

LABOR MANAGEMENT
AGREEMENT

BETWEEN

INTERNATIONAL
ASSOCIATION OF
MACHINISTS AND
AEROSPACE WORKERS

AFL-CIO AERONAUTICAL
LODGE 2049

AND

CORPUS CHRISTI ARMY
DEPOT

EFFECTIVE: 16 May 2014

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PREAMBLE

Pursuant to the policy set forth in **Chapter 71 of Title 5 of the U.S. Code** as approved by Congress, 13 October 1978, the following Articles constitute an Agreement between the Corpus Christi Army Depot, Corpus Christi, Texas, hereinafter called the Employer and Aeronautical Lodge 2049 of International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union."

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

Subject to law and the paramount requirements of public service, effective labor-management relations within the Federal Service require a clear statement of the respective rights and obligations of the Union and management; therefore,

It is to the mutual benefit of the Employer and the Union to have a clear understanding and a full appreciation of each other's respective rights and obligations.

Each party agrees to be bound by **Chapter 71 of Title 5 of the U.S. Code**; and it is the intent and purpose of the parties that a maximum of cooperation, well-being

1 of employees and effective utilization of manpower
2 should ensue from the friendly deliberation on fair and
3 equitable disposition of all problems arising in the
4 labor-management relationship; now, therefore, the
5 parties agree to the covenants of this Agreement.

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ARTICLE 1
RECOGNITION AND UNIT COVERAGE

SECTION 1. The Employer recognizes that the Union is the exclusive representative of all employees in the unit as defined in Section 2 of this Article. The Union recognizes the responsibility of representing the interests of all employees in the unit without discrimination and without regard to labor organization membership with respect to grievances, personnel policies, practices, procedures and other matters affecting their general working conditions.

SECTION 2. The recognized exclusive unit includes:

a. Tool, die and gauge makers; machinists; equipment mechanics, machine tool operators, equipment repairers; maintenance mechanic helpers; machinists helpers; and machinists apprentices.

b. Electricians, electrician helpers, electrician apprentices, intercommunications equipment installers, refrigeration and air conditioning mechanics.

c. Employees of the Instrument Branch, Electronics Division, Directorate of **Accessories & Rotor Blade Production.**

1 d. Employees of the Engine Welding Branch,
2 **Process Support Division, Directorate of Engines**
3 **Production.**

4
5 e. Employees of the Metal Spray Branch,
6 **Special Process Division, Directorate of**
7 **Manufacturing/Process Production.**

8
9 f. Employees of the Jigs & Fixtures Branch,
10 **Local Manufacturing Division, Directorate of**
11 **Manufacturing/Process Production.**

12
13 g. Employees of the Sheet metal Mfg/Heat
14 **Treat Branch, Local Manufacturing Division,**
15 **Directorate of Manufacturing/Process Production.**

16
17 h. Employees of the **Tubing Branch, Local**
18 **Manufacturing Division, Directorate of**
19 **Manufacturing/ ProcessProduction.**

20
21 There is no intent on behalf of the parties to change the
22 official certification.

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ARTICLE 2
COMMON GOALS

SECTION 1. The Union, in recognition of its responsibilities under Title VII, Public Law 95-454, as exclusive representative of the employees in the bargaining unit assumes a joint obligation with the Employer for the maintenance of a strong competitive position in the aircraft repair industry, realizing that attainment of this goal is necessary in order to provide maximum opportunities for continuing employment and good working conditions.

SECTION 2. The Employer and the Union agree to promote effective and efficient work habits on the part of all employees in the unit.

SECTION 3. The Union **and Employer** agree to support efforts to eliminate waste; promote regular attendance; conserve materials and supplies; ensure timely completion of jobs; improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents; minimize the use of official time; use the appropriate forum for disputes arising from this negotiated agreement; and promote the development of goodwill among the Employer, employees, and local community.

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

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

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11 SECTION 6. The Union will present problems or
12 Union complaints to the lowest level of management
13 having authority to take corrective action.

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ARTICLE 3

RESTRICTIONS OF LAW AND REGULATIONS

SECTION 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by the Agreement, officials and employees are subject to all existing or future laws and the regulations of appropriate authorities of the Federal Government, by published agency policies and regulations in existence and issued at a higher level than the Employer at the time the Agreement is approved for which there is a compelling need; and by subsequently published policies and regulations required by law or by the regulations of appropriate authorities. The implementation procedures for regulations for which a compelling need is established, shall be negotiable.

SECTION 2. This Article of the Agreement shall apply to all supplemental, implementing and/or subsidiary agreements between the Employer and the Union.

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ARTICLE 4
MANAGEMENT RIGHTS

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

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and,

(2) in accordance with applicable laws--

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

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

(c) with respect to filling positions, to make

1 selections for appointments from--

2 (i) among properly ranked and certified
3 candidates for promotions; or
4

5 (ii) any other appropriate source; and
6 (d) to take whatever actions maybe
7 necessary to carry out the agency mission during
8 emergencies.
9

10 (b) Nothing in this section shall preclude any agency
11 and any labor organization from negotiating—
12

13 (1) at the election of the agency, on the numbers,
14 types, and grades of employees or positions assigned to
15 any organizational subdivision, work project, or tour of
16 duty, or on the technology, methods, and means of
17 performing work;
18

19 (2) procedures which management officials of
20 the agency will observe in exercising any authority
21 under this section; or
22

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

1 SECTION 3. Each employee has the right to bring
2 matters of personal concern to the attention of his/her
3 recognized Shop Steward and/or his/her immediate
4 supervisor.

5
6 SECTION 4. Employees may request Union
7 representation during discussions between the
8 supervisor and the employee which may result in a
9 disciplinary action against the employee.

10
11 SECTION 5. If not expressly stated in any particular
12 provision of this Agreement, it is understood that all
13 employee rights and benefits are limited to the
14 bargaining unit.

15
16 SECTION 6. Employees shall have access to
17 organizations or personnel listed below in accordance
18 with this Article. The parties agree to encourage
19 employees to present their work-related problems to
20 the lowest level of supervision, which can effectively
21 deal with the problem. **Appointments maybe**
22 **scheduled by the employee; however, any**
23 **appointment scheduled during the employee's tour**
24 **of duty must be approved by the employee's**
25 **supervisor (or designee).** However, if the
26 appointment is outside the employee's tour of duty, the
27 supervisor need not be notified. It is understood these
28 are unpaid hours.

- 1 a. Civilian Personnel Advisory Center;
2
3 b. Equal Employment Opportunity Office;
4
5 c. Legal Office;
6
7 d. Administrative offices, such as payroll,
8 travel, etc.;
9
10 e. A supervisor or management official of
11 higher rank in the employee's organization;
12
13 f. Army Substance Abuse Program Office
14 (ASAP); or
15
16 g. Union Office.
17

18 SECTION 7. Employees will provide the destination,
19 date, time of departure, and estimated time of return to
20 the supervisor/alternate when requesting permission to
21 leave the immediate work area. The
22 supervisor/alternate supervisor will personally maintain
23 a checkout sheet for this purpose. Employees unable to
24 return to work at estimated time of return will contact
25 supervisor and request additional time or reschedule
26 appointment if necessary.
27

28 **SECTION 8. An employee who is a nursing mother**

1 may use any combination of her two fifteen(15)
2 minute breaks and lunch period (for a total of 60
3 minutes) to express milk up to three times per eight
4 hour shift until the child turns one (1) year of age.
5 The travel time necessary to walk to and from the
6 expressing location will be considered duty time,
7 but that employee will still be required to sign out
8 according to her work center procedures. The
9 frequency of breaks needed to express milk as well
10 as the duration of each break will likely vary.
11 Employees are required to coordinate with their
12 supervisor on variances outside of normal break
13 schedule. If additional time (more than 60 minutes
14 in one day) is needed, employee must request
15 appropriate leave.

16
17 **SECTION 9. Employees have the right to file**
18 **complaints, provide testimony and be witnesses**
19 **without fear of penalty or reprisal.**

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ARTICLE 6
UNION RIGHTS

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SECTION 1. The Union shall have the right and the responsibility to present its views to the Employer, either orally or in writing, on any matter of concern. The Employer and the Union agree to meet as further provided for in this Agreement.

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SECTION 2. Commensurate with the provisions of this Agreement, the Union shall at all times be free to exercise its rights to advance the best interest of and fully protect the employees covered by this Agreement and shall have full freedom to engage in authorized activities on behalf of the Union. It is further agreed that no Union representative shall be denied any right or privilege otherwise entitled to, because of his serving as a Union representative.

SECTION 3. The Employer agrees to furnish the Union with a current list of employees in the unit once each calendar year upon request of the Union. The list will contain the name, position title, grade, and work center of the employees.

SECTION 4. In order to draw a distinction between official and non-official activities, those Union activities concerned with the internal management of

1 labor organization or membership meetings,
2 solicitation of membership, campaigning for labor
3 organization officers, conduct of elections for labor
4 organization officer, and distribution of literature or
5 other matters of internal interest to the Union, will be
6 conducted outside of regular working hours.
7

8 SECTION 5. It is further agreed that the rights of the
9 Union do not extend to participation in the
10 management of a labor organization or to acting as
11 representative of any such organization where such
12 participation or activity would result in a conflict of
13 interest or otherwise be incompatible with law or with
14 the official duties of any employee.
15

16 SECTION 6. The Union shall have the right and will
17 discuss with the Employer any dispute concerning the
18 interpretation or application of this Agreement,
19 including regulations which are referenced or cited in
20 the Agreement.
21

22 SECTION 7. No paper, document or communications
23 issued by the Union to the Employer will be deemed
24 valid unless it bears the signature of a Business
25 Representative, **Grand Lodge Representative**,
26 President, or their designated representatives. (This
27 procedure excludes correspondence covering
28 grievances.)

1 SECTION 8. The Employer agrees that the financial
2 report required by law that is not internal Union
3 business will be considered a part of official Union
4 activities to the following extent. The Employer will
5 allow the Union up to a total of twenty (20) hours per
6 year to complete the financial reports. Should the
7 allowed time prove to be insufficient to complete the
8 report required by law, the Union may request
9 permission from the Chief, Civilian Personnel
10 Advisory Center (CPAC) or designee to use additional
11 time, not to exceed four (4) hours for the report.
12

13 SECTION 9. The Union will be given an opportunity
14 to be represented at formal discussions between
15 management and employees or employee
16 representatives concerning grievances, personnel
17 policies and practices, or matters affecting working
18 conditions of employees in unit.

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ARTICLE 7
ARBITRATION

SECTION 1. If the parties hereto fail to reach a satisfactory settlement of any grievance processed in accordance with Article 17, such grievances may be referred to arbitration by the Union or the Employer provided a written notice is served within thirty(30) calendar days of the other party's final decision.

SECTION 2. Within seven (7) calendar days from the date of receipt of the arbitration request, the Employer and **the Union President or designee** will submit a joint request to the Federal Mediation and Conciliation Service either electronically or by mail/fax for a list of **five** impartial panel members qualified to act as arbitrators. The cost of each panel obtained on line today is \$30.00 and may change. The cost of a panel produced by FMCS Arbitration Services Staff is currently \$50.00 and may change. For an online request, a credit card by each party must be used. To facilitate the request the Agency will process the request electronically. Should the Union not have a credit card, they will reimburse the Agency one-half of the fee payable by check which must be paid prior to processing the request. Once the list of panel members is received, if the parties cannot mutually agree upon one of the listed arbitrators, then the Employer and the

1 Union will each strike one arbitrator's name from the
2 list of five and shall then repeat this procedure. The
3 remaining name shall be the duly selected arbitrator.
4

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

17 SECTION 4. The arbitration hearing shall normally be
18 held during the regular day shift hours of the normal
19 basic workweek. Employees serving as Union
20 representatives, grievants, and employee witnesses,
21 who have direct knowledge of the circumstances and
22 factors bearing on the case, shall be excused from duty
23 to participate in the arbitration proceedings without
24 loss of pay or charge to annual leave; however, no
25 overtime will be paid.
26

27 SECTION 5. The arbitrator will be requested to render
28 his binding decision involving the interpretation or
29 application of this Agreement as quickly as possible

1 but in any event, no later than thirty (30) calendar days
2 after close of hearing unless the parties otherwise
3 agree. It is agreed that the arbitrator shall not change,
4 modify, alter, delete, or add to the provisions of this
5 Agreement as such right is reserved to the contracting
6 parties only. It is further agreed that interpretations of
7 published agency policies or regulations, provisions of
8 law, or regulations of appropriate authorities outside
9 the agency which are received from Department of the
10 Army, subsequent to request, will be made available to
11 the arbitrator for consideration in rendering his award.
12

13 SECTION 6. It is agreed by the parties that the award
14 of the arbitrator shall be restricted to the question(s)
15 presented to him for arbitration.

ARTICLE 9
CONTRACTING

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4 It will be the policy of the Employer to consult with the
5 Union prior to contracting out work involving the unit
6 of recognition in those instances where the contracting
7 of the work is within the discretion of the Employer.
8 When it becomes known that contracting out of work
9 involving the unit of recognition is ordered by higher
10 headquarters, the Union will be informed. The
11 Employer also agrees to minimize displacements
12 resulting from contracting out of work by taking every
13 possible, prudent action to retain career employees.
14 Nothing in this notice shall be construed to limit
15 management's reserved right. The Employer will,
16 upon request, provide the Union with a copy of the
17 Employer's Procurement Solicitation, once it is
18 released, for work normally performed by bargaining
19 unit employees when that work is being proposed for
20 contracting out. This article does not preclude the
21 employer from abiding by appropriate laws and
22 regulations.

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2 ARTICLE 10
3 DETAILS/LOANS ANDNON-COMPETITIVE
4 TEMPORARY PROMOTIONS

5 SECTION 1. Details/Loans -
6

7 a. The Employer agrees that employees
8 within a trade classification will be given an
9 opportunity to qualify for advancement and to remain
10 proficient in their jobs by distributing work
11 assignments, details, and loans fairly and equitably. As
12 determined feasible and in accordance with the mission
13 requirements, all employees will be considered for
14 recurring details, taking into consideration proficiency
15 and skills. A detail is a temporary assignment of a
16 bargaining unit employee to a different position or set
17 of duties. A loan is a temporary assignment of an
18 employee to a different work center while working
19 under the same job description.
20

21 b. An employee detailed to a different
22 position or set of duties for more than thirty (30) days
23 shall be given a job description or statement of
24 duties/tasks to be performed. Details in excess of thirty
25 (30) days will be reported on Standard Form 52
26 (Request for Personnel Action), or other appropriate
27 form and maintained as a permanent record in the
28 Official Personnel Folder. Such reporting is not
29 required for loans.

1 c. When it is necessary to detail bargaining
2 unit employees from one work center to another due to
3 workload fluctuations, the following procedures will be
4 followed:

5
6 (1) Volunteers will be solicited first. If
7 more employees than needed volunteer, the volunteers
8 with the most seniority by service computation date
9 (SCD) will be detailed.

10
11 (2) If an insufficient number of
12 employees volunteer, then placements will be made by
13 detailing employees with the least amount of seniority
14 by SCD.

15
16 (3) In order to lessen the impact on
17 production; the Employer will, if it deems necessary,
18 make every reasonable effort possible to train
19 additional employees prior to the end of the initial 120
20 day detail.

21
22 (4) The term “service computation date
23 (SCD)” as used in this Agreement means the total
24 length of Federal service including military service, as
25 reflected in block 31 of the Standard Form 50,
26 Notification of Personnel Action. If it is necessary to
27 extend the detail past 120 days due to mission
28 requirements, the Union will be notified and provided
29 with the reasons for the need to extend. Should the

1 need to extend past six (6) months arise due to mission
2 requirements, the Union and the Employer will discuss
3 the need to extend. It is understood that details for 120
4 days may be terminated prior to the not to exceed date
5 if mission requirements change. The Union will be
6 notified of the change and the reasons thereof.

7
8 d. Employees can be loaned to other work
9 centers for short-term workload needs. Selection of
10 employees will be made by using the procedures
11 outlined in Section 1c of this Article. **Employer will**
12 **consider loan rotations.**

13
14 SECTION 2. Temporary Promotions

15
16 **a. When a position is being filled by a non-**
17 **competitive temporary promotion, the Director will**
18 **announce through the Supervisory chain that**
19 **interested employees can submit a resume to the**
20 **appropriate selecting official for consideration. The**
21 **Union President (or designee) will be notified at the**
22 **same time.**

23
24 b. In order to be eligible to receive a non-
25 competitive temporary promotion an employee must
26 meet qualification requirements for the position.

27
28 c. The employer agrees that any non-
29 supervisory employee temporarily assigned to a higher

1 level position in the unit for a period which exceeds
2 thirty (30) days shall be temporarily promoted to the
3 position on the 31st day or the assignment rotated
4 among the other employees. It is understood that a
5 limited break in the assignment does not circumvent
6 the need to temporarily promote. Temporary
7 promotions of more than 120 days, will be effected in
8 accordance with the provisions of the merit promotion
9 and related placement plan, and existing rules and
10 regulations.

