submit a list of five (5)  
16 impartial persons qualified to act as  
17 arbitrators. Within twenty (20)  
18 calendar days after receipt of such list,  
19 the Employer and the Union will each  
20 strike one arbitrator's name from the

1 list of five (5) and shall then repeat  
2 this procedure. The remaining name  
3 shall be the duly selected arbitrator.  
4

5 SECTION 3. The arbitrator's fee and  
6 expenses shall be borne equally by the  
7 Employer and the Union and shall not  
8 exceed that authorized by applicable  
9 regulations. In the event hearings are  
10 held in facilities not under the  
11 administrative control of the  
12 Employer, the cost of such facilities  
13 shall be borne equally by Employer  
14 and the Union. Further, the  
15 Employer and the Union shall share  
16 equally the expense for any mutually  
17 agreed upon services considered  
18 desirable or necessary in connection  
19 with the arbitration proceedings.  
20

1 SECTION 4. The arbitration hearing  
2 shall normally be held during the  
3 regular day shift hours of the normal  
4 basic workweek. Employees serving  
5 as Union representatives, grievants,  
6 and employee witnesses who have  
7 direct knowledge of the circumstances  
8 and factors bearing on the case, shall  
9 be excused from duty to participate in  
10 the arbitration proceedings without  
11 loss of pay or charge to annual leave;  
12 however, no overtime will be paid.

13  
14 SECTION 5. The arbitrator will be  
15 requested to render his binding  
16 decision involving the interpretation  
17 or application of this Agreement as  
18 quickly as possible, but in any event,  
19 no later than thirty (30) calendar days  
20 after close of the hearing, unless the



1 parties otherwise agree. It is agreed  
2 that the arbitrator shall not change,  
3 modify, alter, delete, or add to the  
4 provisions of this Agreement as such  
5 right is reserved to the contracting  
6 parties only. It is further agreed that  
7 interpretations of published agency  
8 policies or regulations, provisions of  
9 law, or regulations of appropriate  
10 authorities outside the agency, which  
11 are received from Department of the  
12 Army, subsequent to request, will be  
13 made available to the arbitrator for  
14 consideration in rendering his  
15 decision.

16  
17 SECTION 6. Arbitrability questions  
18 shall be submitted to an arbitrator as a  
19 threshold issue. Arbitrability is  
20 defined as; timeliness of grievance

1 filing at any step of the grievance  
2 procedure, timeliness of the request  
3 for arbitration, and those issues  
4 outlined in Article 23, Grievance  
5 Procedure, Section 3. The arbitrator  
6 shall hear arguments regarding both  
7 the arbitrability and the merits of the  
8 case at the same hearing. However,  
9 the parties may mutually agree  
10 otherwise in instances such as highly  
11 complex cases, which would involve  
12 several days of hearings. The ruling  
13 of the arbitrator must first address the  
14 arbitrability question, and unless the  
15 arbitrator rules the issue(s) to be  
16 arbitrable, the merits will not be  
17 addressed in the decision.

18



1 SECTION 2. Within four (4)  
2 workdays following the discussion  
3 between the parties, the receiving  
4 party will render an oral decision to  
5 the party presenting the charges. If no  
6 decision is given, the charging party  
7 may file a formal ULP with the  
8 Authority upon the expiration of the  
9 four (4) workdays. A copy of the  
10 formal ULP will be provided to the  
11 other party.  
12

13 SECTION 3. Both parties agree that  
14 if either party fails or refuses to meet  
15 in accordance with the above  
16 procedures; the charging party may  
17 file a formal ULP.  
18

1 SECTION 4. This procedure will not  
2 preclude discussion and agreement at  
3 any time after the formal charge.  
4  
5  
6  
7  
8  
9  
10  
11  
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13  
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15  
16  
17  
18  
19  
20



1 under 5 U.S.C. §7106(a)(2)(C). All  
2 mandatory training and/or training  
3 that incurs cost, regardless of length,  
4 and training of eight (8) clock hours  
5 or more will be recorded in the  
6 individual's automated training  
7 record. Employees are encouraged to  
8 submit an update to their Official  
9 Personnel Folder (OPF) to reflect any  
10 training received.

11  
12 SECTION 2. The Employer and the  
13 Union agree that training and  
14 development of employees within the  
15 depot is a matter of primary concern  
16 to both parties and that procedures  
17 and policies shall be developed  
18 through employee-management  
19 cooperation, to seek the maximum  
20 training and development of all

1 employees consistent with mission  
2 requirements, regulations and  
3 availability of training funds.  
4 Consistent with its needs, the  
5 Employer agrees to develop and  
6 maintain forward-looking and  
7 effective policies and procedures  
8 designed to achieve this purpose.

9  
10 SECTION 3. The Employer agrees to  
11 inform the Union of any new training  
12 programs established within the  
13 depot. The Union will request to  
14 meet with the Employer as necessary  
15 for the purpose of reviewing the  
16 training programs established or  
17 considered necessary.

18  
19 SECTION 4. When feasible and if  
20 consistent with the needs of the depot,



1 the Employer may grant leave  
2 requested for educational and training  
3 purposes if the education or training  
4 to be acquired will be of value to the  
5 depot and if the services of the  
6 employee can be spared.

7  
8 SECTION 5. Employees must apply  
9 in advance for tuition assistance prior  
10 to the class start date. Requests  
11 should be submitted at least twenty  
12 (20) calendar days in advance, if  
13 possible, to allow action to be taken  
14 on their application. If disapproved,  
15 the reason for rejection will be  
16 provided in writing upon the request  
17 of the affected employee.

18  
19 SECTION 6. Criteria for entry into  
20 training courses conducted by or

1 under the control of the Skills  
2 Development Office will be based on  
3 the course entry requirements and the  
4 level of skills and knowledge  
5 possessed by the employee as  
6 determined by the Employer. Grade  
7 level only will not be used to restrict  
8 the entry into such training courses.

9  
10 SECTION 7. Union Officers' and  
11 Stewards' time will be reported on the  
12 appropriate PCN and training OP  
13 Code for their assigned work centers  
14 for training in connection with  
15 Employer-sponsored or co-sponsored  
16 labor-management agreement  
17 orientation classes. All Union  
18 Officers and Shop Stewards will  
19 receive the same orientation as first-

1 line supervisors as determined by  
2 management.

3  
4 SECTION 8. The Employer will  
5 consider providing employee on-the-  
6 job cross-training within the same  
7 skills series to the maximum extent  
8 practicable, employing such  
9 techniques as interchanging  
10 employees when they share mutual  
11 desires and aptitude to receive  
12 training in each of their respective  
13 positions.

14  
15 SECTION 9. In recognition of the  
16 possible impact of technological  
17 developments upon the workforce, the  
18 Employer agrees to confer with the  
19 Union on appropriate formalized  
20 training or retraining of employees in

1 the development of new skills  
2 required by introduction of  
3 significantly new equipment,  
4 processes and workload changes. The  
5 Employer agrees to confer with the  
6 Union on such developments  
7 beginning at the planning stages.  
8 When training is determined to be  
9 necessary for new job and skills, the  
10 parties agree to make every  
11 reasonable effort to utilize existing  
12 employees.

