

EMPLOYER  
RED RIVER ARMY DEPOT  
TEXARKANA, TEXAS

///s///  
Commanding

12/11/01  
Date

UNION  
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPE FITTING INDUSTRY  
OF THE UNITED STATES AND CANADA

LOCAL 237

///s///  
Chief Steward, Local 237

12/11/01  
Date

The effective date of the agreement is January 30, 2002

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## **ARTICLE I**

### **BASIC AGREEMENT**

Pursuant to the policy set forth in all Executive Orders, Public Laws and subject to all applicable statutes and the regulations issued by the following agencies: Office of Personnel Management (OPM), Federal Labor Relations Authority (FLRA), Department of the Army, and the U.S. Army Material Development and Readiness Command, the following articles constitute an agreement between the Employer and the Union.

Should any part or any provision of this contract be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by regulations issued by agencies listed above or by any decree of a court of competent jurisdiction, the Employer will consult with the Union at the earliest practicable date and the Union will be afforded an opportunity to make its views known and have them considered by the Employer prior to the revision and publication of locally implementing depot directives. The invalidation of such part or portion of this contract shall not invalidate remaining portions hereof and they shall remain in full force and effect during the term of this contract. It is specifically agreed and understood that the parts of this contract that refer to the fact that actions will be taken in accordance with existing regulations issued by the agencies named in the paragraph above are excluded from the arbitration procedures, but must be handled through the grievance and appeals procedures outlined for use by these agencies.

The Employer will make available to the Union all Public laws and Executive Orders, in the Employer's possession or allow free access to make copies of said material, when the Union deems it necessary.

## **ARTICLE II**

### **INTENT AND PURPOSE OF CONTRACT**

It is the intent and purpose of the parties hereto to promote and improve the efficient administration and economical operation of the Federal Service at Red River Army Depot. It is recognized that to accomplish that goal it is required that orderly, constructive, and cooperative relationships be maintained between the Employer and the Union. It is recommended that the welfare of the employee is enhanced by their participation in the formulation and the implementation of personnel policies and procedures.

The parties to this contract recognize that they must assume great responsibilities and that they must exercise proper restraint and good judgment in order to maintain a stable and meaningful relationship based upon this contract.

Now, therefore, the parties hereto agree as follows:

- a. To identify the parties to the contract and define their respective roles and

responsibilities under this contract.

b. To state the policies, procedures, and methods that will hereafter govern the working relationships between the Employer and the Union.

c. To indicate the nature of the subject matter of proper mutual concern, it is intended that the contract will meet the following objectives:

(1) Insure Employees' participation in the formulation of personnel policies and procedures.

(2) Provide for the highest degree of efficiency and responsibility in the accomplishment of the mission of the Department of the Army, Red River Army Depot.

(3) Promote Employee-Management cooperation, and

(4) Facilitate the adjustment of disputes, grievances, impasses and appeals.

It is recognized by all concerned that Red River Army Depot is an activity of the Department of Defense and that it must operate within its legally delegated authority.

### **ARTICLE III**

#### **EXCLUSIVE RECOGNITION AND COVERAGE OF CONTRACT**

SECTION 1. The Employer recognizes that the Union is a lawful organization and that the Union is the exclusive representative of the employees in the unit as described in Section 2.

SECTION 2. The recognized bargaining unit includes and this contract applies to: non-supervisory plumbers, pipe fitters, millwrights, equipment mechanics, welders, fixed industrial equipment mechanics, and leaders, helpers and apprentices in these occupations.

SECTION 3. Management will notify the Union when 25% or more duties, (which are covered by the bargaining agreement) are added to any position and will negotiate the impact of said duties on bargaining unit.

SECTION 4. Excluded from the bargaining unit are all professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7).

### **ARTICLE IV**

#### **RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

SECTION 1. Subject to Section 2 of this Article, nothing in this article shall affect the authority of any Management Official of the Employer--

a. to determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. in accordance with applicable laws--

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

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

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

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

SECTION 2. Nothing in this section shall preclude the Employer and the Union from negotiating--

a. at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. procedures which management officials of the Employer will observe in exercising authority under this section; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by Management Officials.

SECTION 3. The Employer will keep the Union advised of the significant reasons necessitating downgrading, reclassification, or changes in job descriptions affecting Employees with the bargaining unit.

SECTION 4. The Employer agrees that supervisors at all levels are expected to provide positive leadership as an example to the Employees serving under their supervision and to instill in their subordinates a sense of belonging and responsibility. Supervisors are further expected to treat all Employees in a fair and equitable manner and to conduct their operations in a manner that will show proper regard for the dignity of their subordinates

## **ARTICLE V**

## **RIGHTS AND OBLIGATIONS OF THE UNION**

SECTION 1. The Union shall be entitled to act for and to negotiate contracts covering all Employees as heretofore defined in the unit and shall be responsible for representing the interests of all such Employees without discrimination and without regard to the Union membership.]

SECTION 2. It is recognized that this contract does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not covered by the contract. It is understood and agreed that all benefits and practices in effect with the Union prior to this contract, shall remain in force and the Employer will consult with the Union prior to making a decision to implement revisions or establish policies in matters in which the Union has legitimate interest or concern.

SECTION 3. The following requirements will have full force and effect in this contract as well as all supplemental, implementing, subsidiary, or informal contracts entered into between the Employer and the Union.

a. In the administration of all matters covered by the contract, Officials and Employees are governed by existing and future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time the contract was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

b. The Employer and the Union will administer the Employee rights in accordance with applicable regulations and laws.