11
12 **d.** Time served on a higher graded position
13 while temporarily promoted will count upon restoration
14 to the employee's regular position for entitlement to
15 within grade increases.

16
17 **SECTION 3.** An employee may be detailed to a higher
18 grade and/or non-competitively temporarily promoted
19 to a higher graded position for up to 120 days during a
20 12 month period. Details or non-competitive
21 temporary promotions of more than 120 days will be
22 accomplished under competitive merit promotion
23 procedures. It is understood that details and/or
24 temporary promotions for 120 days or less maybe
25 terminated prior to the not to exceed date if mission
26 requirements change.

1
2 ARTICLE 11
3 DISCIPLINARY AND ADVERSE ACTIONS

4 SECTION 1. For purposes of clarification, it is agreed
5 that adverse actions are defined as removals,
6 suspensions for more than fourteen (14) days, furlough
7 without pay of thirty (30) days or less, reduction in pay
8 and reduction in grade. It is further agreed that
9 disciplinary actions are defined as suspensions of
10 fourteen (14) days or less and letters of reprimand.
11 Disciplinary actions will be fair and equitable, and
12 directed toward improving employee's work habits,
13 conduct, attitude, and efficiency. Such actions should
14 be no more severe than the violations warrant.
15 Consideration should be given to whether the offense is
16 minor, flagrant, or a repeated one. Supervisor of
17 record is the supervisor of the work center where the
18 employee is officially assigned and not the supervisor
19 to which an employee is loaned or detailed.

20
21 SECTION 2. When disciplinary action is officially
22 proposed against an employee in the unit, an extra copy
23 of the advance notice of proposed disciplinary action
24 will be furnished to the employee. The employee, if
25 he/she so chooses, may furnish the Union with this
26 extra copy. Decisions on the proposed action will be
27 handled in the same manner. Such notices of decision
28 must contain the employee's right to grieve under the

1 negotiated grievance procedure, inapplicable.

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

5
6 a. In accordance with the statute, employees
7 have the right to request Union representation at an
8 examination by a representative of the Agency in
9 connection with an investigation, if the employee
10 believes the examination may result in disciplinary
11 action. Section 7114(a) of the statute states that:

12
13 “(2) An exclusive representative of an
14 appropriate unit 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 representative of the Agency
19 in connection with an investigation if--

20
21 (i) the employee reasonably
22 believes that the examination may result in disciplinary
23 action against the employee; and

24
25 (ii) the employee requests
26 representation.”

1 SECTION 4. In processing disciplinary or adverse
2 action through the grievance procedure, an employee
3 may not have as a representative an individual who is
4 an official of another Union or who is employed in
5 another Union's bargaining unit or who is employed in
6 an area not covered by exclusive recognition. An
7 employee may pursue his own grievance under this
8 Article without representation; however, the provision
9 of Section 3 of Article 17 will be applicable.

10
11 SECTION 5. An employee affected by adverse action
12 may file an appeal under the statutory appellate
13 procedures, a discrimination complaint under the EEO
14 complaint procedure, or grievance under the negotiated
15 grievance procedure but only one of three avenues may
16 be used. For purposes of this section, an employee
17 shall be deemed to have exercised his/her option under
18 this section only when the employee files a timely
19 notice of appeal under the appellate procedure, files a
20 timely EEO complaint, or files a timely grievance in
21 writing under the negotiated grievance procedure.
22 Grievances over adverse actions or disciplinary actions
23 (letter of reprimand or suspensions of fourteen days or
24 less) will be initiated at Step Two (2) of the grievance
25 procedure within eight work days from the effective
26 date of the action as set forth in Article 17.

1 SECTION 6. If the Union is not satisfied with the
2 decision of the Commander rendered at second step on
3 disciplinary actions, it may make formal request to the
4 Commander to refer the matter to arbitration. In this
5 event, the provisions of Article 7 will be controlling.
6

7 SECTION 7. The Employer and the Union recognize
8 that all employees are expected to pay all just financial
9 obligations in a proper and timely manner in
10 accordance with applicable regulations. Adjust
11 obligation is one which the employee acknowledges as
12 being just or which has been reduced to a judgment by
13 court means. In the event of a dispute between an
14 employee and any private individual or firm, the
15 Employer will not make any determination as to the
16 validity of the debt, the amount of the disputed
17 indebtedness, or the method or terms or payment
18 agreed to by the creditor and the employee, nor will
19 any disciplinary action be taken by the Employer until
20 such dispute has been resolved by the employee and
21 the creditor concerned or an appropriate civil court. It
22 is agreed that failure to honor just obligations, not
23 mitigated by circumstances beyond the employee's
24 control, may result in disciplinary action.
25

26 SECTION 8. Letter of Reprimand. The supervisor
27 shall obtain all available information concerning the
28 alleged misconduct. The supervisor shall then discuss
29

1 the incident with the employee concerned. The
2 employee will be provided the opportunity to be
3 accompanied by a Shop Steward during the discussion
4 if he/she so requests. The purpose of the discussion is
5 to ensure that all the relevant facts are known to both
6 parties and to afford the employee the opportunity to
7 explain the basis for his/her actions. If the employee
8 presents a satisfactory explanation for the incident, the
9 matter will be closed and the employee so advised. If
10 the employee fails to provide a reasonable explanation
11 for the incident, he/she will be advised, within a
12 reasonable period, that a disciplinary action will be
13 initiated on the basis of misconduct. The supervisor
14 will then prepare a Memorandum for Record of the
15 meeting and initiate preparation of the letter of
16 reprimand. The letter of reprimand will be a decision
17 letter (in view of the actions preceding the decision to
18 issue the letter of reprimand), will contain appropriate
19 information as set forth in pertinent regulation(AR
20 690-700, Chapter 751) and will inform the employee of
21 his/her right to representation as addressed in Section
22 3. The letter will inform the employee of the right to
23 request a review of the letter of reprimand through the
24 grievance procedure set forth in Article 17.

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2 ARTICLE 12
3 DURATION AND AMENDMENT OF
4 AGREEMENT

5 SECTION 1. This Agreement shall remain in full
6 force and effect for a period of three (3) years after its
7 effective date. It shall be automatically renewed for
8 one (1) year periods unless either party gives the other
9 party notice of its intention to renegotiate this
10 Agreement no less than sixty (60) nor more than one
11 hundred twenty (120) days prior to its termination date.
12 In accordance with law, if renegotiation of an
13 agreement is in progress but not completed upon the
14 termination date of this Agreement, the terms and
15 conditions of employment of employees in the
16 bargaining unit provided in the Agreement will be
17 automatically extended until a new agreement is
18 negotiated. This Agreement shall terminate
19 automatically on such date as it is determined that the
20 Union is no longer entitled to exclusive recognition in
21 accordance with Public Law 95-454.

22 SECTION 2. A notice of desire to negotiate the
23 Agreement as provided above will be forwarded to the
24 Civilian Personnel Advisory Center within 30 calendar
25 days after receipt of notice, the parties will meet to
26 negotiate the ground rules.
27
28
29

1 SECTION 3. The new Agreement is subject to
2 **acceptance** by the membership of the Union and
3 approval by the depot Commander. Such Agreement
4 shall be subject to approval by higher headquarters
5 within the Department of Defense.
6

7 SECTION 4. This Agreement, except for its duration
8 period as specified in Section 1 of this Article, is
9 subject to opening only as follows:
10

11 a. Amendment(s) may be required because of
12 changes made in applicable laws or Executive Orders
13 after the effective date of this Agreement. In such
14 event, the parties will meet for the purpose of
15 negotiating such language that will meet the
16 requirements of such laws or Executive Orders. Such
17 amendment(s) as agreed to will be duly executed by the
18 parties and become effective on a date agreed to as
19 being appropriate under the circumstances.
20

21 b. It may be opened for amendment(s) by
22 mutual consent of both parties at any time after it has
23 been in force and effect for at least six (6) months.
24 Request for such amendment(s) by either party must be
25 in writing and must include the amendment(s)
26 proposed. The parties shall meet within fourteen (14)
27 calendar days after receipt of such notice to discuss the
28 matter(s) involved in such request(s). If the parties
29 agree that opening is warranted on any such matter(s),
30

1 they shall proceed to negotiate on amendment(s) to
2 same. No changes shall be considered except those
3 bearing directly on the subject matter(s) agreed to by
4 the parties. Such amendment(s) as agreed to will be
5 duly executed by the parties.
6

7 c. It shall be opened for amendment(s) upon
8 the written request of either party made within thirty
9 (30) calendar days after receipt by such party of any
10 order, instruction, or regulation of higher authority
11 above the local Commander which substantially alters
12 the discretionary authority of the Employer with regard
13 to any item dealt within this Agreement. Request for
14 such amendment(s) must include the amendment(s)
15 proposed and make reference to the appropriate order,
16 regulation, or instruction upon which each such
17 amendment(s) request is based. The parties shall meet
18 within fourteen (14) calendar days after receipt of such
19 request to open negotiations on such matters. No
20 changes shall be considered except those bearing
21 directly on and falling within the scope of such changes
22 made by the order, regulation or instruction and the
23 discretionary area(s) which the same delegates to the
24 Employer.
25

26 SECTION 5. Amendments to the Agreement provided
27 for in Section 4 above are subject to command
28 approval and **acceptance** by the membership of the
29

1 Union. Amendments shall be subject to approval by
2 higher headquarters within Department of Defense.

3
4 SECTION 6. No agreement, alteration, understanding,
5 variation, waiver, or modification of any terms or
6 conditions contained herein shall be made by an
7 employee or group of employees with the Employer or
8 any supervisor with the Union and in no case shall it be
9 binding upon the parties hereto unless such agreement
10 is made and executed in writing between the parties
11 hereto and the same has been **accepted** by the Union
12 and approved by the command.

13
14 SECTION 7. The waiver of any breach of condition of
15 this Agreement by either party shall not constitute a
16 precedent in the future enforcement of all the terms and
17 conditions herein.

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2 ARTICLE 13
3 ENVIRONMENTAL DIFFERENTIALPAY

4 SECTION 1. The Employer will make every effort
5 possible to ensure that employees are not exposed to
6 any hazardous situations while performing their duties.
7 In accordance with section 5343 (c) (4) of title 5,
8 United States Code, employees will be eligible for
9 environmental differential when exposed to a working
10 condition or hazard that falls within one of the
11 categories approved by the Office of Personnel
12 Management (OPM). Payment will only be made
13 when the level of exposure exceeds the standard set by
14 the Occupational Safety and Health Administration
15 (OSHA) and /or the American Conference of
16 Government Industrial Hygienists(ACGIH),
17 whichever standard has the lowest exposure level in
18 accordance with AR 40-5, paragraph 5-3(3). This
19 applies to all workplace hazards.

20
21 SECTION 2. During the term of this Agreement, the
22 Employer agrees to meet and confer with the Union
23 prior to deleting or adding to situations concerning the
24 payment of Environment Differential Pay. Such
25 discussions shall take place prior to the Employer
26 implementing any such proposed changes or
27 modifications.

28
29 SECTION 3. The Union may bring to the attention of
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1 the Employer situations which it feels should be
2 investigated for possible Environmental Differential
3 Pay (EDP). The Union shall address its concern to the
4 Employer in writing, either electronically or by paper.
5 Following its investigation, the Employer will notify
6 the Union in writing of its findings and determinations.
7 When EDP is authorized by the Employer, payment
8 shall be made in accordance with 5 CFR532.511,
9 Subpart E, Appendix A. **The Union shall be notified**
10 **24 hrs in advance of any routine or scheduled**
11 **occupational exposure monitoring to be conducted.**
12 **The Union Safety Representative or his designee**
13 **shall be allowed to accompany the employer during**
14 **any testing or monitoring process. A copy of all**
15 **results shall be provided to the Union.**

16
17 SECTION 4. Upon the request of the office of record
18 and in accordance with the governing laws and
19 regulations the Union will be afforded access to
20 records such as but not limited to Industrial Hygienist
21 monitoring results, monthly inspections of the
22 radioactive areas, or where any employee is exposed to
23 a hazard, physical hardship, or working conditions of
24 an unusually severe nature as listed in pertinent
25 regulations. The Union will be provided these records
26 in a reasonable time, but no later than thirty (30)
27 calendar days unless a record is not available.

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29 SECTION 5. The employee shall have the right to be
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1 represented by the Shop Steward or their designee
2 when discussing the matter of EDP in connection with
3 their workassignment.
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2 ARTICLE 14
3 EQUAL EMPLOYMENT OPPORTUNITY

4 SECTION 1. The Employer and the Union affirm their
5 joint opposition to discriminatory practices believing
6 that the public interest requires the full utilization of
7 employee skills and abilities without any
8 discrimination.
9

10 SECTION 2. The President of the Union or
11 (designee(s)) may serve as a participating member of
12 EEO committees.
13

14 SECTION 3. When replacement or additional
15 collateral EEO counselors are required, and at the
16 request of the EEO Officer, the Union may provide a
17 list of at least five (5) nominees from the bargaining
18 unit who would potentially serve as counselors.
19 Individuals selected from the list of nominees shall
20 receive appropriate training. The Union agrees to
21 consult with the Employer, at the Employer's request,
22 regarding qualifications of the individuals nominated to
23 serve as counselors.
24

25 SECTION 4. At the time of development of the
26 Affirmative Employment Plan of Action, the views of
27 the Union will be requested and given serious
28 consideration. The Union agrees to participate, at the
29

1 request of the EEO Officer, in discussions relating to
2 advancement of women and minorities and how to
3 resolve the under-representation of these groups.
4

5 SECTION 5. If an employee has discrimination
6 complaint and he chooses not to address the matter
7 through the negotiated grievance procedure, he may
8 file an EEO complaint in accordance with AR690-600.
9

10 SECTION 6. The Employer will endeavor to promote
11 Alternative Dispute Resolution (ADR) techniques
12 within the EEO Program.
13

14 SECTION 7. A 2nd or 3rd shift employee will be
15 given the opportunity to meet with the EEO staff
16 during their regular tour of duty. If an employee has
17 a scheduled investigation with the Investigations and
18 Resolutions Division (IRD) or an EEOC hearing, their
19 tour of duty will be changed to the 1st shift to
20 participate in these proceedings.
21

22 **Section 8: The Union shall be afforded the**
23 **opportunity to be present at discussions of all EEO**
24 **Case resolutions. The Union will sign a**
25 **confidentiality agreement when attending such**
26 **discussions.**
27

1 ARTICLE 15

2 FEDERAL EMPLOYEE'S COMPENSATION ACT

3
4 SECTION 1. Any employee who is injured or
5 becomes ill in performance of his duties may receive
6 all the benefits to which he is entitled under the
7 provisions of the Federal Employee's Compensation
8 Act (FECA), and will receive full support from his
9 supervisor(s) and the FECA staff in connection with
10 reporting of injuries or illnesses, in providing advice to
11 the employee of benefits available to him and
12 providing assistance in the execution of necessary
13 forms in support of claims.

14
15 SECTION 2. There are two types of injuries which an
16 employee can incur: traumatic and occupational
17 disease or illness. In order for an injury to be
18 considered traumatic, all of the following conditions
19 must exist:

20
21 a. It must be a wound or other condition of
22 the body caused by external force, including stress or
23 strain.

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25 b. The injury must be identifiable as to time
26 and place of occurrence.
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c. A member or function of the body affected,
and

d. Be caused by a specific event or series of
events or incidents within a single day or work shift.

Occupational disease or illness are produced by systemic infections; continued or repeated stressor strain; exposure to toxins, poisons, fumes, etc., or other continued and repeated exposure to conditions of the work environment over a longer period of time.

SECTION 3. Specific forms are required by the Department of Labor for reporting various matters in connection with injury or diseases. Initially, the following forms are required:

a. Traumatic injuries – CA-1 (Federal Employee’s Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation).

b. CA-2 (Notice of Occupational Disease and Claim for Compensation).

SECTION 4. When an employee is injured, he will be provided the required forms (CA-1 or CA-2) for reporting the injury. It is the employee’s responsibility

28 to complete these forms. If the employee is not

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30

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1 capable of completing the forms because of his medical
2 condition, the forms may be completed by someone
3 acting on the employee's behalf. Upon receipt of the
4 completed form, the employee will be given the
5 "Receipt of Notice of Injury." The employee should
6 read the information on the forms closely since they
7 provide the specific benefits to which he is entitled.

8
9 SECTION 5. Briefly, the benefits are:

10
11 TRAUMATIC INJURIES:

12
13 a. Continuation of pay (COP) not to exceed
14 45 calendar days. To be eligible for continuation of
15 pay, the employee or someone acting on his behalf,
16 must:

17
18 (1) File the CA-1 within 30 days
19 following the injury. However, to avoid possible
20 interruption of pay, the form shall be filed within 2
21 working days. If the CA-1 is not filed within 30 days,
22 continuation of pay will not be granted.