13  
14 **SECTION 10.** When specific training  
15 is required for promotion, selection  
16 for the training will be made under  
17 competitive procedures.

18  
19 **SECTION 11.** When an employee  
20 becomes medically disabled for his

1 position, the Employer will consider  
2 placing an employee to another  
3 established position for which he  
4 meets the qualifications. Retraining  
5 will be considered when practicable  
6 according to applicable regulations.  
7

8 SECTION 12. Both on-depot and off-  
9 depot job related training will be  
10 scheduled to conform with the five-  
11 day workweek as much as practical.  
12 It is understood that as long as the  
13 staggered starting times remain in  
14 effect, adjustments to an employee's  
15 hours of work may be required for an  
16 8-hour training class. If it is  
17 discovered that a training class for  
18 scheduled off-depot training does not  
19 conform to the employee's current  
20 tour of duty (days of the work week)

1 or hours of work (scheduled shift  
2 hours), the employee's tour and hours  
3 of work will be changed to  
4 accommodate the training schedule.  
5 Employees requiring a tour of  
6 duty/shift change to attend training  
7 classes will be notified of the change  
8 prior to the training.  
9

10 SECTION 13. When an employee is  
11 scheduled to attend an all-day training  
12 class, the employee will either report  
13 to the worksite if required or contact  
14 his/her supervisor telephonically to  
15 determine his need to report to the  
16 worksite.  
17  
18



1 requirements and the schedules of  
2 common carriers.

3  
4 SECTION 3. When an employee is  
5 directed by the Employer to work  
6 temporarily at other than his regular  
7 duty station, the employee will be  
8 provided with transportation by the  
9 Employer and/or the employee will be  
10 reimbursed for travel expenses as  
11 authorized by Joint Travel  
12 Regulations.

13  
14 SECTION 4. Generally, employees  
15 who are nonexempt under the Fair  
16 Labor Standards Act (FLSA) may be  
17 paid overtime while in a travel status  
18 under the following conditions.  
19 Authorized travel time outside the  
20 regular work hours is considered



1 “hours of work” for pay purposes  
2 under FLSA if an employee performs  
3 work while traveling (including travel  
4 as a driver of a vehicle); travels as a  
5 passenger to a temporary duty station  
6 and returns the same day; or travels as  
7 a passenger on an overnight  
8 assignment away from the official  
9 duty station during hours on non-  
10 workdays that correspond to the  
11 regular working hours. “Regular  
12 Working Hours” means the days and  
13 hours of the employee’s regularly  
14 scheduled administrative workweek.  
15 Also, an employee who travels from  
16 home before the regular workday  
17 begins and returns home at the end of  
18 the workday is engaged in normal  
19 “home to work” travel, and such  
20 travel is not considered hours of work.

1 When an employee travels directly  
2 from home to a temporary duty  
3 location outside the limits of his/her  
4 official duty station, the time the  
5 employee would have spent in normal  
6 home to work travel shall be deducted  
7 from the hours of work and is not  
8 payable under FLSA. Overtime  
9 entitlements while in a travel status  
10 will be in accordance with the  
11 provisions of the Fair Labor Standards  
12 Act (FLSA) or Title 5 of the U.S.  
13 Code.

14  
15 SECTION 5. When the use of a  
16 privately owned automobile is  
17 authorized or approved primarily for  
18 the convenience of the traveler,  
19 mileage reimbursement and per diem  
20 allowance will be limited to

1 constructive costs of common carrier  
2 transportation and related per diem as  
3 determined in the Joint Travel  
4 Regulations (JTR). Travel time  
5 limits, to include any overtime earned  
6 will also be determined in accordance  
7 with the JTR/FLSA.

8  
9 SECTION 6. Employees on  
10 temporary duty away from their  
11 designated post of duty shall not be  
12 required to utilize government  
13 quarters when adequate quarters are  
14 not available, as determined by the  
15 Commander or his designated  
16 representative of the TDY location,  
17 under the provisions of applicable  
18 Department of Defense Joint Travel  
19 Regulations. Reimbursement for  
20 lodging expenses will not be made

1 unless a statement of non-availability  
2 is obtained from the Commander or  
3 designee at the TDY location.

4 Quarters shall be reserved prior to  
5 departure for the duration of the  
6 employee(s) TDY period. During the  
7 TDY period, if an employee is  
8 displaced from Government facilities,  
9 he shall not be required to revert from  
10 private facilities back to Government  
11 facilities for the remainder of his stay.

12  
13 SECTION 7. Should the employee,  
14 upon arrival, find that the facilities  
15 and quarters are not adequate under  
16 applicable DOD Joint Travel  
17 Regulations, he will notify the order-  
18 issuing authority, and request  
19 assistance.

20

1 SECTION 8. Upon determination by  
2 the Employer that temporary duty  
3 assignments are required to the extent  
4 that rotation lists are deemed  
5 necessary, the following procedure  
6 will apply:  
7

8 a. The employee will be screened in  
9 relation to their job classification for  
10 job expertise, for reliability, for  
11 dependability, physical condition, and  
12 personal characteristics. Employees  
13 will be selected using the criteria  
14 above. These employees will be  
15 listed on a rotational roster  
16 alphabetically, by title, series, and  
17 grade and be available for review  
18 upon request from the employee.  
19

1       b. Employees will be required to  
2 take the next assignment in  
3 accordance with their position on the  
4 rotational roster. Employees may be  
5 excused from an assignment when  
6 their reasons are considered valid and  
7 other qualified employees are  
8 available. Employees excused from  
9 an assignment will be placed at the  
10 bottom of the rotational roster within  
11 their grade series.

12  
13       c. Management retains the right to  
14 deviate from strict rotation when a  
15 situation arises that requires special  
16 experience to expedite the repair or  
17 other extraordinary circumstances.

18  
19       **SECTION 9.** Subject to the  
20 provisions of applicable law and

1 regulations, the Employer may pay  
2 travel and per diem expenses for a  
3 Union Representative, complainant  
4 and necessary witnesses as  
5 determined by the presiding official  
6 on official business. The Employer  
7 under applicable law retains the right  
8 to determine if the primary interest of  
9 the government test is met before any  
10 such travel and per diem expenses  
11 may be authorized.  
12





1 Stewards on RIF procedures and  
2 answer questions regarding these  
3 procedures.

4  
5 SECTION 2. To minimize adverse  
6 impact upon employees, the Employer  
7 will consider accomplishing any  
8 necessary reductions in the work force  
9 through attrition. However, both the  
10 Employer and the Union recognize  
11 that reductions through attrition may  
12 not always be feasible because of  
13 constraints imposed by higher  
14 authority or skills imbalances, which  
15 may result from such action.

16  
17 SECTION 3. When vacancies are  
18 utilized in a reduction-in-force,  
19 placements will be determined in  
20 accordance with 5 CFR Part 351.

1 When vacancies are used in RIF  
2 placements, the Union will be  
3 provided with a listing of the  
4 vacancies used.

5  
6 SECTION 4. The Employer will  
7 provide information to assist  
8 employees to understand the  
9 reduction and why they are being  
10 affected. The Employer shall:

11  
12 a. Inform employees of plans or  
13 requirements for a RIF.