23
24 (2) Provide medical evidence
25 supporting disability resulting from the claimed
26 traumatic injury, including a statement as to when the
27 employee can return to duty within 10 calendar days
28 after filing the claim for COP.

1 (3) At the time the employee files a
2 CA-1, he has a right to elect COP, use sick, and/or
3 annual leave. An election of sick or annual leave
4 during the 45-day period is not irrevocable.
5

6 b. On the day of injury, an employee injured
7 in the performance of his duties will be considered in a
8 duty status and will receive pay without charge to leave
9 for the time required to obtain emergency treatment.

10
11 c. Payment of compensation for wage loss
12 after the 45 days, if disability still exists.

13
14 d. Scheduled awards to compensate for the
15 permanent loss or loss of use of each certain member,
16 organ, or functions of the body.

17
18 e. Medical care including medical, surgical,
19 and hospital services.

20
21 f. Vocational rehabilitation, job counseling,
22 and placement assistance.

23
24 g. Buy back of Leave. If an employee uses
25 sick/annual leave, he can arrange to buy back the leave
26 used and have it reinstated to his account. The amount
27 he may be required to pay will depend on several
28 factors, such as length of the period of disability and
29

1 the amount of Federal income tax which is withheld
2 from leave pay.

3
4 h. Certain funeral and burial expenses and
5 payment of death benefits to the deceased employee's
6 spouse and/or dependent children.

7
8 OCCUPATIONAL ILLNESS/DISEASE:

9 Those described for traumatic injuries except
10 continuation of pay (45 calendar days).

11
12 SECTION 6. It is agreed by both parties that this
13 Article is not inclusive of all rights, benefits, and
14 responsibilities. More detailed information is provided
15 in AR 690-800, Chapter 810.

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ARTICLE 16
GENERAL PROVISIONS

SECTION 1. Subject to availability and to applicable security regulations, the Union will be allowed sofa room during non-duty hours. Request for use of the specific room must be made 48 hours in advance. The Union agrees to perform normal housekeeping.

SECTION 2. When deductions are to be made from an employee's pay, it will be done in accordance with all governing regulations (i.e. laws, acts, etc.).

SECTION 3. Following the effective date of this Agreement, the Employer will reproduce and provide to the Union sufficient copies of the Agreement for distribution to employees within the unit.

SECTION 4. New employees hired in a position included in the unit will be introduced to the appropriate Shop Steward by the supervisor. The Shop Steward may advise the employee of the contractual relationship between the Employer and the Union.

SECTION 5. Regarding the Morale, Welfare and Recreation, (MWR), the Employer agrees to give serious consideration to the views presented by the Union and will advise the Union in writing what action

1 has been taken as soon as possible.

2

3 SECTION 6. Any employee that requires a wide
4 perimeter in performing his normal duties will be
5 provided a form of radio contact in order to receive
6 emergency phone calls and trouble calls. **Employees**
7 **shall be provided a form of radio communication**
8 **while working in hazardous areas and confined**
9 **spaces, etc.**

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2 ARTICLE 17
3 GRIEVANCE PROCEDURE

4 SECTION 1. This Article is intended to serve as the
5 sole procedure available for the orderly processing of
6 grievances concerning alleged violations of this
7 Agreement or any claimed violation of law or
8 regulation affecting conditions of employment. This
9 procedure shall not include grievances concerning:

10
11 a. Alleged violations concerning prohibited
12 political activities.

13
14 b. Retirement, life insurance or health
15 insurance.

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

19
20 d. Any examination, certification, or
21 appointment.

22
23 e. The classification of any position which
24 does not result in the reduction in grade or pay of any
25 employee.
26
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1 f. The application of the payment of
2 Environmental Differential Pay (EDP) to certain work
3 situations which is determined in accordance with
4 Article 13 of this Agreement.
5

6 **g.** Suspensions or letters of reprimand
7 regarding employees serving on a temporary
8 appointment, during the first six (6) months of
9 employment.
10

11 **h.** Non-selection from a group of properly
12 ranked candidates.
13

14 **i.** Suspension or revocation of driving
15 privileges processed under DOD Directive 1010.7 and
16 its derivatives.
17

18 SECTION 2. This negotiated procedure shall be the
19 exclusive procedure available to the employees of the
20 unit and parties to the Agreement for resolving
21 grievances except as provided in Section 4 of this
22 Article.
23

24 SECTION 3. Employees using this procedure will be
25 represented by the Union except that employee(s) of
26 the unit may seek adjustment of a grievance without
27 intervention of the exclusive representative. Any such
28 adjustment may not be inconsistent with the terms of
29 this Agreement. The Shop Steward or Chief Steward
30

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

8
9 SECTION 4. An employee affected by adverse action
10 (removal, reduction in grade or suspension of over
11 fourteen (14) days may file an appeal under the
12 statutory appellate procedure or a discrimination
13 complaint under the EEO complaint procedure or a
14 grievance under the negotiated grievance procedure (to
15 include an allegation of a discrimination) but only one
16 of the three avenues may be used. For purposes of this
17 section, an employee shall be deemed to have exercised
18 his option only when the employee files a timely notice
19 of appeal under the appellate procedure, files a timely
20 EEO formal written complaint, or files a timely
21 grievance in writing under the negotiated procedure.

22
23 SECTION 5. In the event either party should declare a
24 grievance non-grievable, the original grievance may be
25 considered amended to include that issue. Disputes of
26 grievability, not resolved at the local level may be
27 referred to arbitration in accordance with the Article on
28 arbitration.

1 SECTION 6. The parties agree that every effort will be
2 made to settle grievances at the lowest possible level.
3 Inasmuch as dissatisfactions and disagreements arise
4 occasionally among people in any work situation, the
5 filing of a grievance shall not be construed as reflecting
6 unfavorably on an employee's good standing, his
7 performance, or his loyalty or desirability to the
8 organization. Reasonable time during duty hours will
9 be allowed for employees and their representative to
10 prepare and present grievances. All such time will be
11 requested through the employee's immediate
12 supervisor **by either the employee or their**
13 **representative.**

14
15 SECTION 7. The following procedures will be
16 adhered to in cases involving employee grievances:

17
18 a. Informal. Most grievances arise from
19 misunderstandings or disputes which can be settled
20 promptly and satisfactorily on an informal basis and
21 the parties agree that every effort will be made to
22 resolve these matters informally. Employees with a
23 complaint may discuss the matter with the shop
24 steward and/or the immediate supervisor. **An informal**
25 **grievance meeting must be requested with the**
26 **supervisor responsible within eight (8) working**
27 **days of the incident giving rise to the grievance. The**
28 **Employee or the Employee's representative will**
29 **present the Supervisor with an informal complaint**

1 form stating the date of the incident, specific
2 information concerning complaint and the remedial
3 action sought. The Supervisor has eight (8) working
4 days from receipt of form to schedule a meeting and
5 render a decision. In the event that a satisfactory
6 resolution of the complaint is not accomplished, the
7 employee and his **designated representative** may
8 proceed to Step 1 provided the complaint has been
9 brought to the attention of the employee's supervisor.
10 If the complaint is beyond the purview of the
11 supervisor, the supervisor will let the employee and **his**
12 **designated representative** know what management
13 official has the authority to grant resolution.
14

15 b. Step 1. An employee grievance will be
16 submitted to the Division Chief or his designee of
17 his/her organization. The grievance must be presented
18 in writing within eight (8) working days **of the denial**
19 **of the requested resolution at the informal stage.**
20 The written grievance will state the date(s) of the
21 incident, specific information concerning the
22 complaint, and the remedial action sought. The
23 Division Chief or his designee will meet with the
24 employee, **the designated representative**, Chief
25 Steward, immediate supervisor and a CPAC Specialist
26 within eight (8) working days after receipt of the
27 grievance. Should the complaint be outside the
28 purview of the Division Chief, the grievance will be
29 presented to the appropriate Employer representative
30

1 having authority to grant resolution. A written decision
2 will be rendered within eight (8) working days after the
3 meeting. The Union Representative will be contacted
4 to pick up the written decision for delivery to the
5 employee and acknowledge receipt. An original and
6 one copy will be provided.

7
8 c. Step 2. If no satisfactory settlement is
9 reached at the first step, the aggrieved employee shall
10 submit the grievance in writing to the Commander or
11 his designee stating the specific issue(s) involved and
12 the remedial action requested within eight (8) working
13 days from receipt of the first step decision. A courtesy
14 copy will be submitted to the **MER** Chief. The CPAC
15 Specialist will arrange the meeting with the
16 Commander or his designated representative within
17 eight (8) working days and notify the Union President.
18 The Commander or designee will meet with the
19 aggrieved employee, **the designated representative**,
20 Chief Steward, President and the CPAC Specialist in
21 an effort to reach settlement of the grievance. A
22 written decision will be rendered within eight (8)
23 working days of the grievance meeting. The
24 representative or Chief Steward will be contacted to
25 pick up the written decision for delivery to the
26 employee and acknowledge receipt. An original and
27 one copy will be provided.

28
29 d. At each step of the grievance procedure, the
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1 Union shall be permitted to call relevant employee
2 witnesses. Appearance of witnesses will be scheduled
3 mutually by the parties. The Union will notify CPAC
4 Specialist handling the grievance as far in advance as
5 possible, the names of any witnesses so that
6 coordination can be made with the witnesses'
7 supervisor for release. Employee witnesses will be
8 released for the period needed to testify and are
9 expected to return immediately to his/her worksite after
10 giving testimony.

11
12 SECTION 8. Time limits contained in this Article may
13 be extended by mutual consent of the Union and the
14 Employer. Failure of the Employer to observe the time
15 limits for any step in the grievance procedure shall
16 entitle the grievant to advance the grievance to the next
17 **step. Failure of the Employer to observe the time**
18 **limits for the final step in the grievance procedure**
19 **shall require the Employer to pay the full**
20 **arbitration request fee only.** Failure of the grievant to
21 observe the time limits shall constitute the basis for
22 termination of the grievance.

23
24 SECTION 9. Union Grievances. The Union has the
25 right to file a grievance under this procedure in its own
26 name. A grievance submitted by the Union will be
27 submitted in writing to the Commander or his
28 designated representative within **twenty (20)** working
29 days of the event giving rise to the grievance to attempt
30

1 resolution. The Commander or his designated
2 representative will meet with the Union President
3 within eight (8) working days after receipt of the
4 grievance to attempt resolution of the grievance. A
5 written decision from the Commander or his designated
6 representative will be provided to the Union President
7 within eight (8) working days of the meeting. **Failure**
8 **of the Employer to observe the time limits in this**
9 **procedure shall require the Employer to pay the full**
10 **arbitration request fee only.**

11
12 SECTION 10. Employer Grievances. A grievance
13 against the Union will be submitted in writing by the
14 Employer within **twenty (20)** working days of the
15 event giving rise to the grievance. The Union President
16 or his designated representative will meet with the
17 Commander or his designated representative within
18 eight (8) working days to attempt resolution of the
19 grievance. A written decision from the Union
20 President or designated representative will be provided
21 to the Commander within eight (8) working days from
22 the date of the meeting.

23
24 SECTION 11. If an employee resigns, dies, or is
25 separated by an action other than a removal, or
26 withdraws his grievance before a decision is reached
27 on a grievance being processed and no compensation
28 issue is involved, action will be stopped and all
29 interested parties will be notified that the case is being
30

1 closed without decision. If, however, the Union can
2 indicate to the Employer that the grievance is
3 representative of cases involving other employees of
4 the units, the grievance will be processed through to a
5 decision.

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

13
14 SECTION 13. Information requests will be
15 processed within fifteen (15) working days of
16 receipt. If this suspense cannot be met, CPAC will
17 notify Union President or designee of anticipated
18 completion date. Grievance will be held in abeyance
19 pending completion of information request.

ARTICLE 18
HOLIDAYS

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4 SECTION 1. Work on holidays established by Federal
5 Statutes or Executive Orders will, insofar as consistent
6 with efficiency and operating needs as determined by
7 the Employer, be kept to a minimum. When possible
8 holidays will be observed as non-workdays.
9

10 SECTION 2. The Employer will consider alternatives
11 before assigning employees to work on a holiday.
12

13 SECTION 3. The Employer will, upon request, relieve
14 an employee from a holiday work assignment provided
15 another qualified employee is available for the
16 assignment. The Employer shall determine the
17 numbers and qualifications required for the work and
18 shall determine those employees that satisfy the
19 requirements.
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21 SECTION 4. In assigning employees to holiday work,
22 the same requirements and considerations will be
23 applied as assignments to overtime work.
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ARTICLE 19
HOURS OF WORK, BASIC
WORKWEEK AND SHIFT OPERATIONS

SECTION 1. The administrative workweek for all employees is typically the calendar week, 0001 Sunday through 2400 Saturday.

SECTION 2. The regular hours of work for employees in the unit shall not exceed eight (8) hours a day, forty (40) hours a week.

SECTION 3. The basic workweek will consist of five (5) consecutive eight (8) hour days, Monday through Friday. The basic workweek of any employee shall not be changed except as provided by applicable laws and regulations.

SECTION 4. The normal work day will be as follows.

- a. **1st shift: 0600-1430**
- b. **2nd shift: 1400-2220**
- c. **2nd shift (Tool and Die): 1500-2320**
- d. **3rd shift: 2200-0620**

Permanent changes to these hours may be established after appropriate consultation with the Union Management Committee.

1 SECTION 5. Pursuant to the right reserved in Article 4
2 the Employer shall establish tours and shift operations
3 as necessary for efficient operation and for
4 accomplishment of assigned missions. Changes to the
5 established hours of tours and shifts will be made by
6 the Employer but only after notifying the President or
7 his designee prior to the implementation of the change,
8 except as provided in 5 CFR 610.121(a). Employer
9 will, upon request, negotiate the impact and
10 implementation of the changes, except in emergency
11 situations.

12
13 SECTION 6. A thirty (30) minute non-paid lunch
14 period will be scheduled for the first shift. A twenty
15 (20) minute non-paid lunch period will be scheduled on
16 the second and third shifts. **Employees will be**
17 **authorized two scheduled paid fifteen (15)minute**
18 **rest breaks per day. Additional breaks maybe**
19 **granted when deemed needed for health and safety**
20 **reasons as advised by the Safety Office (ex: heat**
21 **index/worktimes).**

22
23 SECTION 7. When changing the days of a unit
24 employee's basic workweek, the Employer:

25
26 a. Will make such change consistent with
27 Federal laws, government-wide and Department of
28 Defense and Department of Army rules and
29 regulations.

1 b. Will notify the union prior to the
2 implementation of the change, except in emergency
3 situations, and upon request, provide information on
4 the reasons for the change. Employer will, upon
5 request, negotiate the impact and implementation of the
6 change.

7
8 SECTION 8. The Employer agrees to consider
9 avoiding changes of employee's shift and tour of duty
10 which do not involve changes to the basic workweek to
11 the maximum possible extent, to give the maximum
12 possible notice to affected employees and **Union**
13 **President (or designee)** before making such changes,
14 and to make a reasonable effort to effect tours of duty
15 changes on the first day of the affected employee's
16 workweek. If management is considering a shift
17 change during the Thanksgiving/Christmas holidays, it
18 is agreed the Union President (**or designee**) and
19 appropriate Director (or designee) will meet as early as
20 possible to discuss the changes.

21
22 SECTION 9. It is understood that each employee shall
23 be at his work center, ready to work with safety shoes
24 and safety glasses, at the scheduled starting time of his
25 shift. It is also understood that the movement of tools
26 to the job site is considered as part of the work
27 assignment, but will not be required of him prior to the
28 start of the shift. If an employee is required by the
29 Employer to perform any work or duty either before or

1 after his regular shift hours, he shall be compensated at
2 the appropriate rate of pay for such work or duty as
3 allowed by applicable laws or government or
4 Department of Army-wide rules and regulations.
5

6 SECTION 10. The Union President, or designee, will
7 be notified prior to the commencement of a multi-shift
8 operation and the employer will, upon request,
9 negotiate the impact and implementation of the change.
10 Necessary skill requirements shall determine shift
11 assignment. In selecting employees for the night shifts
12 for the first cycle, qualified volunteers will be first
13 considered. Each shift will then be filled out by
14 assignment of the most junior qualified employees in
15 each classification. Seniority will be determined by the
16 Service Computation Date. This procedure will not
17 apply when personnel are employed exclusively to staff
18 a night shift. Neither will this procedure apply when in
19 the opinion of the appropriate supervisor the employee
20 should temporarily or permanently be excused from
21 rotation for personal reasons. Employer reserves the
22 right to place new employees on selected shifts for
23 limited periods for training and orientation. **These**
24 **employees will be introduced to the Shop Steward.**
25

26 SECTION 11. The above procedure as outlined in
27 Section 10 will apply except in those situations where
28 its application would operate to adversely affect
29 mission capability as required by the Employer or to
30

1 interfere with the Employer's right to maintain the
2 efficiency of the Government operations entrusted to
3 him. In these instances the Employer agrees to notify
4 the Union President or designee prior to making the
5 assignment.

6
7 SECTION 12. Cycle for the rotation of employees
8 during multi-shift operations shall be two (2) pay
9 periods. Whenever an application for adjustment of
10 shift rotation is submitted by an employee in order to
11 establish a firm academic schedule in furtherance of his
12 educational endeavors designed to qualify him for
13 **other jobs** within the activity, the first-line supervisor
14 or designee may approve the request. The supervisor
15 will notify the employee of the decision within three
16 (3) workdays of the request. In event of his
17 disapproval, the application will be referred to the
18 Director or designee concerned for review and
19 decision. If a request is granted, the employee shall
20 furnish proof of registration to his supervisor or
21 designee from the academic institution in which
22 enrolled. If the employee fails to furnish the
23 supporting statement within fourteen (14) calendar
24 days after enrolling or withdraws from the academic
25 institution in which enrolled, the exemption and
26 assignment considerations will be revoked. In any
27 event, exemption from shift rotation for academic
28 purposes will not exceed one (1) semester per request.
29 An employee may submit a request for an additional

1 exemption, provided at the time of the request the
2 employee also presents satisfactory completion of the
3 previous semester's school requirements.
4

5 SECTION 13. Employees shall be permitted, during
6 paid work hours, where necessary for personal hygiene,
7 to remove toxic or health hazardous substances from
8 their persons. This includes time prior to the lunch
9 period. Supervisors will allow sufficient time for such
10 purposes, taking into consideration the particular work
11 area and the particular work conditions, and consistent
12 with the joint obligation of management and employees
13 to accomplish a maximum amount of actual work in
14 any assigned work period. Alleged inequities in
15 allowance of such time are appropriate matters for
16 discussion between the appropriate Stewards and the
17 supervisor involved. Normal personal clean-up
18 including change of clothes shall be done on the
19 employee's own time outside of paid workhours.
20 Authorized protective clothing issued by the Employer,
21 shall be changed during paid workhours.
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ARTICLE 20

JOB DESCRIPTION AND CLASSIFICATION

SECTION 1. The supervisor will discuss with the employee and the Shop Steward any proposed changes in major duties of his/her job prior to the supervisor requesting classification action. In any case, when the classification of an employee's job description is changed, it will be discussed with him/her by the supervisor and the Shop Steward. If the employee does not agree with the classification decision, he/she may appeal the action through the procedures prescribed in applicable regulations.

SECTION 2. If it is believed that a position is incorrectly classified, the employee or the union has the responsibility to first discuss the matter with the supervisor.

SECTION 3. Each employee in the unit is entitled to Union representation or assistance in:

a. Discussing the job description or grade with the Employer;

b. Reviewing and reading classification standards or other Army information that pertains to his position; or

1 c. Pursuing his appeal.
2

3 SECTION 4. The Employer agrees to provide each
4 employee in the units with a copy of his current job
5 description whenever the job description is revised and
6 whenever the employee enters upon a new job, or is
7 transferred to a different job.
8

9 SECTION 5. The Employer will provide the Union a
10 copy of any **current** job description in the units upon
11 the Union's verbal or written request. **The employer**
12 **will notify the union of any proposed changes to job**
13 **descriptions within the bargaining unit. At the**
14 **union's request, the employer and the union will**
15 **meet to discuss issues over proposed changes.**
16

17 SECTION 6. The Employer agrees to the maximum
18 extent consistent with work requirements to assign
19 employees in the unit to work appropriate to their job
20 description and classification.
21

22 SECTION 7. The duties listed in job descriptions are
23 not set forth for purpose of limiting assignment of
24 work. They are not to be construed as a complete list
25 of the many duties normally to be performed under a
26 job title or those to be performed temporarily outside
27 an employee's normal line of work. The phrase "other
28 duties as assigned" shall not be used as the basis for the
29

1 assignment to employees of duties unrelated to the
2 principal duties of their positions, except on a
3 temporary or emergency basis.
4

5 SECTION 8. Menial or dirty tasks, or work which is
6 generally recognized as undesirable or hazardous
7 within the duties prescribed in the employee's job
8 description will be assigned to employees of the units
9 on a fair and equitable basis.
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ARTICLE 22
LEAVE - ANNUAL

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SECTION 1. Employees will accrue annual leave in accordance with applicable laws. An employee's request for annual leave will normally be granted, subject to the needs of the Employer, when his request is submitted with reasonable advance notice.

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SECTION 2. In exercising the prerogative of timing of the annual leave usage, the Employer will make every reasonable attempt to satisfy the desires of each employee in accordance with the procedures outlined below. Each employee will be responsible for cooperating with the Employer in scheduling vacation periods and requesting leave during periods when their services can best be spared. Employees are encouraged to conserve their earned annual leave but are not required to have accumulated excess leave over 240 hours in order for annual leave to be granted. Requests for leave will be submitted on an OPM Form 71 and returned to the employee approved or disapproved, with a copy retained by the Employer. When a request is disapproved, the reason for disapproval will be entered on the form.

(a) Excess Leave/vacation periods **of more than 40 consecutive hours** duration will be scheduled by the last workday in **January** of each calendar year.

1 Within two weeks, vacation lists will be compiled and
2 employees notified. The employee with the most
3 seniority, as determined by the service computation
4 date, will be given vacation preference. Once an
5 employee has made his decision, he will be permitted
6 to change his selection only if no other employee's
7 choice is disturbed or if another employee agrees to a
8 trade. All vacation periods requested after the last
9 workday in **January** will be approved on a first receipt
10 basis.

11
12 (b) Leave of **less than 40 hours** duration
13 used in conjunction with a Federal holiday **should be**
14 **requested** no later than fourteen (14) calendar days
15 before the holiday week. **In order for seniority to be**
16 **considered, the leave shall be requested in**
17 **accordance with Section 2(a) of this Article;**
18 **otherwise the leave will be approved on a first**
19 **receipt basis.** The OPM Form 71's must be logged in
20 with the date and time of receipt. Employees will be
21 notified of approval/disapproval no later than five (5)
22 **work** days after receipt of the request.

23
24 (c) A leave **request** not covered under
25 Section 2(a) and (b) above and not of an emergency
26 nature will be requested in advance. In advance is
27 defined as leave requested by submitting an OPM
28 Form 71 within the first hour of the workday prior to
29 the day of absence. Employee and supervisor will

1 made within the day with his supervisor or alternate in
2 his absence so that approval of leave can be
3 considered.

4
5 **(e) For leave requests during the**
6 **workday, the employee must obtain approval from**
7 **the immediate supervisor or designee prior to**
8 **leaving the worksite.**

9
10 SECTION 3. If the Employer schedules or **effects** a
11 shutdown of activities, reasonable effort will be made
12 by the Employer to provide work for employees who
13 do not have annual leave. If work cannot be provided
14 for such employees, annual leave may be advanced
15 upon request, to the extent permitted by applicable
16 regulations. In the event of a shutdown that may
17 require leave the employer agrees to negotiate with the
18 Union, if requested, prior to the implementation of
19 such action unless there is a compelling need for the
20 shutdown.

21
22 SECTION 4. Employees will be responsible for
23 cooperating with the Employer in scheduling vacation
24 periods and requesting leave during periods when their
25 services can best be spared. Where emergency
26 conditions require maximum attendance and when
27 employees are required to forego their previously
28 scheduled vacations such employees will be permitted
29 to reschedule their vacation upon the termination of the

1 emergency, on the same basis as outlined above. In
2 cases of emergency, the Shop Steward(s) will be
3 notified, and given the reasons therefore.
4

5 SECTION 5. Generally, approval of annual leave must
6 be obtained prior to being taken. When exceptional
7 circumstances prevent an employee from doing so, the
8 employee is required to notify his supervisor, or in the
9 absence of the supervisor, his designee, of the reason
10 for absence at the earliest possible moment on the first
11 day of absence, but not later than the second hour of
12 the tour of duty. Exceptions to the deadline
13 requirement shall be made when the established facts
14 indicate that there was an acceptable reason for the
15 failure of the employee to meet the requirement.
16

17 SECTION 6. When employees request annual leave to
18 perform volunteer service, the Employer should be as
19 accommodating as possible in reviewing and approving
20 such requests consistent with the guidance contained in
21 governing regulations.

22 *A Delegation of Authority list for purposes of
23 **approving** leave will be posted in a conspicuous
24 location in each workcenter.
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ARTICLE 23

LEAVE - BLOOD DONATIONS

SECTION 1. Employees who volunteer as blood donors, without compensation, to qualifying recipients will be excused from work, subject to workload considerations, without charge to leave for the time necessary to donate blood and recuperate. The maximum excused time will be four (4) hours per donation including recuperation and travel time. Four (4) donations per calendar year can be made under this provision. The employee is required to submit his/her request on an OPM Form 71 twenty-four hours prior to the desired date. No appointments will be made on Friday preceding a holiday or any other workday that precedes a holiday. The four (4) hours of excused absence is applicable only when blood is actually donated. For clarification, even if employee is donating blood on Depot, the four hours begins at the time the employee leaves shop to donate blood. However, employees rejected as donors will be eligible for an excused absence limited to the time spent in traveling from and to the work site and the time spent at the blood bank. All employees will provide documentation to their immediate supervisor, from the Blood Bank that indicates they donated blood. If an employee's tour of duty does not coincide with the operating hours of the blood bank and the employee chooses to donate blood during non-duty hours, leave

1 for recuperation time is not appropriate.

2
3 SECTION 2. In an emergency situation as determined
4 by the Commander, consideration will be given to
5 permitting additional donations not to exceed six (6)
6 per calendar year.

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ARTICLE 24
**LEAVE - COURT LEAVE & CIVIC
RESPONSIBILITIES**

SECTION 1. Employees must be in a pay status prior to being eligible for court leave.

SECTION 2. When **an** employee is under summons to serve on a jury, or to qualify for jury service, time lost from his normal work schedule for the purpose will be charged to court leave and the employer will pay him in accordance with applicable pay regulations.

SECTION 3. Prior to this absence from duty the employee will present the court order, subpoena, or summons to his supervisor for review as far in advance as possible but not later than one week prior to the requirement. An employee properly summoned by a State or Federal Court to serve on a jury which requires reporting to the Courthouse any time between 0800-1000 hours will not be required to report for duty prior to the court leave. An employee whose report requirement is after 1200 hours, will be required to report to work at the beginning of their shift and may be excused from work at 1045 hours to allow the employee sufficient time to return home, clean up and change clothes, and travel to the Courthouse. If employee lives in outlying area and 1045 release time does not allow sufficient time to return home, clean up

1 and change clothes, and travel to the Courthouse
2 additional time may be granted. It is agreed that when
3 an employee is excused from jury service for one or
4 more days or for that period of day that would permit
5 him to return to duty for as much as three(3) hours of
6 his normal work day without undue personal hardship,
7 he shall do so, or that time will be charged to annual
8 leave if due and accrued.

9
10 SECTION 4. The employee will present to the
11 employer a signed jury service certification or other
12 satisfactory evidence of time served on such duties,
13 immediately upon return to duty following his release
14 from jury service.

15
16 SECTION 5. An employee on court leave for jury
17 service may not retain jury fees. The employee will be
18 allowed to retain reimbursements for daily expenses.
19 When an employee is on court leave for other reasons
20 beyond their control, such as serving as a subpoenaed
21 witness, the employee may not retain the fees for
22 service. Court fees received for court duty performed
23 on holidays and on non-workdays may be retained by
24 the employee.

25
26 SECTION 6. Night (2nd & 3rd) shift employees called
27 for jury duty will be excused from their regularly-
28 scheduled night duties when the employee serves on a
29 jury during the day without a charge to annual leave

1 and with compensation at the night differential rate.

2
3 SECTION 7. The Union and the Employer mutually
4 agree to encourage all employees to exercise their right
5 to vote. In cases where the time left in the workday
6 does not permit employees sufficient time to vote,
7 absentee voting is expected and/or annual leave or
8 leave without pay may be approved by the supervisor.
9

10 SECTION 8. The Employer and the Union mutually
11 agree that employees in the unit will be encouraged to
12 participate in the Combined Federal Campaign (CFC);
13 however, in no instance shall the Employer or the
14 Union exercise pressure on any employee to contribute
15 to the CFC nor will any reprisal action be taken against
16 an employee who refrains from contributing. It is
17 agreed that the principle of true voluntary giving to
18 CFC shall be upheld.
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ARTICLE 25

LEAVE - LEAVES OF ABSENCE

SECTION 1. Employees may apply for leaves of absence without pay in accordance with applicable laws and regulations. Such leaves of absence without pay shall not exceed a period of one year for each application.

SECTION 2. The Employer agrees that the Union may designate members elected or appointed as delegates or representatives to any Union activity necessitating a leave of absence not to exceed two calendar weeks per year. Upon written request to the Employer by the individual employee, such employee will be granted annual leave or leave without pay subject to mission requirements. Leaves of absence without pay to accept temporary labor organization positions may be granted for a period not to exceed one year for each application.

SECTION 3. The Employer will, according to governing regulations and subject to grade and pay controls, provide employment within the grade the employee held at the time his leave began and in the current pay status of such grade at the time the employee returns to work, provided the employee

1 returns to work no later than at the end of the leave
2 period.

3
4 SECTION 4. The Employer also recognizes the
5 bumping and retreating rights of an employee on
6 approved leave of absence without pay in situations
7 where the employee's status has been affected by
8 reduction-in-force action during the leave of absence.

9
10 SECTION 5. At the discretion of the Employer, leave
11 without pay (LWOP) may be granted to employees
12 who wish to engage in volunteer activities during
13 normal working hours.

14
15 SECTION 6. It is DA policy to grant 90 calendar days
16 leave without pay to career and career conditional
17 employees or excepted employees with competitive
18 status who are relinquishing their positions because the
19 family or the head of household is moving from one
20 area to another and who intend to seek Federal
21 employment in the new area. This initial grant of 90
22 days may be extended upon the request of the
23 employee in accordance with governing regulations.

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ARTICLE 26
LEAVE-SICK

SECTION 1. Sick Leave.

a. The Employer and Union agree to follow the statute and applicable leave regulations. Sick leave is an employee's earned benefit when the criteria for its use is met. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve sick leave so it will be available to them in cases of extended illness.

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

(1) Receives medical, dental, or optical examination or treatment;

(2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth;

1 (3) Provides care for a family
2 member who is incapacitated by a medical or mental
3 condition or attends to a family member receiving
4 medical, dental, or optical examination or
5 treatment;

6
7 (a) In accordance with 5 CFR 630.201
8 family member means an individual with any of the
9 following relationships to the employee:

10
11 1 Spouse and parents
12 thereof;

13
14 2 Sons and daughters,
15 and spouses thereof;

16
17 3 Parents, and spouses
18 thereof;

19
20 4 Brothers and sisters,
21 and spouses thereof;

22
23 5 Grandparents and
24 grandchildren, and spouses thereof;

25
26 6 Domestic partner and
27 parents thereof, including domestic partners of any
28 individual in paragraphs (1) through (5) of this
29 definition; and

1 (6) Would, as determined by the
2 health authorities having jurisdiction or by a health
3 care provider, jeopardize the health of others by his
4 presence on the job because of a communicable
5 disease.

6
7 (7) Must be absent from duty for
8 purposes relating to his or her adoption of a child,
9 including appointments with adoption agencies, social
10 workers, and attorneys; court proceedings; required
11 travel; and any other activities necessary to allow the
12 adoption to proceed.

13
14 c. Granting sick leave is an administrative
15 responsibility of the appropriate supervisor in
16 accordance with 5 CFR 630.403. Employees are
17 required to submit acceptable certificates from their
18 physician supporting sick leave requests when they are
19 absent on sick leave for a continuous period in excess
20 of three days or for a lesser period when determined
21 necessary. Examples include, but are not limited to, a
22 pattern of abuse or a single instance of suspected
23 abuse. A medical certificate or other administratively
24 acceptable evidence is also required for absences in
25 excess of three workdays or for a lesser period when
26 determined necessary for leave taken under Section
27 1b(3), (4), (5) and (7).