14  
15 b. Conduct special counseling  
16 sessions to advise employees on  
17 matters of concern to them such as the  
18 regulations governing RIF actions,  
19 why they are being affected, salary  
20 retention, severance pay, disposition

1 of leave, positions being offered, if  
2 any, retirement eligibility, benefits,  
3 and appeal rights.  
4

5 c. Provide guidance to employees  
6 who are eligible and desire to register  
7 under the Office of Personnel  
8 Management's Displaced Employee  
9 Program and/or the Interagency  
10 Placement Assistance Program  
11 (IPAP).  
12

13 d. The Employer and the Union  
14 agree to establish a joint committee to  
15 plan and implement services for  
16 displaced workers utilizing all  
17 available placement/training  
18 resources.  
19

1 SECTION 5. If an employee is  
2 affected by a reduction-in-force  
3 action, he and his representative, if  
4 any, shall have the right to review all  
5 records, which pertain to the action.  
6 This includes the retention registers  
7 for positions within the employee's  
8 grade limit assignment rights, i.e.,  
9 retreating and bumping rights.

10  
11 SECTION 6. Any career or career-  
12 conditional employee who is  
13 separated because of reduction-in-  
14 force will be placed on the  
15 Reemployment/Priority List, and such  
16 employees will be given special  
17 consideration for rehiring in positions  
18 for which qualified and available in  
19 accordance with applicable rules and  
20 regulations.

1 SECTION 7. Retained grade and pay  
2 eligibility will be determined in  
3 compliance with 5 CFR Part 536. Re-  
4 promotion eligibility will be  
5 determined in compliance with DOD  
6 1400-20-1-M. Reemployment  
7 eligibility will be determined in  
8 compliance with 5 CFR Part 351.



1 with provisions of appropriate  
2 regulations and the provisions of this  
3 agreement.

4  
5 SECTION 4. The Employer will  
6 provide the Union upon request:

7  
8 a. Authority by which the  
9 reorganization was directed.

10  
11 b. Explanation of reorganization.

12  
13 c. Copy of any and all directives  
14 concerning the reorganization.

1                                   ARTICLE 30  
2                                   CONTRACTING  
3

4     1. It will be the policy of the  
5     Employer to consult with the Union  
6     five (5) days prior to conducting a  
7     management review and/or a cost  
8     study involving the Unit of  
9     recognition in those instances where  
10    the contracting out of the work is  
11    within the discretion of the Employer.  
12    When it becomes known that  
13    contracting out of work involving the  
14    Unit of recognition is ordered by  
15    higher headquarters, the Union will be  
16    informed. The Union will be afforded  
17    their rights relating to impact and  
18    implementation bargaining as  
19    prescribed in Section



1 7106(a)(2)(A)(B), and (b)(2) & (3) of  
2 the Statute.

3  
4 SECTION 2.

5  
6 a. Upon Congressional notification  
7 of a cost study, periodic briefings will  
8 be held between the Employer and the  
9 Union to provide the Union with  
10 appropriate information, providing the  
11 information is otherwise releasable.  
12 Determination as to the number of  
13 briefings to be held will be made at  
14 the time that the milestones are  
15 established for completion of the  
16 particular cost study.

17  
18 b. Briefings will be held with  
19 affected Unit employees for the  
20 purpose of providing information

1 concerning management reviews and  
2 cost studies. The Union will be given  
3 an opportunity to attend such  
4 briefings.

5  
6 c. Determination regarding the  
7 appropriateness of the release of  
8 information concerning management  
9 reviews and/or cost studies will be  
10 made on a case-by-case basis at the  
11 time of the request.

12  
13 d. The Employer will include a  
14 Union Representative in the “walk  
15 through” by bidders of the function  
16 undergoing a cost study.

17  
18 SECTION 3.  
19

1 a. The Bargaining Unit employees  
2 will be counseled as appropriate of  
3 their rights, when it has been  
4 determined that Unit work is to be  
5 contracted out. These sessions may  
6 include:

7  
8 (1) Right of first refusals.

9  
10 (2) Internal placement and  
11 retraining, if necessary.

12  
13 (3) Reduction-In-Force  
14 procedures.

15  
16 (4) Out-placement efforts  
17 through the Priority Placement  
18 Program.

19

1       b. The Employer agrees to minimize  
2 displacements resulting from  
3 contracting out of work by taking  
4 every possible, prudent action to  
5 retain career employees. Nothing in  
6 this notice shall be construed to limit  
7 management's reserved right.

8

9

10

11

12

13

14

15

16

17

18

19

20



1 SECTION 2. The Union and the  
2 Employer will encourage employees  
3 to work in accordance with safety and  
4 health regulations, wear the proper  
5 attire for the job being performed, and  
6 utilize the appropriate personal  
7 protective equipment (PPE) as  
8 determined by the Job Hazard  
9 Analysis (JHA) and Risk  
10 Assessments. The Union and the  
11 Employer recognize their individual  
12 responsibilities to support and inform  
13 employees that disciplinary action for  
14 employees who knowingly and  
15 willingly violate approved safety and  
16 health regulations and policies will  
17 occur. The Employer and the Union  
18 have a right to bring to each other's  
19 attention and negotiate matters  
20 concerning safety and health

1 problems. At the same time, the  
2 provisions underscore the employee's  
3 responsibility for his or her own  
4 safety and their obligation to follow  
5 safety rules and practices for his or  
6 her protection and that of fellow  
7 employees. An employee who  
8 occupies a position with physical  
9 requirements documented on an  
10 agency form such as OPM Optional  
11 Form 178 may be ordered by a  
12 supervisor, or designee, to undergo  
13 any type of medical examination in  
14 accordance with 5 CFR 339.301.

15  
16 SECTION 3. Employee Safety  
17 Committee

18  
19 a. Each Employee Safety  
20 Committee will be comprised of 50%

1 management and 50% union  
2 representative. NOTE: The term  
3 “representative of management”  
4 means a supervisor or management  
5 official as defined in the applicable  
6 labor-management relations program  
7 covering the affected employees.  
8

9 b. Employees shall be authorized  
10 official/duty time to participate in the  
11 activities provided for in Section 19  
12 of the OSHA Act 1970, Executive  
13 Order 12196, this part and the agency  
14 Occupational Safety and Health  
15 Program.  
16

17 c. Where employees are  
18 represented under collective  
19 bargaining arrangements, members  
20 shall be appointed from among those



1 recommended by the exclusive  
2 bargaining representative.  
3

4 d. The Committee Chairperson  
5 shall be nominated from among the  
6 committee's members and shall be  
7 "elected" by the committee members.  
8 Management and non-management  
9 members should alternate in this  
10 position. Maximum service time as  
11 chairperson should be two  
12 consecutive years. One year tenure is  
13 sufficient for the chairperson.  
14

15 e. Adequate advance notice of  
16 committee meetings shall be  
17 furnished to employees and each  
18 meeting shall be conducted pursuant  
19 to a prepared agenda.  
20

1 f. Written minutes of each  
2 committee meeting shall be  
3 maintained and distributed to each  
4 committee member, and upon request,  
5 shall be made available to employees  
6 and to the secretary.