28
29 Examples include, but are not limited to, a pattern of
30

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

12 (1) Sick leave will be requested on
13 an OPM Form 71 as soon as the requirement is known
14 for scheduled visits to doctors, dentists, obstetricians,
15 and for the purpose of securing diagnostic
16 examinations and x-rays. Sick leave for these
17 appointments shall be granted for the amount of hours
18 necessary, depending on the time and location of the
19 appointment. Sick leave can be granted for travel time
20 to and from the appointment when the employee
21 departs from and returns to the depot. If the
22 appointment ends so late in the day that returning to
23 work would preclude any productive effort on the part
24 of the employee, the supervisor may grant sick leave
25 from the departure to the end of the shift. Whenever
26 possible, employees are encouraged to schedule
27 appointments on non-duty days or in the latter part of
28 the workday. **Employees are required to submit**
29 **acceptable certificates from their physician for**
30

1
2 **annual leave used in lieu of sick leave when they are**
3 **absent for a continuous period in excess of three(3)**
4 **days or for a lesser period when determined**
5 **necessary.**

6
7 (2) Each employee is responsible for
8 notifying his immediate supervisor or alternate in his
9 absence when he is prevented from reporting for work
10 because of incapacitating illness or injury. Employees
11 must contact the supervisor or alternate in his absence
12 as soon as possible but not later than the first two hours
13 after the start of the employee's regular tour of duty on
14 the first day of his absence and on each succeeding day
15 unless it is of a known duration or an anticipated day of
16 recovery is communicated with the supervisor.

17 **The means of acceptable contact will be established**
18 **for the work center by the supervisor. Acceptable**
19 **means of contact may include telephone, text,**
20 **and/or email.** If no one is available to approve the
21 leave, the employee will leave a telephone number
22 where he can be contacted. It is understood that it is
23 still the employee's responsibility to ensure contact is
24 made within the day with the supervisor or alternate in
25 his absence so that approval of leave can be
26 considered. If due to injury or illness, the employee is
27 so incapacitated that he cannot personally request sick
28 leave, a family member may contact the supervisor **or**
29 **alternate** for him. For absences of extended duration,
30

1 the employee must contact his supervisor at least every
2 seventh calendar day to report his continued absence
3 and anticipated recovery date. When an employee
4 furnishes his supervisor a statement issued by a
5 qualified physician establishing the duration of absence
6 and anticipated date of return to duty, the requirement
7 may be waived.

8
9 d. Advance sick leave up to 240 hours maybe
10 made only in clearly established cases of serious
11 disability or ailment when the exigency of the situation
12 warrants, and there is reasonable assurance the
13 employee will be able and willing to return to duty and
14 intends to do so for a period sufficient to repay the
15 number of hours advanced. A serious disability or
16 ailment must be supported by an acceptable certificate
17 from a licensed practicing physician or other
18 recognized practitioner. Advance sick leave may not
19 be approved if the employee has established a pattern
20 of questionable sick leaveuse.

21
22 e. When an employee is assigned a temporary
23 restricted work classification by the physician in the
24 Occupational Health Clinic (OHC), the Employer will
25 consider placing the employee on an available job
26 within the prescribed restrictions. Should no such job
27 be available for the duration of the restriction, the
28 employee may request to use sick or annual leave, if

1 available, leave without pay, or apply for injury
2 compensation as provided by law, if said injury was
3 work related.
4

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

10
11 g. The Employer will not publicly post
12 individual or shop sick leave records, for the purpose
13 of any competition which could have the effect of
14 discouraging the proper use of sick leave.
15

16 h. If an employee is referred to the OHC by
17 his supervisor due to injury, job related illness or safety
18 concern, the OHC will make a medical
19 recommendation as to whether the employee is able to
20 continue the workday or should be released to see his
21 personal physician.
22

23 i. When the OHC refers an employee to see
24 his personal physician, he/she will:
25

26 (1) Return to his/her work center for
27 release from duty by his/her supervisor or alternate in
28 his/her absence. If due to injury or illness, the
29 employee is so incapacitated that he/she cannot return
30

1 to his/her work center to secure his/her work area,
2 he/she and/or the OHC will call and notify the
3 supervisor or alternate in his/her absence.
4

5 (2) Upon his/her return, the supervisor
6 will send him/her through the OHC for release back to
7 duty.
8

9 (3) If the release occurs after the first
10 four hours of the shift, the day will not count towards
11 above. Any release prior to that time will be
12 considered the first day of absence. Any
13 communication required with an employee's personal
14 physician will be accomplished through the OHC by
15 the officer in charge or a designated individual by the
16 OHC.
17

18 SECTION 2. Sick Leave to Care for Family Members 19

20 a. The sick leave provisions outlined in
21 Section 1, allow all covered full-time employees to use
22 a total of up to 104 hours (13 days) of sick leave each
23 year for family care or bereavement purposes.
24

25 b. Expanded Sick Leave for Family Care
26 Purposes – Under Office of Personnel regulations, an
27 employee may use a total of up to 480 hours(12
28 weeks) of sick leave each year to care for a family
29 member with a serious health condition. If an employee
30

1 previously has used any portion of the 104 hours(13
2 days) of sick leave for general family care or
3 bereavement purposes in a year (Section 2aabove),
4 that amount must be subtracted from the 480 hour
5 entitlement.

6
7 SECTION 3. Family and Medical Leave Act(FMLA)
8 5 CFR 630.1201.

9
10 a. Eligible employees may use up to 12
11 workweeks of unpaid leave during any12-month
12 period for the birth of a son or daughter; placement of a
13 son or daughter with the employee for adoption or
14 foster care; the care of a spouse, **domestic partner**,
15 son, daughter (a child must be under 18 or incapable of
16 self-support), or parent of the employee who has a
17 serious health condition; and a serious health condition
18 of the employee making them unable to perform the
19 essential functions of his/her position.

20
21 b. Employees must provide notice of his
22 intent to take FMLA leave not less than 30 days before
23 leave is to begin. If the need for leave is not
24 foreseeable, i.e., a medical emergency, and the
25 employee cannot provide 30 calendar days notice of
26 his/her need for the leave, the employee shall provide
27 notice within a reasonable period of time appropriate to
28 the circumstances involved IAW 5 CFR630.1206.

29 There is no provision for invokingFMLA

1 retroactively. In addition, the employee must submit
2 medical certification for FMLA leave taken to care for
3 his spouse, **domestic partner**, son, daughter or parent
4 who has a serious health condition or for the serious
5 condition of the employee.

6
7 Note: For additional program guidance regarding
8 Sections 2 & 3, contact the Civilian Personnel
9 Advisory Center. The above information is not
10 intended to be all inclusive of employee rights and
11 responsibilities.

12
13 SECTION 4. An employee who has suffered a
14 disabling injury may be required to report for light or
15 limited duty after release by his/her doctor. However,
16 he/she will not be required to perform the full scope of
17 his/her regular duties until he/she is declared physically
18 capable of performing the duties by his/her doctor and
19 the physician in the Occupational Health Clinic.

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ARTICLE 27
MERIT PROMOTION

SECTION 1. Employees who apply for positions using the automated database will be considered for competitive merit promotion opportunities at CCAD. This includes opencontinuous announcements (OCA), individual job announcements and delegated examining unit (DEU) announcements. Employees will be required to follow the instructions in the announcement to receive consideration. Employees may seek assistance in completing or updating a resume from their organization or the Union. When competitive procedures are used to fill position vacancies, all selections will be made from a list of candidates, or any other appropriate source. **Applicants will be notified of their non-selection electronically.**

SECTION 2. The Employer will notify the Union President or designee when an informal Request for Personnel Action (RPA) is initiated to fill a position.

SECTION 3. Once an employee queries the centralized database regarding their status they may use the following grievance procedure in order to provide them with an avenue of redress i.e., non-referral or no resume found on file (when proof of submission exists).

1 a. INFORMAL PROCEDURES:

2
3 (1) Employees can send inquiries regarding
4 non-referral directly to the centralized database at **te-**
5 **mail address indicated on the announcement.** This
6 inquiry initially goes to the centralized site to answer
7 general inquiries. If an employee is inquiring about a
8 specific vacancy announcement, the centralized site
9 will forward the inquiry to the CPAC where the
10 vacancy announcement originated. The CPAC will
11 respond electronically directly to the employee. If the
12 employee does not have email access, the immediate
13 supervisor will assist in this effort with use of his/her
14 computer.

15
16 (2) The informal inquiry should be submitted
17 as quickly as possible after the employee becomes
18 aware of their status. If it is determined that the
19 employee should be referred, the CPAC will
20 immediately correct the situation. If no selection has
21 been made, the employee will be added to the referral.
22 If a selection has already been made, the employee will
23 receive priority consideration for the next like vacancy
24 (same pay-plan, series, grade, duties and nature of fill
25 i.e. temporary or permanent). (Priority consideration
26 means the candidate will be referred prior to other
27 applicants for consideration for the vacancy; however,
28 this does not mean that employee is guaranteed
29 selection.)

1 b. NEGOTIATED GRIEVANCE
2 PROCEDURE (NGP)
3

4 (1) If no satisfactory settlement is reached
5 during the informal inquiry, the grievance will be
6 addressed at Step 1. The grievance will be submitted
7 in writing to the Chief of the Civilian Personnel
8 Advisory Center (CPAC) or designee stating the
9 specific issues(s) involved and the remedial action
10 requested within **eight (8)** working days from receipt
11 of the informal inquiry. A copy of the employee's
12 inquiry and the CPAC response will be attached to the
13 grievance
14

15 - (2) The CPAC Chief will arrange to meet
16 with the employee and representative within **eight(8)**
17 working days after receipt of the grievance. A CPAC
18 specialist may attend this meeting. A written decision
19 will be rendered within **eight (8)** working days of the
20 grievance meeting. The Union representative will be
21 contacted to pick up the written decision for delivery to
22 the employee and acknowledge receipt. An original
23 and one copy will be provided.
24

25 (3) If no satisfactory settlement is reached,
26 the aggrieved employee shall submit the grievance in
27 writing to the Commander, stating the specific issue(s)
28 involved and the remedial action requested within
29 **eight (8)** working days from receipt of the decision
30

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

10
11 **(4) If no satisfactory settlement is reached,**
12 **the union may proceed to arbitration in accordance**
13 **with Article 7.**
14

15 **(5) Time limits contained in this Article**
16 **may be extended by mutual consent of the Union**
17 **and the Employer. Failure of the Employer to**
18 **observe the time limits for any step in the grievance**
19 **procedure shall entitle the grievant to advance the**
20 **grievance to the next step. Failure of the Employer**
21 **to observe the time limits for the final step in the**
22 **grievance procedure shall require the Employer to**
23 **pay the full arbitration request fee only. Failure of**
24 **the grievant to observe the time limits shall**
25 **constitute the basis for termination of the grievance.**
26

27 SECTION 4. There will be no discrimination in
28 promotion or selection for promotion because of
29 membership in the Union. When an Internal Merit
30

1 Promotion referral is used to fill a vacancy the
2 selecting official may interview all or none of the
3 employees referred. If the selecting official chooses to
4 interview all employees, all must be interviewed unless
5 the employee declines the interview or is unavailable
6 for three workdays. When a selecting official makes a
7 selection from a referral, a written narrative
8 justification giving specific reasons for his/her
9 selection will be documented. Upon request, the
10 justification for selection will be provided to the union
11 within 5 workdays after approval. It is agreed that the
12 interview questions will be position related.

13
14 SECTION 5. The Employer will make every effort to
15 fill higher graded positions through any appropriate
16 source in accordance with USC 7106(a)(2)(c). NOTE:
17 Reassignment cannot be made to a higher graded
18 position. The Employer may rotate employees of the
19 Unit for short periods of time to the duties of an
20 established higher rated position in the Unit as outlined
21 in Article 10.

22
23 SECTION 6. Once an employee has been referred for
24 consideration, the grievance procedure outlined in
25 Article 17 may be used to address any concerns
26 regarding the selection process. Mere failure to be
27 selected for promotion when proper procedures are
28 used is not a basis for a formal complaint.

1 SECTION 7. Definitions of violations.

2
3 a. Procedural violations. A procedural
4 violation occurs when a placement action does not
5 conform to the requirements of the Merit Promotion
6 and Related Placement Plan.

7
8 b. Regulatory violation. A regulatory
9 violation occurs when the selected employee did not
10 meet legal requirements or OPM regulatory
11 requirements at the time of the placement, i.e., not
12 meeting time-in-grade requirements, or not meeting
13 minimum OPM qualification requirements. Actions
14 based on discrimination, favoritism, or nepotism are
15 also regulatory violations.

16
17 c. Program violation. A program violation
18 occurs when the Department of the Army guidelines do
19 not conform to OPM requirements, or the Merit
20 Promotion and Related Army guidelines do not
21 conform to Department of the Army guidelines, i.e.,
22 inappropriate merit promotion program requirements.

1
2 ARTICLE 28
3 MID-TERMNEGOTIATIONS

4 SECTION 1. For the purpose of the Agreement, Mid-
5 Term Bargaining is defined as bargaining that takes
6 place pursuant to management-initiated changes during
7 the term of the Agreement that are not part of formal
8 contract negotiations. The Union and the Employer
9 agree to meet and confer in good faith with the object
10 in mind of reaching mutual agreement regarding the
11 proposed implementation of personnel policies and
12 practices and matters affecting working conditions of
13 unit employees to the extent that such matters are
14 negotiable.

15
16 SECTION 2. The Union and the Employer recognize
17 that frequent or continuing changes to existing
18 personnel policies, practices, and matters affecting
19 working conditions of unit employees have a disruptive
20 effect on employee morale and productivity; however,
21 the parties also recognize that changes must be made
22 and new guidance issued in order to improve personnel
23 management, employee morale and services and meet
24 mission requirements. Accordingly, the parties agree
25 as follows:

1 a. Prior to the Employer issuing new or
2 changing existing personnel policy, practices or matters
3 affecting working conditions of unit employees, the
4 Employer will provide the proposed change(s) either
5 orally and confirmed in writing or written to the Union
6 President or his/her designated representative. Within
7 ten (10) workdays after the Union's receipt of the
8 Employer's proposed changes, the Union will either
9 furnish the Employer its views and comments either
10 orally, and confirmed in writing, or written concerning
11 the matter and will identify any changes or additions
12 which the Union desires the Employer to consider and
13 its reason(s) therefore or submit a request to negotiate
14 with its written proposal concerning the matter.

15
16 b. In the event the Union indicates that it
17 desires to negotiate the matter, representatives of the
18 Union and the Employer will meet within five(5)
19 workdays after the Employer's receipt of the Union's
20 request to negotiate its written proposal. The Union
21 negotiators shall not exceed the number of individuals
22 designated as Representatives of the Employer for
23 purposes of negotiations. The Employer agrees to
24 authorize official time for each employee of the
25 Employer serving as a Union Representative for
26 purposes of negotiations.
27
28
29
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1 SECTION 3. The time limits provided for in this
2 Article shall be met unless there is persuasive reason(s)
3 for not doing so. In the event that such delay should
4 occur for reasonable cause, it is the responsibility of
5 the Union and the Employer to reach a mutually
6 agreeable decision regarding an extension of the
7 specified time limit. Such decision shall be reached
8 prior to the expiration of the specified time limit.
9

10 SECTION 4. The employer agrees to provide facilities
11 at no cost to the Union for the purpose of consultation
12 or negotiation meetings.
13

14 SECTION 5. It is the intent of the Employer and the
15 Union on subject matters specified in certain articles of
16 this Agreement through representatives specified in the
17 Agreement to meet at reasonable time and negotiate in
18 good faith on matters within the discretion of the
19 Employer with respect to personnel policies, practices,
20 and conditions of employment of employees in the
21 unit.
22

23 SECTION 6. The Union President may request
24 meetings with the Commander for the purpose of
25 consulting on matters not normally handled in the
26 grievance procedure and the President will provide the
27 Commander with a written agenda. The Commander
28 will not unreasonably deny such request.
29
30

ARTICLE 29
OVERTIME

1
2
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4 SECTION 1. The Employer reserves the right to
5 require and assign overtime. Both the Union and the
6 Employer recognize that the assignment of overtime
7 will be based upon mission and workload
8 requirements. The Union President or his designee will
9 be notified by the Commander or his designee in
10 person prior to ordering mandatory overtime. This
11 notification will include expected duration, reason(s)
12 for the mandatory overtime, and shops affected.

13
14 SECTION 2. Overtime work shall be compensated at
15 the appropriate overtime rates in accordance with the
16 applicable pay regulations, to include any shift
17 differential pay to which the employee is entitled, and
18 environmental differential pay, if applicable. The
19 Employer agrees that overtime work will be distributed
20 fairly and equitably among all employees of a shop or
21 shift according to job classification, skills, assigned
22 projects, or in the those instances where the application
23 of this principle will adversely affect the capability of
24 the work center. It is recognized that certain factors
25 such as leave, continuity on the job of short duration,
26 or skill requirement may cause a temporary imbalance
27 in the equitable distribution of overtime. If a
28 continuity on the job of short duration exceeds two
29 weeks, the supervisor will contact the Union President

1 and arrange to meet and discuss alternative measures to
2 rectify the overtime imbalance. This effort will
3 consider mission requirements as well as the efficiency
4 of the service. However, nothing in this Section shall
5 be construed as alleviating the responsibility of the
6 Employer to distribute overtime fairly and equitably.
7 When overtime work which requires familiarization
8 training becomes sufficiently repetitious to unbalance
9 the equitable distribution of overtime, the Employer
10 will train additional employees or make other
11 appropriate arrangements to equalize the distribution.
12

13 **SECTION 3. Compensatory Time**

14
15 **(a) Employees covered under Federal**
16 **Wage System (FWS) can request compensatory**
17 **time instead of overtime pay under either Title 5 or**
18 **the FLSA for an equal amount of time (hour for**
19 **hour) spent in irregular or occasional overtime**
20 **work. It is the employee's right to make the**
21 **decision about whether to request compensatory**
22 **time or to be paid overtime. The employer will not**
23 **interfere with the employee's right to make this**
24 **decision. The law prohibits mandatory**
25 **compensatory time for employees covered under**
26 **FWS.**

27 **(b) Compensatory time should be used**
28 **as soon as possible, but must be used no later than**
29 **the end of the 26th pay period after it was earned.**

1 **Compensatory time not used during the established**
2 **time period will be paid at the overtime rate at**
3 **which it was earned. Compensatory time earned**
4 **will be annotated on the Overtime Log as hours**
5 **worked.**

6
7 **SECTION 4. Notification Requirements.**
8

9 a. The Employer will make every effort to
10 give notice as soon as the overtime requirement is
11 known. Notification for weekend overtime will be
12 given by close of business (COB) on the day two days
13 before the last workday of the workweek(Wednesday).
14 When notification by this time is not possible, overtime
15 offered and worked or declined will be annotated on
16 the **mutually agreeable form as appropriate** as hours
17 worked or declined with a (L) to indicate late
18 notification. The reason for the late notification will be
19 annotated in the remarks column. Periodic review of
20 the Overtime Logs will be conducted by either party to
21 ensure management has complied with the requirement
22 to notify employees of overtime as soon as possible. If
23 deemed necessary, action will be taken to resolve the
24 late notifications.

25
26 b. In ordering a cessation to overtime,
27 management will also notify the employee as far in
28 advance as possible before the regular quitting time.
29

1 (It is the intent of this statement that every effort will
2 be made to notify the employee five (5) hours prior to
3 termination of overtime.)
4

5 **SECTION 5. Selection Procedures.**
6

7 a. First consideration for overtime will be
8 given to those employees who are working on the
9 specific tasks for which job continuity is required. Job
10 continuity is defined as assignments that would be
11 delayed or not completed if interrupted by a change of
12 personnel. On limited overtime and two consecutive
13 days of overtime are scheduled, the employee will be
14 able to work one or both days as long as there is
15 another employee who is willing to take his place.
16 When all employees are needed for overtime, the
17 employee will be allowed to work either day.
18

19 b. Second consideration for overtime will be
20 given to volunteers within the work center by job
21 classification and grade who possess the required
22 knowledge and skills. This includes employees
23 assigned (officially or unofficially) out of the work
24 center for 30 calendar days or less. However, if
25 overtime is limited and only a few employees will be
26 required to work, the supervisor will refer to the roster
27 and offer overtime to those employees with the least
28 amount of overtime as shown on the roster. The need
29 to ask all employees is not required with limited
30

1 overtime.

2
3 (1) If more employees volunteer than are
4 needed, the supervisor will refer to the overtime roster
5 and make selections in the appropriate job
6 classification from the volunteers according to the
7 employee with the least amount of overtime offered
8 and/or worked.

9
10 (2) If an insufficient number of employees
11 volunteer, at the supervisor's discretion, he may ask for
12 qualified volunteers from a supervisor in the immediate
13 area within the Division first, and as necessary, from
14 other Divisions. Any supervisor asked to provide
15 employees for overtime in another shop will use the
16 provisions under 5b(1) in selecting those employees.
17 Supervisor will not solicit nor accept offers directly
18 from individual employees outside of their work center
19 for overtime assignments. Employees will not solicit
20 overtime from another workcenter.

21
22 (3) When the voluntary procedures
23 outlined in 5b(1)&(2) do not satisfy the overtime
24 requirement, the employee within the immediate work
25 center with the least amount of overtime as shown on
26 the roster may be directed to work the overtime.

27
28 c. Employees temporarily assigned (officially
29 or unofficially) to a shop for 30 calendar days or less

1 will be considered for overtime in their home shop.
2 However, the employee can be considered for overtime
3 in the shop to which they are temporarily assigned if:
4

5 (1) Permanently assigned employees of
6 the same position and grade have been considered, or;
7

8 (2) If the temporarily assigned employee
9 has been engaged in a project that will incur overtime.
10 When assigned to the specific project, he may be given
11 first consideration in accordance with Section 5a.
12

13 d. All overtime worked under the provisions
14 of Section 5a, b, & c, will be charged to the employee's
15 home shop overtime log.
16

17 e. New employees and employees re-entering
18 the shop after an extended period or upon termination
19 of a light/restricted duty of more than 30 calendar days,
20 will be credited with the average overtime in his
21 immediate shop within the same position and grade.
22 Averaging will also be applied when employees are
23 promoted to a new grade within the same shop.
24

25 f. An employee will be immediately averaged
26 in with other employees of the same position and grade
27 when a temporary assignment extends beyond 30
28 calendar days, or if it is known from the onset that a
29 temporary assignment will be longer than 30 days.
30

1 During this time, the employee(s) will be considered
2 for overtime in the shop of the temporary assignment
3 and not the home shop, unless this would preclude the
4 accomplishment of the mission. Any overtime worked
5 outside the employee's regularly assigned shop will be
6 charged to his work center's overtime log.
7

8 g. Light/Restricted Duty. Employees in a
9 light or restricted duty status will be considered for
10 overtime based on the ability of the employee to
11 perform the required duties necessary for mission and
12 workload requirements. The parties agree that if the
13 work performed by an employee on light/restricted
14 duty status during the regular workweek is also needed
15 to be performed on overtime, the employee will be
16 considered for the overtime. It is understood that the
17 Employer is not obligated to create work fora
18 light/restricted duty employee for fair and equitable
19 distribution of overtime. Light/restricted duty
20 employees unable to be scheduled for overtime for
21 more than 30 calendar days will be averaged in when
22 the restriction ends.
23

24 h. Leave and Overtime. Management will
25 exercise prudent judgment so that the use of leave is
26 held to a minimum during the same period in which
27 overtime is worked. It is understood that no employee
28 has an expressed right to return to work from a leave
29 status for the purpose of working overtime. Employees
30

1 absent during the normal workweek on unscheduled
2 leave will not qualify for overtime unless the Employer
3 determines that workload requirements and/or special
4 circumstances warrant waiver of this requirement.
5 Special circumstances include leave taken for an
6 emergency situation or an unusual situation. The
7 employee will describe the emergency or unusual
8 situation on the OPM Form-71. An emergency is
9 defined as an unforeseen circumstance that requires
10 immediate attention. If the employee is not offered
11 overtime due to unscheduled leave, the **mutually**
12 **agreeable form as appropriate** will be annotated, but
13 not charged, with a “US” and the number of overtime
14 hours that would have been worked.

15
16 **SECTION 6. Overtime Excusal.** Once scheduled to
17 work overtime, employees are required to work
18 overtime unless excused by the supervisor.

19
20 a. Employees who, because of illness, an
21 unforeseen emergency, or an unusual circumstance
22 cannot report for work on a scheduled overtime day
23 must explain their absence as soon as possible but not
24 later than the first hour of the overtime day. If the
25 employee can demonstrate unusual circumstances,
26 contact is made with the supervisor or designee no later
27 than two (2) hours from the beginning of the shift and
28 the absence is approved, no further action will be
29 taken.

1 b. When an employee arrives latefor
2 scheduled overtime, but not later than the first hour of
3 the shift, he will explain his absence to the supervisor
4 upon arrival. Employees who are delayed beyondthe
5 first hour are required to notify the supervisor as soon
6 as possible, but no later than the first hour ofthe
7 overtime that he will be late for the assignment. If
8 other arrangements have to be made by the supervisor
9 during the employee's absence, the supervisor will
10 notify the employee if his services are still required for
11 the overtime at the time the employee makes contact
12 with the supervisor.

13
14 **SECTION 7.** Each supervisor shall maintain**the**
15 **mutually agreed to form** of each employee's overtime
16 (worked or offered and declined). The overtime logs
17 will be set up alphabetically within each seriesand
18 grade and will be maintained throughout the lifeofthe
19 contract. However, if the need arises, overtime hours
20 can be adjusted by subtracting an equal numberfrom
21 each entry within the individual series and grade.
22 Overtime charts will be posted in theimmediate
23 supervisor's office. **Supervisor shall make availablea**
24 **copy of the overtime record to the Shop Stewardon**
25 **a weekly basis.**

26
27 a. Overtime can only be charged againstan
28 employee if:

29 (1) He worked

1 (2) He is absent without approved
2 leave (AWOL).

3
4 (3) He was asked **before the end of**
5 **normal notification period**, and declined
6 overtime

7
8 (4) He worked overtime in a TDY
9 status.

10
11 b. Military reservists performing their monthly
12 weekend drill or the two week annual tour will not be
13 charged with overtime offered and declined.

14
15 **SECTION 8.** The Employer agrees that when an
16 employee is required to return to his place of
17 employment from home for unscheduled overtime,
18 he/she is entitled to at least two (2) hours pay at the
19 overtime rate.

20
21 **SECTION 9.** In the **Directorate of Infrastructure**
22 **Operations (S4)**, where call-out emergency
23 requirements are needed, a list of volunteers will be
24 developed for overtime consideration. The overtime
25 will be distributed fairly and equitably among the
26 employees who volunteer. Any overtime worked by
27 the employees for the emergency call-outs will not be
28 charged to the log. The Employer may direct
29 employees to perform the emergency call-out overtime

1 if there are no volunteers.

2
3 **SECTION 10.** An employee will be given a ten(10)
4 minute break prior to starting a two hour overtime
5 shift, **or at the end of the overtime shift when the**
6 **overtime hours are worked before the normal tour**
7 **of duty.**

8
9 **SECTION 11.** The Union agrees to limit time away
10 from the job of Union Officers, Chief Steward, and
11 Stewards during overtime hours to those most urgent
12 items of the Employer, Union, or employee business
13 originating during the overtime hours which cannot be
14 deferred to the next non-overtime day.

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ARTICLE 30
PARKING

SECTION 1. The Employer and the Union will encourage all employees to use car pools and public transportation to the greatest extent possible. Designated parking at Corpus Christi Army Depot (CCAD) is as outlined below:

a. Handicapped Parking mandated bylaw. Open handicapped spaces for building accessibility will be identified in each parking lot and by a handicap sign and/or marking on the roadway. These spaces are available for handicapped employees/visitors throughout the Depot with a state issued handicapped parking permit or plateonly.

b. Visitor parking can be made available in Parking Lot "AA" on Crecy Street across from Building 8 **by contacting Public Affairs office for availability.** Visitor is identified as anyone having business, meetings, hearings, etc., in Building 8. This space is not intended for all day parking.

c. Parking in spaces along the sidewalk in front of the Commander's Office will be reserved for those individuals designated by the Chief of Staff. For Force Protection reasons, Parking Lot "AA" has controlled access.

1 **d.** Two (2) spaces will be designated for the
2 IAM Union in the secured Parking Lot “AA”. One for
3 the President and one (1) for the IAM Chief Steward.
4 Two additional spaces will be reserved for IAM in the
5 unsecured Parking Lot AA on Crecy Street across from
6 Building 8.

7
8 **e.** All spaces in Parking Lot “GG” are
9 reserved for DLA personnel. The numbered spaces in
10 Parking Lot “G” are also reserved for DLA personnel
11 and will be clearly marked.

12
13 **SECTION 2.** All other employees can use any open
14 parking space of their choice for daily parking.

1
2 ARTICLE 31
3 PARTICIPATION IN WAGESURVEYS

4 SECTION 1. The Employer shall notify the Union
5 when information is received that higher authority has
6 directed the start of an official wage survey for the
7 Corpus Christi, Texas, area.

8
9 SECTION 2. The Union shall have the right and will
10 be allowed to make arrangements for a time and place
11 when it may, orally or in writing, petition the local
12 Wage Survey Committee for the addition and deletion
13 of industry firms to be surveyed, the addition or
14 deletion of job rating to be surveyed, and/or the
15 expansion or contraction of the area to be surveyed.
16

17 SECTION 3. Reasonable time off during workhours
18 will be authorized without loss of pay or benefits, to
19 permit a representative of the Union to appear before
20 the local Wage Survey Committee for the purpose of
21 making representations in behalf of employees in the
22 unit.
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ARTICLE 32
PERFORMANCE APPRAISAL

SECTION 1. The CCAD performance appraisal system will be in conformance with all applicable laws and regulations.

SECTION 2. Performance standards:

a. Performance standards will be established in accordance with 5 USC 4302 and appropriate rules and regulations. Performance standards will be applied fairly, equitably, and objectively.

b. When standards are established or revised, they will be discussed with employees.

c. At the end of the annual rating period, employees will be evaluated on the performance of the tasks assigned to them during their rating period. The supervisor may make allowances for factors beyond the control of the employee that prohibited the employee from achieving a specific performance level.

d. Rating periods:

WG/WL-10 to 13 1 March to 28 Feb

WG/WL-08/09 1 Nov to 31 Oct

WG/WL-01 to 07 1 April to 31 March

1 SECTION 3. Performance appraisals:
2

3 a. An annual appraisal will normally be
4 prepared for each employee at least once during each
5 12 month period.
6

7 b. Performance appraisals will be thoroughly
8 discussed with the employee in private. The employee
9 will be encouraged to freely state his/her views.
10 During the rating period, unit employees will be
11 appraised on their overall performance and informed of
12 their progress towards achieving performance
13 requirements. As a minimum, a prearranged
14 conference will be held for this purpose at the midpoint
15 of the annual rating period. Other conferences may be
16 held as often as needed to keep employees informed of
17 their progress.
18

19 SECTION 4. The time spent by Union Officers and
20 Stewards in representing employees will not adversely
21 affect the performance evaluation of employees
22 functioning in these positions. Employees serving in
23 these positions will be evaluated only on the time spent
24 on the job.
25

26 SECTION 5. The results of the annual performance
27 appraisal may be used for a variety of personnel
28 decisions, such as within grade increases, monetary
29 awards, and other personnel actions in accordance with
30

1 applicable laws and regulations.

2
3 SECTION 6. If remedial action for unacceptable
4 performance, as defined in 5 USC 4303 is necessary,
5 management will attempt through counseling,
6 increased supervisory assistance and/or training to
7 improve the employee's performance.

8
9 SECTION 7. In the event of an unsuccessful
10 performance rating, management will give
11 consideration to reassignment prior to demoting or
12 removing an employee. If reassignment is not chosen,
13 demotion will be considered before removal from the
14 Federal service.

15
16 SECTION 8. Employees shall have the right to grieve
17 their overall performance rating, either personally or
18 with their Union representative, in accordance with the
19 negotiated grievance procedure.

20
21 SECTION 9. Administration of the Total Army
22 Performance Evaluation System (TAPES) currently in
23 effect at CCAD, will be administered in accordance
24 with existing regulations. Additional guidance can be
25 obtained in DA PAM 690-400, or AR 690-400,
26 Chapter 4302.

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ARTICLE 33
REASSIGNMENT

SECTION 1. When the Employer determines that a reassignment is required, the following procedures will apply except in situations governed by regulation, i.e., Reduction in Force (RIF), Merit Promotion, reorganization, and realignment:

a. Qualified volunteers will be solicited first. If more than one employee volunteers, the volunteer with the most seniority by service computation date (SCD) will be reassigned.

b. If no qualified volunteers, then placement will be made by involuntary reassignment. The employee with the least amount of seniority by SCD will be reassigned.

c. In the case of excess personnel, when there is only one excess employee who is eligible and qualified for reassignment, that employee will be reassigned. "Eligible" refers to employee status (i.e., part-time or full-time). A part-time employee will not be reassigned to a full-time position and vice versa. "Qualified" refers to an employee meeting OPM minimum qualification standards.