7  
8 g. All safety committees shall  
9 forward the minutes of the monthly  
10 meetings with all pertinent  
11 information (attendance, scheduled  
12 dates to meet, areas inspected, etc.) to  
13 the safety division, where they would  
14 be posted in the appropriate Intranet  
15 section.

16  
17 h. It will be imperative that all  
18 Union Safety Committee members  
19 attend the January and February  
20 meetings of their respective

1 committees. In accordance with 29  
2 CFR 1960 the months of January and  
3 February are the months in which all  
4 committees must “elect” a  
5 chairperson. It also must be noted  
6 that in doing so the committee(s) must  
7 have in attendance an established  
8 50%-50% ratio of members and that  
9 the minutes must be a matter of record  
10 for the meeting in question and for all  
11 meetings thereafter.

12  
13 SECTION 4. Union representatives  
14 on committees will be as follows:

15  
16 (1) Command Safety and  
17 Occupational Health Advisory  
18 Council will have the President or his  
19 designated representative and one  
20 other representative;

1           (2) Aviation Safety Committee  
2 will have the President or his  
3 designated representative and one  
4 other representative.

5  
6 SECTION 5. In the case of imminent  
7 danger situations, employees shall  
8 make reports by the most expeditious  
9 means available. The Employee has  
10 the right to decline to perform his  
11 assigned tasks because of a reasonable  
12 belief that, under the circumstances,  
13 the task poses an imminent risk of  
14 death or serious harm coupled with a  
15 reasonable belief that there is  
16 insufficient time to seek effective  
17 redress through normal hazard  
18 reporting and abatement procedures.  
19 However, in these instances, the  
20 employee must report the situation to

1 his supervisor or the next level  
2 supervisor. The supervisor shall  
3 request an inspection of the condition  
4 by the depot Safety Management  
5 organization as well as contacting the  
6 designated Union representative. A  
7 Union representative shall be afforded  
8 the opportunity to be present at the  
9 time the inspection is made. If the  
10 Safety Management personnel decide  
11 the condition does not pose an  
12 imminent danger, a written statement  
13 declaring the area or assignment to be  
14 within acceptable risk will be made  
15 except any incident requiring the  
16 response of the NAS Fire Department.  
17 It is also understood that at any time  
18 the management official finds there is  
19 an imminent danger, the employee  
20 will not be obligated to return to the

1 particular assignment until the  
2 imminent danger situation does not  
3 exist.

4  
5 SECTION 6. The depot's Safety and  
6 Occupational Health Program, will  
7 apply in this Agreement and will be  
8 used through the term of the  
9 Agreement. The Employer and the  
10 Union agree that negotiations will be  
11 conducted on any proposed changes  
12 to the existing regulation.

13  
14 SECTION 7. FOD. The Union and  
15 the Employer will encourage  
16 employees to follow and support the  
17 depot's FOD Policy and regulations,  
18 to include shadow boxing of all tools,  
19 use FOD containers and hardware  
20 control procedures. The Union and

1 the Employer recognize their  
2 responsibilities and the importance of  
3 a comprehensive FOD Program to  
4 prevent mishaps.

5

6

1                                   ARTICLE 32  
2                           FEDERAL EMPLOYEE'S  
3                           COMPENSATION ACT  
4

5   SECTION 1. Any employee who is  
6   injured or becomes ill in the  
7   performance of his duties may be  
8   entitled to benefits under the  
9   provisions of the Federal Employee's  
10   Compensation Act (FECA). The  
11   employee will receive full support  
12   from his supervisor(s) and the CCAD  
13   FECA Office in connection with  
14   reporting of injuries and illnesses.  
15   The FECA Office will advise the  
16   employee of benefits available in  
17   accordance with 20 CFR, Part 1, or  
18   current OWCP guidance; assist in the  
19   execution of necessary forms; and the  
20   administrative process in support of a



1 claim. If the employee addresses a  
2 problem to the Union concerning his  
3 compensation claim, the Union will  
4 forward these problems to the FECA  
5 Office to attempt appropriate  
6 resolution of the problem. The FECA  
7 Office will advise employees annually  
8 of their rights and benefits under  
9 OWCP by providing them a  
10 Publication, CA-11.

11  
12 SECTION 2. When an employee  
13 sustains a traumatic injury or  
14 occupational disease in the  
15 performance of his duties, the basic  
16 procedures are outlined below:

17  
18 a. Employee(s) will:  
19

1           (1) Immediately after an injury,  
2 notify the supervisor of the injury.

3  
4           (2) Complete a Form CA-1 for a  
5 traumatic injury, or CA-2 for  
6 occupational disease. For a traumatic  
7 injury, if the employee is unable to  
8 complete the CA-1, the supervisor or  
9 acting supervisor may complete the  
10 form on the employee's behalf.

11  
12         b. Supervisor(s) will:

13  
14           (1) Refer the employee to the  
15 Occupational Health Clinic (OHC)  
16 with CCAD Form 5066 for the initial  
17 evaluation.

18  
19           (2) After completion of the CA-  
20 1, review the front of the form for

1 correctness, complete the back of the  
2 form, and return the receipt attached  
3 to the CA-1 to the employee along  
4 with a copy of the CA-1 and the  
5 Publication, CA-11.

6  
7 (3) Inform the employee of the  
8 right to elect continuation of regular  
9 pay (COP), annual, or sick leave if  
10 time loss will occur. The employee's  
11 time will be carried in accordance  
12 with his/her election except when the  
13 claim is being controverted under one  
14 of the following conditions:

15  
16 (a) The disability is a result  
17 of an occupational disease or illness;

18  
19 (b) The employee is a  
20 volunteer working without pay or for

1 nominal pay, or a member of the  
2 office staff of a former President;

3  
4 (c) The employee is neither a  
5 citizen nor a resident of the United  
6 States, Canada, or the territory under  
7 the administration of the Panama  
8 Canal Commission (i.e., a foreign  
9 national employed outside these  
10 areas);

11  
12 (d) The injury occurred off  
13 the employing agency's premises and  
14 the employee was not engaged in  
15 official "off-premises" duties;

16  
17 (e) The employee caused the  
18 injury by his or her willful  
19 misconduct, or the employee intended  
20 to bring about his or her injury or

1 death or that of another person, or the  
2 employee's intoxication was the  
3 proximate cause of the injury;

4  
5 (f) The injury was not  
6 reported on a form approved by  
7 OWCP (usually Form CA-1) within  
8 thirty (30) days of the injury;

9  
10 (g) Work stoppage first  
11 occurred more than forty five (45)  
12 days after the injury;

13  
14 (h) The employee first  
15 reported the injury after employment  
16 was terminated;

17  
18 (i) The employee is  
19 enrolled in the Civil Air Patrol, Peace  
20 Corps, Job Corps, Youth

1 Conservation Corps, work study  
2 program, or other group covered by  
3 special legislation.  
4

5 (4) Advise the employee of his  
6 or her responsibility to submit prima  
7 facie medical evidence of disability  
8 within 10 calendar days or risk  
9 termination of COP. The medical  
10 evidence must also contain a  
11 statement of when the employee can  
12 return to duty.  
13

14 (5) Advise the employee  
15 whether COP will be controverted,  
16 and if so, whether pay will be  
17 terminated. The basis for the action  
18 must be explained to the employee.  
19 The reason for controverting a claim  
20 must always be shown on Form CA-1.