1 d. When more than one excess employee is
2 eligible and qualified for reassignment, the provisions
3 of sub-sections a and/or b will be applied.
4

5 SECTION 2. When an employee is involuntarily
6 reassigned, he will be provided training and be given a
7 reasonable period to become familiar and proficient in
8 the new position.
9

10 SECTION 3. When the Employer determines that a
11 management directed reassignment is required, the
12 union will receive 7 calendar day advance notice.
13

14 **SECTION 4. Personal Hardship. When an**
15 **employee requests a temporary reassignment from**
16 **one shift to another due to a personal hardship, the**
17 **following procedure will be applied fairly and**
18 **equitably.**

19
20 **a. Position assigned must be in same series**
21 **and grade.**

22
23 **b. The initial temporary placement will be**
24 **for 90 days. One (1) additional extension up to 90**
25 **days will be considered.**

26
27 **c. The Employer will notify the Union**
28 **President or designee of the approval/denial.**
29

1 **SECTION 5. Shop and/or Shift Swap**

2
3 **a. The requesting employee will be**
4 **responsible for contacting the supervisor(s)involved**
5 **with the shop/shift he desires to move to and from.**
6 **The gaining supervisor will announce the**
7 **employee's request to change shop/shift and ask for**
8 **volunteers. If more than one employee volunteers to**
9 **change shop/shift, the most senior volunteer,**
10 **determined by the service computation date(SCD),**
11 **will be considered for the exchange.**

12
13 **b. Volunteer must be at the same**
14 **series and grade.**

15
16 **c. The exchange must be approvedby**
17 **both the gaining and losing supervisors. If approval**
18 **is not obtained, the issue will not be pursued any**
19 **further in any forum and the requesting employee**
20 **may not request another exchange for six(6)**
21 **months or pursue a grievance if denied. Employees**
22 **may self-nominate through USA Jobsfor**
23 **consideration to another shift at anytime.**

24
25 **d. Prior to the effective date of the**
26 **change, the employees must sign a consent**
27 **form acknowledging that they understand that the**
28 **exchange is permanent. There will be a one year**
29 **waiting period before employees can request**

1 another exchange.

2
3 e. Employee's leave approved prior to the
4 exchange will be honored by the receiving
5 supervisor to the maximum extent possible
6 provided that the request was submitted by the
7 deadline established in Article 22 and that the leave
8 was approved by the losing supervisor prior to the
9 exchange.

10
11 f. The Employer will notify the Union
12 President or designee of the approval/denial.

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ARTICLE 34
EMPLOYEE RECORDS

SECTION 1. The Official Personnel Folder prescribed by the Office of Personnel Management is an official repository for records affecting an employee's status and service during his entire government employment. The folder provides the basic source of factual data about the employee's employment history and this is used by the CPOC in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services. In addition, folders may be reviewed by, and used to furnish information to supervisors, managers, and other officials whose duties require access to such folders.

SECTION 2. It is agreed that any record in the Official Personnel Folder which has not been disclosed to the employee will not be used as a basis for a disciplinary action. Except as provided by Office of Personnel Management regulations, no material of a derogatory nature which might reflect adversely upon the employee's character or government career will be placed in the Official Personnel Folder without the employee's knowledge.

1 SECTION 3. It is agreed that where the Office of
2 Personnel Management or other agency policy does not
3 permit disclosure of a record, file, or document to an
4 employee and/or his representative will, upon request,
5 be informed of the proper procedure for attempting to
6 gain access.

7
8 SECTION 4. Only those documents authorized by
9 Office of Personnel Management regulations or other
10 appropriate Federal or Army regulations will be
11 maintained in the employee's Official Personnel
12 Folder.

13
14 SECTION 5. It is agreed that, to the extent it is not
15 contrary to Office of Personnel Management
16 regulations, each employee, and/or designated
17 representative who has been so authorized in writing
18 by the employee shall, upon request and as work load
19 permits, be permitted to review any document
20 appearing in his Official Personnel Folder. An
21 employee will be provided an initial copy of a
22 document at no cost if he requests. Costs may be
23 assessed for additional copies in accordance with the
24 Privacy Act. It is understood that such review shall
25 take place in the presence of a CPAC representative
26 having custody of the file.

1 SECTION 6. When counseling relating to informal
2 corrective actions occurs, a record of the counseling
3 session will be documented on a Memorandum for
4 Record (MFR) and signed by the supervisor. The
5 employee will initial that he/she received a copy of the
6 MFR. The employee's initial does not indicate
7 agreement with the memorandum. If the employee
8 refuses to initial, the supervisor may call the Union
9 Shop Steward, if the employee agrees, to his office and
10 have him witness the initialing and dating of the MFR
11 by the appropriate supervisor. If the employee refuses
12 to initial the MFR and refuses to call the Union
13 Steward, the supervisor will annotate the refusal on the
14 MFR and initial and date the entry. The supervisor will
15 then provide a copy to the employee. Memorandums
16 that have existed for a period of one (1) year will be
17 destroyed or any time earlier at the Supervisor's
18 discretion.

19
20 **SECTION 7. Employees may use the MyBiz**
21 **Employment Verification (EV) tool to e-mail**
22 **employment and/or salary information to external**
23 **organizations (business, bank, credit union) directly**
24 **from the Defense Civilian Personnel Data System**
25 **(DCPDS).**

ARTICLE 35
SAFETY

SECTION 1. The Employer **shall** provide and maintain safe working conditions, equipment, and industrial health protection for employees in accordance with OSHA, Executive Order 12196, and 29 CFR 1960. The Union will cooperate in these efforts and will encourage all employees to work in a safe manner.

SECTION 2. The Employer and the Union agree that the Safety Committee in each division or directorate involved in the units of exclusive recognition will have a member who is a member of the unit. These members shall be selected on the basis of their interest in and capacity for serving on such a committee. The Committees will function in accordance with **the appropriate** CCAD Regulation(s). Copies of the regulation(s) are posted on the CCAD Intranet. Written minutes of each meeting shall be maintained and distributed to each member of the Committee **and Union.**

SECTION 3. The Employer will consider all reasonable alternatives before assigning work that is unhealthy or hazardous in accordance with 29 CFR 1910.

1 SECTION 4. **The Union agrees to support**
2 **management's health and safety objectives, by**
3 **encouraging employees to work in a safe manner,**
4 **disseminating information on safety and health**
5 **activities to members of the unit, and alerting**
6 **management to any health or safety hazard arising**
7 **in the work place.** Management, in turn, promises to
8 meet and confer with the Union and welcome
9 recommendations on practical and economical ways of
10 improving safety. At the same time, the provisions
11 underscore the employee's responsibility for his/her
12 own safety and the obligation to follow safety rules and
13 practices for his/her protection and that of fellow
14 employees. As determined by the Employer, only
15 authorized personnel who are qualified or in training
16 will be permitted to operate/maintain machines or
17 equipment that could cause injury to an inexperienced
18 operator or endanger other employees.

19
20 SECTION 5. In the course of performing their
21 normally assigned work, all employees should be alert
22 to observe unsafe practices, equipment and conditions,
23 as well as environmental conditions in their immediate
24 work area. In the case of imminent danger situations,
25 employees shall make reports by the most expeditious
26 means available. The employee has the right to decline
27 his assigned task because of a reasonable belief that,
28 under the circumstances, the task poses an imminent
29 risk of death or serious harm coupled with a reasonable

1 belief that there is insufficient time to seek effective
2 redress through normal hazard reporting and abatement
3 procedures. However, in these instances, the employee
4 must report the situation to his supervisor or the next
5 level supervisor. The supervisor shall request an
6 inspection by the Safety and Occupational Health
7 **Office and shall contact** the designated Union
8 representative. A Union representative shall be
9 afforded the opportunity to be present at the time the
10 inspection is made. If Safety and Occupational Health
11 **Office** decides the condition does not pose an
12 imminent danger, a written statement declaring that no
13 imminent danger exists will be **prepared and a copy**
14 **will be provided to the Union upon request.** It is also
15 understood that at any time the management official
16 finds there is imminent danger, the employee will not
17 be obligated to return to the particular assignment until
18 the danger is removed.

19
20 SECTION 6. The Employer agrees to furnish personal
21 protective equipment (PPE) at no expense to the
22 employee whenever it is required by the Employer for
23 safety and/or occupational health purposes. This
24 includes loaned or detailed employees. The
25 determination as to what type and style of PPE to be
26 worn/used in a particular area/task will be made by
27 Safety and Occupational Health **Office.** The
28 Employer agrees to provide **an appropriate voucher**
29 **to employees for purchase of** approved safety toe

1 footwear to employees in areas/tasks where safety toe
2 footwear is required. The determination as to what
3 type and style of safety toe footwear to be worn/used in
4 a particular area/task will be made by Safety and
5 Occupational Health **Office**. The employee will have a
6 choice of safety toe footwear provided that more than
7 one type and style is authorized for use in that
8 particular area/task. Employees will not be issued a
9 new **voucher** until the **footwear** presently being worn
10 has become unserviceable through normal on-the-job
11 wear and tear or one year has elapsed. An employee
12 who chooses to purchase his/her own safety toe
13 footwear from an independent vendor can do so at
14 his/her own expense provided the footwear meets
15 **American Society for Testing and Materials**
16 **(ASTM-F2412-11)** standards and is of a kind required
17 for their job tasks.

18
19 SECTION 7. Union representatives on committees
20 will be as follows:

21
22 a. The Safety and Occupational Health
23 Council will have the President or his designated
24 representative.

25
26 b. A Union representative **shall be afforded**
27 **an opportunity to attend** an employee safety
28 committee meeting or walk-thru inspection.
29

1 Employees who serve on the above cited committees
2 will be free to participate in such activities without fear
3 of reprisal for such participation.
4

5 SECTION 8. Medical treatment with a qualified
6 attendant will be available on all shifts for injured
7 employees and an ambulance may be summoned if
8 necessary.
9

10 SECTION 9. Safety meetings will be held at least
11 monthly by each supervisor, to promote safe working
12 conditions and habits among employees.
13

14 SECTION 10. The Employer **shall** employ appropriate
15 safety measures when employees are required to work
16 individually in confined **spaces** in accordance with 29
17 CFR 1910.
18

19 SECTION 11. The Employer will seek the comments
20 of the Union on proposed changes to safety equipment
21 and/or local safety rules or regulations affecting unit
22 members. If any changes are proposed to CCADR 385
23 series, negotiations will be held in accordance with
24 governing rules and regulations.
25

26 SECTION 12. Medical evaluations, applicable to
27 exposure contaminants, will be provided for employees
28 who are under a medical surveillance program in
29 accordance with OSHA and DOD guidelines, and other
30

1 applicable governing regulations.

2
3 SECTION 13. Employees in noise hazardous areas
4 will undergo yearly hearing tests as determined by DA
5 Pam 40-501 and Industrial Hygiene.

6
7 SECTION 14. No employee shall be permitted
8 work above or beyond the call or observation of other
9 employees if, as determined by the Employer,
10 hazardous conditions require that more than one person
11 be assigned to perform the work.

12
13 **SECTION 15. The Union may designate a Safety**
14 **Representative on each shift. The representative**
15 **will be management's point of contact (POC) in**
16 **case of major accident(s)/injuries on that shift. The**
17 **representative will also be the POC in the case of**
18 **property damages, incidents and near misses. The**
19 **representative will be notified and allowed to be**
20 **present as an independent observer during the**
21 **accident investigation. It is understood that if the**
22 **accident scene has been roped off, the only**
23 **personnel allowed in the area are the investigators.**
24 **After an agency accident investigation is completed**
25 **and the site is released, the union will be allowed to**
26 **conduct their own review. Any concerns in**
27 **reference to the investigation will be addressed to**
28 **the Safety Officer or designee via email. All Safety**
29 **duties performed by that representative will be on**

1 official time in accordance with Article 38. The
2 union agrees to provide safety training to the
3 designated representative in addition to the
4 management provided training.

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2 ARTICLE 36
3 TEMPORARY DUTY (TRAVEL)

4 SECTION 1. In selecting employees to work
5 temporarily at other than their regular duty stations, the
6 Employer agrees to make fair and equitable distribution
7 of temporary duty assignments consistent with skills
8 required and workload priorities. In an effort to keep
9 from rotational deviation, and in order to keep skills
10 balanced, Employer agrees to rotate employees for on
11 the job training to gain the necessary skills. **It is**
12 **understood that TDY that is paid by a customer will**
13 **be excluded from OJT rotation. The Employer will**
14 **make an effort to secure funding for TDY OJT. If**
15 **funding is not available, then OJT will be planned**
16 **and performed on assets in work within the depot.**
17 Employees presently doing the work or performing the
18 work in accordance with his/her job classification will
19 be considered first.

20
21 SECTION 2. It is understood and agreed that
22 employees may be required and are expected to
23 perform temporary duty travel in accordance with the
24 Joint Travel Regulations in order to accomplish the
25 mission assigned to the Employer. It is further
26 understood and agreed that the travel of employees
27 shall be directed only for those purposes and by those
28 means as are clearly in the best interest of the
29 government. When such temporary duty travel is

1 necessary, the desires, convenience, and comfort of the
2 employee will be considered to the maximum degree
3 consistent with the mission assigned. Employees on
4 temporary duty travel are expected to exercise the same
5 care in incurring expenses that a prudent person would
6 exercise in traveling at his own expense. Upon
7 determination by the Employer that temporary duty
8 assignments are required to the extent that rotation lists
9 are deemed necessary, the following procedure will
10 apply:

11 a. The employee will be screened in relation
12 to their job classification and skills.

13
14 b. Lower graded employees may assist
15 journeymen when required.

16
17 c. These employees will be listed on a
18 rotational roster in alphabetical order within their
19 qualifications and available for review upon request
20 from the employee.

21
22 d. When an employee declines an assignment,
23 he will be charged and placed on the bottom of the
24 rotational roster. Management retains the right to
25 deviate from strict rotation when a situation arises that
26 requires special experience to expedite the repair or
27 other extraordinary circumstances.

28
29 **SECTION 3. To the greatest extent possible, travel**

1 will be scheduled so that employees may travel during
2 their regular hours of duty and not their own time.
3 When travel outside the employee's regular tour of
4 duty is required, and overtime or compensatory time is
5 not allowed by law, the travel requesting official shall,
6 upon request of the traveler, provide the reasons for
7 ordering such travel. Upon request, the Union will be
8 briefed on the reasons for offering travel outside a unit
9 member's tour of duty.

10
11 SECTION 4. The Employer will make every
12 reasonable effort to provide employees in advance with
13 complete and accurate information such as (1) purpose
14 of travel assignment; (2) anticipated duration of
15 assignment; (3) mode of transportation to the jobsite;
16 (4) arrangements made for quarters and transportation
17 at the job site; and (5) at the employee's request, any
18 other information relative to the travel assignment.

19
20 SECTION 5. An employee selected for an assignment
21 involving travel may request that he be excused and
22 such request will be favorably acted upon provided his
23 reasons are considered valid and other qualified
24 employees are available for assignment. In cases of
25 denial of request for excusal, the reasons for denial will
26 be explained to the employee and his union
27 representative if sodesired.
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1 SECTION 6. When it is not possible or reasonable to
2 reschedule an employee's duty or travel time and
3 regular scheduling would require the employee to
4 travel and/or serve in a duty status for more than 16
5 hours, the employee may be excused without charge to
6 leave or loss of pay for a reasonable time to recuperate
7 from fatigue or loss of sleep. In determining the time
8 to be allowed, the adverse effect on work performance,
9 health, or well being, and any safety hazard which
10 might result from working while fatigue, should be
11 considered. Excusal under this authority will not
12 normally exceed four (4) hours. **The need for more**
13 **than 4 hours will be considered on a case by case**
14 **basis.**

1
2 ARTICLE 37

3 TRAINING AND EMPLOYEE DEVELOPMENT

4 SECTION 1. Formal training, inside and outside the
5 depot, will be made available to employees in
6 accordance with the needs of the Employer, the
7 requirements of current regulations governing training
8 and the availability of training funds. It is the policy of
9 the Employer to assign training to employees in an
10 equitable manner to assure a high level of training
11 competence throughout the depot. All mandatory
12 training and/or training that incurs cost, regardless of
13 length, and training of eight (8) clock hours or more
14 will be recorded in the individual's automated training
15 record. Employees are encouraged to submit an
16 update to the **Electronic** Official Personnel Folder
17 (**eOPF**) to reflect any training received.

18
19 SECTION 2. The Employer and the Union agree that
20 training and development of employees within the
21 depot is a matter of primary concern to both parties and
22 that procedures and policies shall be developed through
23 Union-employee-management cooperation, to seek the
24 maximum training and development of all employees
25 consistent with mission requirements, regulations and
26 availability of training funds. Consistent with its
27 needs, the Employer agrees to develop and maintain
28 forward-looking and effective policies and procedures
29 designed to achieve this purpose. **When the**

1 Employer elects to hire developmental/target
2 positions within the bargaining unit, the Employer
3 agrees to meet and confer with the Union over
4 developmental training plan(s) and implementing
5 within 30 calendar days of start date.

6
7 SECTION 3. Employees must apply in advance for
8 tuition assistance prior to the class start date. Requests
9 should be submitted at least 30 calendar days in
10 advance, if possible, to allow action to be taken on
11 their application. If disapproved, the reason for
12 rejection will be provided in writing upon the request
13 of the affected employee. Employees are not
14 authorized to enroll or register for training under the
15 tuition assistance program until notified by the Skills &
16 Development Office that their application has been
17 approved. Employees who choose to register or enroll
18 in a class prior to approval of their application shall not
19 be reimbursed for their tuition.