1           (6) Notify the Safety Office of  
2 the employee's injury

3  
4           (7) Employees with a traumatic  
5 on-the-job injury which requires  
6 immediate, emergency treatment, will  
7 be furnished a CA-16 by the FECA  
8 Office. Authorization for this type of  
9 treatment will be made within four (4)  
10 hours of the injury.

11  
12 SECTION 3. After the initial  
13 evaluation at OHC, the employee may  
14 seek further medical treatment from a  
15 physician or facility of his own  
16 choosing.

17  
18 SECTION 4. If the employee's COP  
19 election is controverted for any of the  
20 nine reasons stated in Section 2b.(3),

1 the Compensation Specialist will  
2 notify the employee's supervisor of  
3 the decision to controvert and the  
4 employee's right to seek Union  
5 Representation.

6  
7 SECTION 5. It is agreed by both  
8 parties that this Article is not  
9 inclusive of all rights, benefits, and  
10 responsibilities. More detailed  
11 information can be obtained by  
12 contacting the CCAD FECA Office.

13



1                                   ARTICLE 33  
2                           ENVIRONMENTAL  
3                   DIFFERENTIAL PAY  
4                                   AND  
5                   HAZARDOUS DUTY PAY  
6

7   SECTION 1. The Employer will  
8   make every effort possible to ensure  
9   that employees are not exposed to any  
10   hazardous situations while performing  
11   their duties. In accordance with  
12   section 5343(c)(4) of Title 5, United  
13   States Code, employees will be  
14   eligible for environmental differential  
15   when exposed to a working condition  
16   or hazard that falls within one of the  
17   categories approved by the Office of  
18   Personnel Management (OPM).  
19   Payment will only be made when the  
20   level of exposure exceeds the standard

1 set by the Occupational Safety and  
2 Health Administration (OSHA) and/or  
3 the American Conference of  
4 Government Industrial Hygienists  
5 (ACGIH), whichever standard has the  
6 lowest exposure level in accordance  
7 with AR 40-5, paragraph 5-3(3). This  
8 also applies to all workplace hazards.  
9

10 SECTION 2. In accordance with  
11 Section 5545(d) of Title 5, United  
12 States Code, employees will be  
13 eligible for hazardous duty when  
14 exposed to a working condition or  
15 hazard that falls within one of the  
16 categories approved by the Office of  
17 Personnel Management (OPM).  
18 Payment will only be made when the  
19 level of exposure exceeds the  
20 standards set by the Occupational

1 Safety and Health Administration  
2 (OSHA) and/or the American  
3 Conference of Government Industrial  
4 Hygienists (ACGIH), whichever  
5 standard has the lowest exposure level  
6 in accordance with AR 40-5,  
7 paragraph 5-3(3). This also applies to  
8 all workplace hazards.

9  
10 SECTION 3. The Union will bring to  
11 the attention of the Employer  
12 situations which it feels should be  
13 investigated for possible  
14 Environmental Differential Pay (EDP)  
15 and/or Hazardous Duty Pay (HDP).  
16 Their concern will be addressed in  
17 writing and will include the location  
18 of the situation, nature of exposure,  
19 and other factors necessary for  
20 inclusion as a payable category.

1 Work situations determined to be in  
2 compliance with the OSHA standards  
3 and/or the threshold limit values  
4 established by the ACGIH, are  
5 deemed to have practically eliminated  
6 the hazard and are not eligible for  
7 EDP. This includes situations where  
8 the hazard has been practically  
9 eliminated through use of personal  
10 protective equipment and engineering  
11 guidelines. Should a situation arise in  
12 which a qualifying hazard cannot be  
13 practically eliminated and an EDP is  
14 authorized by the Employer, payment  
15 shall be made in accordance with  
16 CFR 532.511, Subpart E, Appendix  
17 A. Should a situation arise in which a  
18 qualifying hazard cannot be  
19 practically eliminated and an HDP is  
20 authorized by the Employer, payment

1 shall be made in accordance with  
2 CFR 550.907, Subpart I, Appendix A.  
3

4 SECTION 4. The Employer agrees to  
5 meet and confer with the Union prior  
6 to deleting or adding to the above  
7 situations governing the payment of  
8 EDP/HDP. Such discussions shall  
9 take place prior to the Employer  
10 implementing any such proposed  
11 changes or modifications.  
12

13 SECTION 5. Established annual  
14 physical examinations in the Plating  
15 Shop will be continued.  
16

17 SECTION 6. The Employer will  
18 continue to pay EDP to employees  
19 whose work is performed in work  
20 situations described as follows:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

JOB  
IDENTIFICATION      NATURE OF  
DUTIES

Aircraft Mechanic	Troubleshooting
Aircraft Engine Mech	airborne aircraft
Electronic Mechanic	and engine
Aircraft Electrician	discrepancies
	during test flight

PAYMENT

Under CFR 532.511, Subchapter E,  
Appendix A, Part 1, Paragraph 1 & 2  
Flying – High Hazard

JOB  
IDENTIFICATION      NATURE OF  
DUTIES

1 Electronics Mechanic Removal &  
2 Aircraft Electrician Installation  
3 of explosive  
4 propellant  
5 Charges

6  
7 PAYMENT

8  
9 Under CFR 532-511, Subchapter E,  
10 Appendix A, Part II, Paragraph 2,  
11 Explosives & Incendiary





1 SECTION 2. The President of the  
2 Union or designee(s) may serve as a  
3 participating member on EEO  
4 committees. The Employer agrees to  
5 meet semiannually with the Union's  
6 EEO Committee to discuss the  
7 depot's EEO Program.

8  
9 SECTION 3. When replacement or  
10 addition of EEO Counselors are  
11 required and at the request of the EEO  
12 Officer, the Union may provide a list  
13 of at least five (5) nominees of  
14 employees who would potentially  
15 serve as counselors. Individuals  
16 selected from the list of nominees  
17 shall receive appropriate training.  
18 The Union agrees to consult with the  
19 Employer, at the Employer's request,  
20 regarding the qualifications of the

1 individuals nominated to serve as  
2 counselors.

3  
4 SECTION 4. At the time of  
5 development of the Affirmative  
6 Employment Plan of Action, the  
7 views of the Union will be requested  
8 and given serious consideration. The  
9 Union agrees to participate, on the  
10 request of the EEO Officer, in  
11 discussions relating to improvement  
12 of employment and promotional  
13 opportunities for minority and women  
14 employees.

15  
16 SECTION 5. When a Union  
17 representative/bargaining unit  
18 employee serves as an employee's  
19 personal representative performing  
20 EEO representational functions,

1 he/she must request approval from  
2 his/her immediate supervisor for all  
3 use of duty time needed to perform  
4 these representational functions. The  
5 Union representative/bargaining unit  
6 employee must arrange in advance  
7 with his/her supervisor to use this  
8 duty time. The Supervisor will  
9 coordinate with the EEO Officer or  
10 designee to obtain the appropriate Op-  
11 Code for time keeping purposes. The  
12 EEO Officer or designee may provide  
13 a location for the use of the time in  
14 the EEO Office if available, if not  
15 available, a list of appropriate  
16 meeting/conference rooms will be  
17 provided to Union  
18 representative/bargaining unit  
19 employee for him/her to schedule a  
20 meeting time. When a Union

1 representative is acting as a personal  
2 representative, the Union Hall can be  
3 used for preparation and presentation  
4 of EEO cases.

5

6

7

1                                   ARTICLE 35  
2                                   WAGE SURVEYS

3  
4   SECTION 1. The Employer agrees to  
5   notify the Union when instructions are  
6   received to make preliminary  
7   preparations for conducting either a  
8   full-scale wage survey or a wage  
9   change survey.

10  
11   SECTION 2. The provisions of 5  
12   USC and 5 CFR Part 532 or  
13   appropriate governing directives and  
14   regulations, will be followed in  
15   conducting full scale or wage change  
16   surveys for the Federal Wage System.

17  
18   SECTION 3. Selection of Locality  
19   Wage Survey Committee Members  
20   will be made in accordance with

1 appropriate governing directives and  
2 regulations.

3  
4 SECTION 4. Union participation in  
5 wage surveys will be permitted to the  
6 maximum extent permitted by  
7 regulation. When the Local is  
8 designated as the qualifying labor  
9 organization with respect to  
10 functioning with management on  
11 wage surveys, one-half of the data  
12 collectors will be Unit Federal  
13 employees recommended by the  
14 committee member representing the  
15 Union. The Union will submit the  
16 names of at least two employees for  
17 appointment as data  
18 collectors/alternates for each position.  
19 Selections will be made jointly by the  
20 Employer and the Union.

1 SECTION 5. All information  
2 gathered by any member or data  
3 collector of the Locality Wage Survey  
4 Committee is the property of the  
5 United States Government and none  
6 of this information may be conveyed  
7 to any person not authorized to  
8 receive the information. Survey data  
9 is strictly confidential. Rates of  
10 individual companies will not, under  
11 any circumstances, be revealed to  
12 other companies, to other employee  
13 groups, or to any person not  
14 authorized to receive the rates.

15  
16 SECTION 6. The employee will not  
17 be required to use his own POV.  
18 However, arrangements may be made  
19 among the team members as to the  
20 alternate use of the POV.

1 SECTION 7. The primary members  
2 and alternates of the Locality Wage  
3 Survey Committee will participate in  
4 all phases of the full-scale wage  
5 survey. In the Wage Change Survey,  
6 the alternate member will participate  
7 only in the absence of the primary  
8 member.

9  
10 SECTION 8. In a Full Scale Wage  
11 Survey the primary member and  
12 alternate member designated by the  
13 Union, five labor data collectors, one  
14 alternate, and three local Union  
15 principal officers will attend the  
16 training conducted by Union National  
17 representatives. The time granted for  
18 this purpose will not exceed eight (8)  
19 hours per employee representing the







1       b. Visitor parking can be made  
2 available in parking lot “AA” on  
3 Crecy Street across from Building 8.  
4

5       c. Parking in spaces along the  
6 sidewalk in front of the Commander’s  
7 Office will be reserved for those  
8 individuals designated by the Chief of  
9 Staff.  
10

11       d. Security parking is in parking lot  
12 “AA” as identified and can be used  
13 for local and community law  
14 enforcement officials on official  
15 business at CCAD.  
16

17       e. To facilitate bus parking on 4th  
18 street, the areas currently designated  
19 and posted will continue to be used  
20 for bus parking only.

1 f. For Force Protection reasons,  
2 Parking Lot A has controlled access.

3  
4 SECTION 2. All other employees  
5 can use any open parking space of  
6 their choice for daily parking.

7  
8 SECTION 3. The Employer will  
9 provide the Union one (1) parking  
10 space in close proximity to Building 8  
11 and two (2) in close proximity of the  
12 Union Office.



1           (1) The Employer shall notify  
2 the Union President, 1<sup>st</sup> Vice  
3 President, and the Chief Steward in  
4 writing or by email prior to the  
5 planned implementation giving the  
6 Union ten (10) working days from the  
7 date of notification to request  
8 negotiations. The President or other  
9 Union representative will  
10 acknowledge receipt by dating and  
11 initialing the proposal when hand  
12 delivered or when sent by email, the  
13 sender will apply the “request read  
14 receipt” option. The President or  
15 designee will request negotiations in  
16 writing or email.

17  
18           (2) If no request to bargain is  
19 received within ten (10) working days  
20 from the date of notification, the

1 Employer may implement the change  
2 without further negotiation.

3  
4 (3) Upon timely request by the  
5 President or designee, the Employer  
6 shall arrange a preset time agreeable  
7 to both parties to enter into good faith  
8 negotiations within five (5) working  
9 days in relation to the proposal.

10  
11 (4) If impasse in negotiations is  
12 reached, the assistance of FMCS will  
13 be solicited prior to FSIP regulations  
14 being followed.

15  
16 (5) The Employer shall not  
17 supplement or enforce any change  
18 except for non-discretionary changes  
19 prior to the completion of negotiations  
20 or, in the event of impasse, prior to a

1 decision by the Federal Service  
2 Impasses Panel (FSIP) or other such  
3 appropriate authority as may be called  
4 upon to resolve the differences.  
5

6 (6) If a DOD regulation  
7 mandates any change in any matters  
8 affecting conditions of employment  
9 on issues not specifically covered by  
10 this Agreement, the procedures set  
11 forth in paragraph b (1) through (6).  
12

13 (7) All agreements,  
14 Memorandums of Understanding, and  
15 Memorandums of Agreement must be  
16 in writing and signed by the  
17 Commander or his designee and by  
18 the Union President and/or the 1<sup>st</sup>  
19 Vice President or their designee.



1 Under no circumstances will oral  
2 agreements be binding.

3  
4 SECTION 2. Changes of matters that  
5 are included in the Agreement.

6  
7 a. By mutual consent of the parties,  
8 this Agreement may be opened for  
9 amendment. Mutual consent is not  
10 required for modification or  
11 amendment by future laws,  
12 regulations, and directives from  
13 higher headquarters. Any request for  
14 such amendment shall be in writing  
15 and must be accompanied by the  
16 amendment proposed. Within ten  
17 (10) working days after mutual  
18 consent to such request,  
19 representatives of the Employer and  
20 the Union will meet to negotiate the

1 matter, and no changes other than  
2 those proposed shall be considered.  
3 Amendment shall be evidenced in  
4 writing, duly executed by both parties,  
5 and in all cases modification or  
6 amendment shall be subject to  
7 approval of the designated  
8 representatives of the Department of  
9 the Army.

10  
11 b. The Employer shall not  
12 supplement or enforce any change  
13 except for non-discretionary changes  
14 prior to the completion of negotiations  
15 or, in the event of impasse, prior to a  
16 decision by the Federal Service  
17 Impasses Panel (FSIP) or other such  
18 appropriate authority as may be called  
19 upon to resolve the differences.  
20

1 SECTION 3. Consultations and  
2 discussions between the Employer  
3 and the Union will be conducted  
4 during regular working hours with  
5 reasonable time granted Union  
6 representatives without a charge to  
7 annual leave.