20
21 SECTION 4. Criteria for entry into training courses
22 conducted by or under the control of the Skills &
23 Development Office will be based on the course entry
24 requirements and the level of skills and knowledge
25 possessed by the employee as determined by the
26 Employer. Grade level only will not be used to restrict
27 the entry into such training courses.
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1 SECTION 5. Union Officers and Stewards time will
2 be reported on the appropriate PCN and training OP
3 Code for their assigned work center for training in
4 connection with Employer-sponsored or co-sponsored
5 labor-management agreement orientation classes.
6

7 SECTION 6. The Employer **shall provide** employee
8 on-the-job cross-training within the same skills series
9 to the maximum extent practicable, employing such
10 techniques as interchanging employees when they
11 share mutual desires and aptitude to receive training in
12 each of their respective positions. When qualification
13 and skills are equal, service computation date will be
14 used to determine who receives training.
15

16 SECTION 7. In recognition of the possible impact of
17 technological developments upon the workforce, the
18 Employer agrees to confer with the Union on
19 appropriate formalized training or retraining of
20 employees in the development of new skills required
21 by introduction of significantly new equipment,
22 processes and workload changes. The Employer
23 agrees to confer with the Union on such developments
24 beginning at the planning stages. When training is
25 determined to be necessary for new job and skills, the
26 parties agree to make every reasonable effort to utilize
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1 existing employees.

2

3 SECTION 8. If training is scheduled for less seven(7)
4 hours in a day, the employee may be required to report
5 for duty at the beginning or end of the shift depending
6 when training is scheduled. If training is eight(8)
7 hours and there is directed overtime, the employee may
8 be required to report for duty.

9

10 SECTION 9. Whenever possible, all onsite training
11 will be scheduled within the normal tour of duty
12 hours.

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ARTICLE 38
UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the Officers and duly designated representatives of the Union. The Union shall notify the Employer in writing and shall maintain with the Employer on a current basis a complete list of names of all Officers, Chief Steward, Shop Stewards, and other authorized representatives.

SECTION 2. The number of Shop Stewards shall be the number reasonably required as determined by consultation between the Union and the Employer to conduct the appropriate business of the Union as authorized by this Agreement in order to assure each employee in the bargaining unit will have ready access to a Steward on his/her tour of duty or work shift. In the temporary absence of a recognized Steward, an already designated Steward will be recognized or a temporary Steward designated by the Union will be recognized. The Union will notify the Chief, CPAC or his/her representative of the designation.

SECTION 3. The Union Management Committee shall consist of the President, **Vice-President, &** Chief Steward, or their designated representatives, and one additional representative selected by the President.

SECTION 4. As the need arises, appropriate Union

1 Representatives may request meetings with a Director
2 or other officials in the Directorate who have authority
3 over employees in the established bargaining unit. The
4 meetings may be attended by no more than one other
5 Union Representative from within the same
6 Directorate. Discussions will be limited to appropriate
7 matters relating to activities in the Directorate. The
8 Chief, CPAC or designee may be invited to attend
9 these meetings.

10
11 SECTION 5. The official time allocation for
12 representational purposes, to include the full-time
13 Union President and Chief Steward, will be a total of
14 **5520** hours each fiscal year. No official time will be
15 used for other than the recognized unit as stipulated in
16 Article 1 Section 2. At such time as 75% of the hours
17 have been used, the Union President will meet with the
18 Commander to review the use of official time. If
19 additional hours are requested, the Union President will
20 justify the need to the Commander. If the request is
21 denied, the Union President may pursue mediation
22 (Federal Mediation and Conciliation Service) services
23 or invoke arbitration proceedings. Any additional
24 hours granted by the Commander may not be carried
25 over. The Employer will provide the Union with a
26 monthly accounting of the amount of time used during
27 the previous month. If the union does not submit a
28 disagreement (in writing) within five (5) workdays
29 following receipt, the accounting shall be considered

1 accurate through that period of time. In cases where
2 2nd or 3rd shift employees have filed a
3 grievance/complaint that needs to be addressed during
4 1st shift hours, after approval from management, the
5 shift employee(s) will be allowed to present the
6 grievance/complaint to the proper management official
7 on the 1st shift without loss of pay or benefits unless
8 arrangements are made to meet with the employee on
9 their shift. Employees shall have a right to meet with a
10 union official on the same day prior to a grievance
11 meeting.

12
13 SECTION 6. Commensurate with the provisions of
14 this Agreement, recognized Union Representatives
15 shall at all times be free to exercise their right to
16 advance the best interest of and fully protect the
17 employees covered by this Agreement and shall have
18 full freedom to engage in authorized activities on
19 behalf of the Union, and no Representative shall be
20 restrained, coerced, intimidated, or discriminated
21 against because of authorized activities on behalf of the
22 Union. It is agreed that no Union Representative shall
23 be denied any right or privilege otherwise entitled to
24 because of his serving as a Union Representative.

25
26 SECTION 7. When employees are scheduled to be
27 assigned to other areas on a temporary basis, the Union
28 may designate a Steward from the list provided for in
29 Section 1 of this Article to serve those employees.

1 SECTION 8. In pursuing the representational function,
2 each Steward, Chief Steward, or Officer shall be
3 required to inform his supervisor or designee of the
4 need to provide Union representation. Prior to
5 departing the work site, each Union representative,
6 regardless of the position held, shall obtain permission
7 and provide his supervisor or designee the following
8 information. All representatives are required to report
9 to the work site at the beginning and prior to the end of
10 the workday.

11
12 a. The location in which the business is to be
13 performed.

14
15 b. The nature of the representation to be
16 provided such as consultations, Union/Management
17 initiated meetings, negotiations, grievance processing,
18 Union representative discussion, etc.

19
20 c. The time of departure and the time of
21 return to regular duties. Union Officials desiring
22 contact with employees in work sites other than their
23 own will make telephone contact through the
24 employees' supervisors prior to leaving their work site.
25 Upon entering a shop under the cognizance of a
26 supervisor other than his own, a Union Representative
27 shall contact that supervisor and advise him of his
28 presence and the name of the employee to be
29 contacted. In the absence of compelling circumstances,

1 supervisors involved will make the necessary
2 arrangements for the Union Representative to contact
3 the employee. In the event arrangements cannot be
4 made, the supervisor will inform the Union
5 Representative of the reasons thereof and when the
6 Union Representative can reasonably expect to contact
7 the employee in question. Union Representatives will
8 report to their supervisors upon their return to their
9 shop or office after completion of union business.

10
11 d. It is understood that any use of official
12 time under this Article is for the purpose of on-depot
13 representation. If the need arises to perform any
14 official representational time off-depot, prior
15 notification will be given to the Civilian Personnel
16 Advisory Center as soon as the need is known.

17
18 SECTION 9. The Employer agrees to provide to the
19 bargaining unit available office space with air-
20 conditioning, heat, desks, tables, chairs and other office
21 equipment, as necessary for Stewards to meet with
22 employees during working hours to transact business
23 authorized by this Agreement. Janitorial service will
24 also be provided. A file cabinet and storage cabinet
25 will be provided when available. Use of the office
26 space will be restricted to the performance of
27 representational duties. The Employer may terminate
28 use of the office space if the facilities are misused by
29 the Union. The Union Office will have an assigned

1 mail box in the CCAD Mail Room, and will be
2 included in the Staff Directory along with the Union
3 telephone number.
4

5 SECTION 10. The Employer agrees that no Steward,
6 Chief Steward, or recognized Officer of the Union
7 named in Section 1 of this Article, will be moved from
8 one work shift and/or from one building location to
9 another without prior consultation with the Union. The
10 Employer and the representative shall make every
11 reasonable effort to notify the Union when the
12 movements occur due to voluntary actions requested by
13 those representatives or when the movements are
14 required as a result of an official personnel action.
15

16 SECTION 11. Solicitation of membership or dues, and
17 other internal business of the Union, including
18 distribution of literature, shall be conducted only
19 during the non-duty hours of the employees and Union
20 Representatives concerned. Rest periods are
21 considered duty hours. Lunch periods are considered
22 non-duty hours.
23

24 SECTION 12. Discussions with Union
25 Representatives will be conducted during regular
26 working hours of the Union Representatives.
27 Discussions with Union Representatives will normally
28 not take place during hours when overtime pay rates
29 are in effect.
30

1 SECTION 13. The Employer will make CCAD visitor
2 passes available to International or Business
3 Representatives of the Union, upon request to the
4 Commander or his designated representative, for
5 authorized visitors. The Union will be responsible for
6 notifying the Commander or designated representative
7 in each instance of an outside visitor to CCAD.
8 Authorized representatives requiring meetings with
9 Command Staff or agency officials will be by
10 appointment at the request of Lodge 2049. Meetings
11 with management officials will be held during regular
12 working hours and meetings with Union Officers and
13 Union representatives/members during non-duty hours,
14 including the lunch period.

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ARTICLE 39
UNION TRAINING

SECTION 1. If otherwise in a duty status and as work load permits, recognized Union officials maybe allowed to attend training sessions when, in the opinion of the Employer, such training would be of mutual concern and benefit to the Employer and the employee in his/her capacity as an organization representative and the employer's best interest would be served by the employee's attendance. No more than **800** hours of official time will be granted during the fiscal year. If additional training hours are needed, parties agree to meet and discuss the need for additional hours. It is understood that any costs for the training will be borne by the Union.

SECTION 2. The request for training will be submitted to the Chief, CPAC or designee in writing on behalf of the employees by the Union. The request should normally be submitted 30 days in advance. At a minimum, the request should contain:

- a. Official office title employee holds in the Union;
- b. Purpose of the training and why training is needed;

1 c. Copy of the agenda of the training session;

2
3 d. Number of days requested; and

4
5 e. Dates for which each employee is to attend the
6 session. After completion of the training, the Union
7 will provide the CPAC a listing of employees who
8 actually attended the training and number of hours
9 attended by each.

10
11 SECTION 3. The Union will be allowed 30minutes
12 per month of training time for its elected Officers and
13 Shop Stewards. The purpose of the training time is to
14 discuss matters of mutual concern and to update Shop
15 Stewards on changes to Army regulations or Depot
16 policy. This time may be used before or after the lunch
17 period. Total time will not exceed 12 hours per month,
18 and the time used for this activity will be deducted
19 from the bank of hours.

1 d. The employee has not authorized the
2 payment of dues to another labor organization.

3
4 e. No retroactive dues deductions will be
5 made.

6
7 f. The employee has voluntarily authorized
8 such a deduction on Standard Form 1187, supplied by
9 the Union.

10
11 g. The Financial Secretary of the Union has
12 completed and signed Section A of such form on behalf
13 of the Union.

14
15 h. Such completed form shall be turned over
16 promptly to the Financial Secretary of the Union for
17 transmittal to the employer's Customer Service
18 Representative (CSR) for the Defense Finance and
19 Accounting Service(DFAS).

20
21 SECTION 3. The Union shall supply to the employees
22 involved, Standard Allotment Form 1187. The Union
23 shall be responsible for the distribution of such forms
24 to its members and for completion of Section A
25 thereon, including the certification of the current
26 amount of the Union's regular dues to be deducted
27 each biweekly pay period.
28

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1 SECTION 4. Deduction of Union dues shall begin
2 with the first full pay period after receipt of properly
3 completed and signed Standard Form 1187 by the
4 employer's CSR for the Defense Finance and
5 Accounting Service(DFAS).
6

7 SECTION 5. The amount of the union dues to be
8 deducted each biweekly pay period on behalf of the
9 Union shall remain as originally certified to on such
10 allotment forms by the Financial Secretary of the
11 Union until such a change in the amount of such
12 deductions is certified to by the authorized official of
13 the Union and such certification change is duly
14 transmitted to the Employer's CSR for the Defense
15 Finance and Accounting Service(DFAS).
16

17 SECTION 6. Any such change in the amount of any
18 employee's regular dues with resultant change in the
19 amount of the allotment of such employee per
20 biweekly pay period shall become effective with the
21 deduction allotment made on the first full pay period
22 beginning after receipt of the notice of change by the
23 Employer's CSR or later date if requested by the
24 Union. Changes in the amounts of any Union dues
25 shall not be made more frequently than once each
26 months.
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1 SECTION 7. An employee's voluntary allotment for
2 payment of his union dues shall be terminated at the
3 start of the first full pay period following the pay
4 period in which any of the following occur:
5

6 a. Loss of exclusive recognition by the Union.
7

8 b. When this Agreement ceases to be
9 applicable to the employee.
10

11 c. Separation of the employee for any reason
12 including death or retirement.
13

14 d. Receipt by the Employer of notice that the
15 employee has been expelled or has ceased to be a
16 member in good standing of the Union.
17

18 e. Suspended by an appropriate authority
19 outside DOD.
20

21 SECTION 8. An allotment for the deduction of an
22 employee's union dues may also be terminated by the
23 employee through submission to the employer's CSR
24 on a Standard Form 1188 (or individual substitute)
25 properly executed in duplicate by the individual
26 employee. A termination of allotment under this
27 Section shall be effective the first full pay period
28 following the annual effective date of their allotment.
29 Upon receipt in duplicate of any such properly
30

1 executed Standard Form 1188 (or individual substitute)
2 by the Employer's CSR, such official shall transmit the
3 duplicate of such form to the Financial Secretary of the
4 Union within two (2) working days.
5

6 SECTION 9. The Union will promptly notify the
7 Employer's CSR in writing when any such member of
8 the union is expelled or for any reason ceases to be a
9 member in good standing.
10

11 SECTION 10. The Employer through the CSR shall
12 transmit the following to the Financial Secretary of the
13 union within three (3) working days after each payday:
14

15 a. **A list which shall identify the Lodge as**
16 **Aeronautical Lodge No. 2049 International**
17 **Association of Machinists and Aerospace Workers**
18 **(AFL-CIO), and shall list the employee's name on**
19 **voluntary allotment, and the amount of the**
20 **allotment deduction for each employee member.**

21 Such list shall include the total monetary amount of all
22 allotment deductions made for the members of the
23 Lodge together with the total number of allotment
24 deductions.
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1 b. A check drawn on the Treasurer of the
2 United States and made payable to the Union in an
3 amount equal to the grand total of all such monetary
4 allotment deductions made.

5
6 c. If an error occurs in the dues deduction, the
7 union will give written notification to the CPAC Labor
8 and local DFAS representative within two pay periods,
9 or as soon as possible, of the error. After such notice,
10 the appropriate adjustment will be processed.

11
12 SECTION 11. Where the re-negotiation of this
13 Agreement is pending or in process and the parties are
14 unable to complete such renegotiations by the
15 expiration date of the Agreement, the provisions of this
16 Article shall continue to be effective until whichever of
17 the following events occurs first:

- 18
19 a. A new Agreement has been approved; or
20
21 b. The Union has lost its representation rights.
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GLOSSARY OF ACRONYMS

1. FOD – Foreign Object Damage (FOD)
2. ASAP – Army Substance Abuse Program Office (ASAP)
3. CPAC – Civilian Personnel Advisory Center (CPAC)
4. FMCS – Federal Mediation Conciliation Service (FMCS)
5. IAM – International Association of Machinists (IAM)
6. SCD – Service Computation Date (SCD)
7. OPM – Office of Personnel Management (OPM)
8. OSHA – Occupational Safety and Health Administration (OSHA)

9. ACGIH – American Conference of Government Industrial Hygienists (ACGIH)
10. EDP – Environmental Differential Pay (EDP)
11. EEO – Equal Employment Opportunity (EEO)
12. ADR – Alternative Dispute Resolution (ADR)
13. IRO – Investigations and Resolutions Division (IRD)
14. FECA – Federal Employee's Compensation Act (FECA)
15. COP – Continuation of Pay (COP)
16. MWR – Morale, Welfare and Recreation (MWR)
17. DOD – Department of Defense (DOD)

18. OPM Form 71 – Office of Personnel Management (OPM) Form 71
19. CFC – Combined Federal Campaign (CFC)
20. DA – Department of the Army (DA)
21. OHC – Occupational Health Office (OHC)
22. FMLA – Family and Medical Leave Act (FMLA)
23. OCA – Open Continuous Announcements (OCA)
24. DEU – Delegated Examining Authority (DEU)
25. AWOL – Absent Without Approved Leave (AWOL)
26. TDY – Temporary Duty (TDY)

27. DLA – Department Logistics Agency (DLA)
28. TAPES – Total Army Performance Evaluation System (TAPES)
29. RIF – Reduction in Force (RIF)
30. MFR – Memorandum for Record (MFR)
31. VPP – Voluntary Protection Program (VPP)
32. PPE – Personal Protective Equipment (PPE)
- 33. ASTM (American Society for Testing and Materials)**
34. PCN – Program Control Number (PCN)
35. OP Code – Operation Codes (OP Code)

36. CSR – Customer Service
Representative (CSR)

37. DFAS – Defense Finance &
Accounting Service (DFAS)