8  
9 SECTION 4. Subject to security  
10 regulations, the Employer will discuss  
11 any condition and situation-affecting  
12 employees of the Unit, which  
13 management considers to be an  
14 emergency, and the actions  
15 necessitated by it with the President  
16 or designee.

17  
18 SECTION 5. The primary point of  
19 contact between the Union and the  
20 Employer for the purpose of

1 discussing questions that arise  
2 concerning the general administration  
3 or interpretation of this Agreement or  
4 other matters involved in day-to-day  
5 relations between the parties shall be:  
6 for the Union, the President or his  
7 authorized representative; for the  
8 Employer, the Chief, CPAC, or his  
9 designated representative.

10  
11 SECTION 6. No paper, document, or  
12 communication issued by the Union  
13 to the Employer shall be deemed valid  
14 unless it bears the signature of the  
15 local President or his designee, and/or  
16 the National President or his designee.  
17 This Provision excludes  
18 correspondence covering grievances.  
19

1 SECTION 7. The Employer will pay  
2 travel and per diem for local Union  
3 Representatives if they are required to  
4 travel by the Employer.

5

6



1 includes activities relating to the  
2 internal business of a labor  
3 organization {including the  
4 solicitation of membership, elections  
5 of labor organization officials,  
6 collection of dues, preparation and  
7 distribution of any internal news  
8 bulletin or newspaper, and  
9 performance of administrative  
10 functions related to benefits offered  
11 by the Union}.

12  
13 SECTION 3. Subject to applicable  
14 security regulations, the Employer  
15 agrees to make available appropriate  
16 facilities when practicable and  
17 available for Union meetings outside  
18 of regular working hours. Request for  
19 use of such facilities must be made  
20 forty-eight (48) hours in advance.

1 The Union agrees to perform normal  
2 housekeeping.

3  
4 SECTION 4. Subject to the needs of  
5 the Employer, the Union may use  
6 existing reproduction facilities for  
7 quick copy service not to exceed ten  
8 (10) copies of any particular  
9 document on matters concerning the  
10 Union's representational function.  
11 Documents pertaining to internal  
12 Union business are prohibited.

13  
14 SECTION 5. Access to Regulations.  
15 A supervisor will allow an employee  
16 reasonable time to review a copy of  
17 regulations in his possession or at the  
18 Reference and Research Library  
19 affecting personnel policies, practices,  
20 and working conditions. The



1 supervisor will determine the  
2 appropriate time for the review  
3 without unjust delay.

4  
5 SECTION 6. The Employer agrees to  
6 provide the Union Office (President,  
7 1<sup>st</sup> Vice President and Chief Steward)  
8 memorandums distributed to first line  
9 supervisors, which pertain to matters  
10 of personnel policies, practices, and  
11 general working conditions that have  
12 been negotiated with the Union.

13  
14 SECTION 7. Any future move of the  
15 Union Office within CCAD and  
16 approved by CCAD Commander will  
17 be done on official time, with  
18 management providing any normal  
19 duties that might be needed to  
20 relocate without disturbing the

1 functions of the Organization. This  
2 includes having telephone  
3 communications at all times, if  
4 possible.

5  
6 SECTION 8. The Employer agrees to  
7 provide official bulletin boards in  
8 areas where employees work for the  
9 purpose of posting material directed  
10 and/or authorized by applicable  
11 regulations and this Agreement. The  
12 Union has the sole responsibility for  
13 the upkeep of their official bulletin  
14 boards, and failure to keep bulletin  
15 boards up-to-date and in order will  
16 result in removal from the premises.  
17 Prior to removal of any bulletin board,  
18 Management will notify the Union  
19 President or designee.

1 SECTION 9. The Employer may, on  
2 request, provide an information table  
3 on which the Union will place  
4 application blanks, newsletters and  
5 brochures for the purpose of  
6 informing the work force in the Unit  
7 during non-duty hours. Any such  
8 table must be placed completely  
9 within the confines of the exclusive  
10 Unit and will be staffed by Union  
11 representatives only during non-duty  
12 hours. Location of the table and the  
13 period of time it will remain at any  
14 one site will be coordinated jointly  
15 between the Employer and the Union.  
16 The Union agrees that its President  
17 will sign a hand receipt for custody of  
18 such tables.

1 SECTION 10. Responsibility for  
2 Union literature posting and/or  
3 distributing.  
4

5 a. The Union is responsible for the  
6 contents and distribution of literature  
7 prepared or distributed by the Union's  
8 Officers, Agents, or Stewards. This  
9 activity must take place during non-  
10 duty hours.  
11

12 b. Union newspapers, newsletters,  
13 circulars, notices, etc., may be  
14 distributed by Union representatives  
15 in areas frequented by employees in  
16 the Unit. Distribution of literature  
17 will be made during non-duty hours  
18 of both the Union representatives  
19 making the distribution and  
20 employees receiving the literature.

1 SECTION 11. Mail System. The  
2 Union Office will have an assigned  
3 mail box in the CCAD Mail Room,  
4 and will be included in the Staff  
5 Directory along with the Union  
6 telephone number.

7  
8 SECTION 12. The Employer in  
9 conjunction with the Union will work  
10 toward the goal of providing e-mail to  
11 all officers and stewards in their  
12 immediate work area.



1 cover the amount of the authorized  
2 allotment. Employees must have  
3 authorized no other allotments for  
4 payment of dues to another labor  
5 organization.

6  
7 SECTION 3. Standard Form 1187,  
8 Request and Authorization for  
9 Voluntary Allotment of  
10 Compensation for Payment of  
11 Employee Organization Dues, will be  
12 utilized to process allotments. SF  
13 1187's may be obtained from the  
14 Union Office and submitted at any  
15 time. Processing will be  
16 accomplished in the following  
17 manner.

18  
19 a. The Union will provide  
20 completed SF 1187's to the

1 appropriate Finance and Accounting  
2 Office.

3  
4 b. Allotments will be effective on  
5 the first day of the first full pay period  
6 beginning after receipt of the properly  
7 executed and/or corrected SF 1187 in  
8 the Finance and Accounting Office.

9  
10 SECTION 4. Changes in Union dues  
11 and changes of addresses will be  
12 handled directly between the Union  
13 Treasurer and the servicing DFAS  
14 Payroll Office.

15  
16 SECTION 5. Employees may submit  
17 a SF-1188, Revocation of Voluntary  
18 Authorization for Allotment of  
19 Compensation for Payment of  
20 Employee Organization Dues, to



1 revoke their dues withholding  
2 anytime during the 30 days prior to  
3 their anniversary date. Anniversary  
4 date is the date the SF-1187 is signed  
5 and dated by the employee. SF  
6 1188's may be obtained from the  
7 Finance and Accounting Office.  
8 However, a written request for  
9 revocation of an allotment, which is  
10 otherwise in order and signed by the  
11 employee will be accepted and acted  
12 upon even though not submitted on  
13 the form. It is the employee's  
14 responsibility to see that his written  
15 revocation is received in the Finance  
16 and Accounting Office on a timely  
17 basis. Revocation of allotments  
18 submitted by an employee will be  
19 effective on the first full pay period

1 beginning on or after the anniversary  
2 date of the allotment.

3  
4 a. The Finance and Accounting  
5 Office will date stamp the receipt date  
6 of each SF-1188 received and fax a  
7 copy to the Union within one  
8 workday of receipt. The revocation  
9 will be included in the remittance  
10 report sent to the Union.

11  
12 b. The Union will notify the Finance  
13 and Accounting Office in writing  
14 within five (5) days when an  
15 employee ceases to be a member in  
16 good standing. The allotment for  
17 such employee will be terminated on  
18 the first full pay period after receipt of  
19 the notice.

1 c. Allotments will be automatically  
2 terminated at the start of the first full  
3 pay period when any of the following  
4 occur:

5  
6 (1) Loss of exclusive  
7 recognition by the Union.

8  
9 (2) Transfer of the employee  
10 outside of the Union's recognized  
11 bargaining unit. In the case of a  
12 temporary promotion outside of the  
13 bargaining unit, the dues allotment  
14 will be suspended during the period of  
15 temporary promotion and  
16 automatically resume upon the  
17 expiration of the temporary  
18 promotion.

19

1           (3) Separation of the employee  
2 for any reason, including death or  
3 retirement.

4  
5           (4) Receipt by the Finance and  
6 Accounting Office giving notice that  
7 the employee has been expelled or has  
8 ceased to be a member in good  
9 standing of the Union.

10  
11           (5) This Agreement is  
12 suspended by an appropriate authority  
13 outside DOD.

14  
15 SECTION 6. The Finance and  
16 Accounting Office will electronically  
17 transfer dues withheld biweekly to  
18 credit the account of the American  
19 Federation of Government  
20 Employees, Local 2142. The Union

1 will be furnished a copy of the  
2 Employee Organization Dues Report,  
3 which shall be mailed to the Union at  
4 Post Office Box 181268, Corpus  
5 Christi, Texas, 78480-1268. The  
6 report will contain the following  
7 information:

8  
9 a. Identification of the employee  
10 organization,

11  
12 b. Payroll period,

13  
14 c. Employer's name or number,

15  
16 d. Names of the employees,

17  
18 e. Names of eligible employees  
19 from whom no deductions have been  
20 made, with a notation of the reason,

- 1 i.e., LWOP, revocation of allotment,
- 2 separation, transfer, etc.
- 3
- 4
- 5



1 recognition in accordance with  
2 Chapter 71 of Title 5 of the U.S.  
3 Code.

4  
5 SECTION 2. A notice of desire to  
6 negotiate the Agreement as provided  
7 above will be forwarded to the  
8 Civilian Personnel Advisory Center.  
9 Within fifteen (15) calendar days after  
10 receipt of notice the parties will meet  
11 to negotiate the ground rules and  
12 fifteen (15) working days following  
13 signature of the ground rules, the  
14 parties will exchange proposals. One  
15 work-week following the exchange of  
16 proposals, negotiations will  
17 commence unless otherwise provided  
18 in the ground rules.

19



1 SECTION 3. All provisions of this  
2 Agreement shall become effective on  
3 the date of approval by higher  
4 headquarters, provided it is mutually  
5 agreed that a period of thirty (30)  
6 calendar days from date of receipt by  
7 the Employer will be recognized as  
8 necessary to permit implementation  
9 by both parties. During the thirty (30)  
10 day implementation period, any action  
11 by either party, which is considered  
12 contrary to the provisions of the  
13 Agreement will be discussed in a  
14 mutual review of the case, to effect a  
15 satisfactory settlement of the matter.

16  
17 SECTION 4. Termination of this  
18 Agreement shall not in itself modify  
19 or terminate the exclusive recognition  
20 of the Union.



1 SECTION 4. The definition of  
2 “Anniversary Date” as used in Article  
3 39, Section 5, is the date an employee  
4 signs and dates the SF-1187, Request  
5 and Authorization for Voluntary  
6 Allotment of Compensation for  
7 Payment of Employee Organization  
8 Dues.

9  
10 SECTION 5. Provisions in this  
11 Agreement which refer to duties or  
12 responsibilities of specific  
13 supervisors, managers or  
14 organizational elements are only  
15 intended to provide a guide as to how  
16 a situation may be handled. The  
17 Employer retains the discretion to  
18 determine which personnel and  
19 organizational elements will perform  
20 the work.

1 SECTION 6. The Union and the  
2 Employer will make every effort to  
3 assure that the provisions of this  
4 Agreement are followed.

5  
6 SECTION 7. In an effort to promote  
7 the ongoing Labor- Management  
8 relationship, the Employer will extend  
9 invitations to the Union, as  
10 appropriate, for participation in  
11 activities such as award ceremonies  
12 and other protocol activities of the  
13 depot.

14  
15 SECTION 8. The Employer agrees to  
16 notify the Union in advance of any  
17 general personnel program reviews to  
18 be conducted in the bargaining unit by  
19 the Office of Personnel Management

1 or higher headquarters within the  
2 Department of Defense.

3  
4 SECTION 9. The Employer and the  
5 Union mutually agree to cooperate to  
6 the fullest extent to encourage  
7 employees to participate in those  
8 charities, savings bonds, and similar  
9 drives which the Federal Government  
10 endorses. However, in no instance  
11 shall the Employer or the Union  
12 exercise pressure on any employee to  
13 contribute to a charity or to invest his  
14 money in a Savings Bond Program.  
15 Non-contributors will not be  
16 published for dissemination to the  
17 general public.

18  
19 SECTION 10. The CPAC may  
20 provide on a limited basis general pre-

1 retirement and/or individual  
2 retirement counseling to employees  
3 who are experiencing difficulty using  
4 the Interactive Voice Response  
5 System (IVRS) or the Army Benefits  
6 Center-Civilian (ABC-C) to assist  
7 employees with the completion of  
8 their retirement package. It is  
9 understood that the ABC Center  
10 located at Ft. Riley, Kansas is  
11 responsible for retirement processing  
12 and assistance.

13  
14 **SECTION 11.** Governing laws, rules,  
15 and regulations will apply in placing  
16 severely handicapped employees to  
17 ensure accessibility and proper  
18 facilities. Access for handicapped  
19 employees in future construction

1 projects will be in accordance with  
2 above cited guidelines.

3  
4 SECTION 12. When an employee  
5 identifies work performance,  
6 attendance or conduct matters that  
7 require personal assistance, the  
8 employee will be offered the services  
9 of the Army Substance Abuse  
10 Program Office.

11  
12 SECTION 13. Employees will report  
13 to work ready, willing and able to  
14 perform their official duties.  
15 Employees are to be free from alcohol  
16 and/or illegal drugs.

17  
18 SECTION 14. The Employer shall  
19 make every effort to protect

1 employees against thefts of personal  
2 property at the work place.

3  
4 SECTION 15. The employer will  
5 provide 150 copies of the negotiated  
6 agreement to the Union and make the  
7 contract accessible to the bargaining  
8 unit via the CCAD Intranet.

9  
10