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

## **ARTICLE VI**

### **EMPLOYEE RIGHTS**

SECTION 1. The Employer and the Union agree that Employees shall have and shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join and assist any Employee organization (which has as its primary purpose the betterment of working conditions) or to refrain from any such activity. Except as expressly provided hereinafter and in Public Law 95-454, the freedom of such Employees to assist any Employee organization shall be recognized as extending to participation in the management

of the organization and acting in the capacity of an organization representative, including presentation of its authority. The Employer shall take action, consistent with law or with directives from higher authority, as may be required, in order to assure that Employees are apprised of the rights in this article, and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage Union membership by any supervisor or official.

SECTION 2. Any Employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials, in accordance with applicable laws, regulations, or established policies, and to choose his own representative in a grievance or appeal action not subject to review under the negotiated grievance procedure. An Employee or group of Employees in the unit may be represented only by the exclusive Union, or by a person approved by the Union in filing a grievance under negotiated procedure.

SECTION 3. An Employee acting in an official capacity for the Employer shall not interfere with or attempt to interfere with any employee in the filing of a complaint, grievance, or appeal, or threaten to take any act of reprisal against any Employee because he has filed or expressed an intention to file a complaint, grievance or appeal.

SECTION 4. An Employee will be allowed to confer with the Union, normally the steward assigned to his organizational element for the purpose of obtaining assistance in connection with a grievance, appeal, or complaint during duty hours. An Employee desiring to confer with a representative of the Union will request permission from his immediate supervisor prior to meeting with the Union representative. Such duty time will be confined to reasonable limits.

SECTION 5. Undesirable work assignments, such as dirty or hazardous tasks will be equitably distributed among equally qualified Employees or Employees of the same grade level in a work area that are covered by this agreement.

SECTION 6. When an Employee's signature is required on any letter, form, document, etc., a copy will be given to the employee.

SECTION 7. Before an agreement is made between Management and Union, which affects the contract, addition and deletion to existing language, it shall be brought before bargaining unit members for information and/or a vote.

## **ARTICLE VII**

### **UNION REPRESENTATION**

SECTION 1. The Employer agrees to recognize the elected officers and the stewards duly

authorized by the Union. The number of stewards shall be the number reasonably required to conduct the appropriate business of the Union during regular tours of duty.

SECTION 2. The Union shall supply the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized duly elected officers, stewards, alternate stewards and the chief steward, together with the designation of the group of Employees each is authorized to represent. The list also will include other designations of representatives of the Union, such as members of the Civilian Welfare Fund Council and Post Restaurant Council.

SECTION 3a. Consultations and negotiations with the Union normally will be conducted during regular working hours, with reasonable time being granted Union representatives without charge to leave, in connection with officially requested or approved consultations or meetings with management officials or for the purpose of drawing up requests or recommendations.

b. Consultation as used in this agreement is understood to mean a meeting to discuss and/or inform the other party of matters of mutual interest and concern. Consultation does not mean negotiation. The Employer will consider views of the Union on matters that are appropriate for consultation and will respect the views of the Union. It is agreed that in the absence of compelling circumstances to the contrary, such consultation shall occur at least monthly between management officials at the division and/or directorate level and the Chief Steward of the Union.

SECTION 4. The Union agrees that in carrying out its representational functions, to limit the number of stewards to those required at the meeting. The number will be kept to a minimum consistent with interests of economy and efficiency.

SECTION 5a. The Chief Steward and Stewards, if otherwise in an active duty status, are authorized time during duty hours to perform functions such as processing Employee grievances, appeals or complaints or to discuss with appropriate officials or Employees other matters related to personnel policies, practices and working conditions affecting bargaining unit employees. Representation shall occur at the lowest level at which a matter can be resolved, and the initial attempt at resolution normally should occur between the appropriate steward and the first level supervisor. Time used during the normal duty hours will be with the knowledge and approval of the appropriate supervisor. Permission for leaving the work area will normally be granted unless circumstances prevent leaving at that particular time. If permission is denied, the supervisor will inform the representative of the reason for the denial and the earliest time that the representative can leave the worksite. Union representative will sign out when leaving and will sign in upon return to the workstation on a form mutually agreed upon by the Employer and the Union. If a steward's use of regular working hours for consultation with Employees or the Employer interferes with proper performance of official duties as an Employee, the matter will be objectively discussed with the steward and the Chief Steward in order to find a satisfactory solution.

b. In the interest of efficient conduct of Government business and the economical use of



Government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with organizing efforts and the internal management of labor organizations, including but not limited to the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorizations forms or forms revoking dues withholding authorizations, campaigning for labor organization office and distribution of literature, may be conducted only during the non-work time of the employees involved. Similarly, when labor organizations schedule membership meetings, internal elections, workshops or negotiating skills or techniques, local, state or national conventions or similar events wholly or partially within the scheduled working hours of Employees, any Employees attending or participating in such events shall do so in an annual leave or leave without pay status or as otherwise provided for in regulations.

SECTION 6. The Union agrees that it will not refer any complaints, grievances, appeals, or problems off the Installation to its higher headquarters or to any other source unless management has failed to respond in a fair and reasonable amount of time to the above mentioned items. Respond means to contact and establish a meeting within eight workdays to attempt resolution of the problem (including both discussion and a decision). The Union will be notified and must agree to any extension beyond the eight workday period. It is understood that this section does not prevent the local union from seeking advice from its Business Office or other sources.

SECTION 7. The steward will be given an opportunity to be present on matters of Employee grievances and appeals for members of the unit within his/her designated area. The steward's right to be present does not extend to informal discussion between an Employee and a supervisor; however, if conditions lead to a course of possible modification or personnel policies or other matters which management is obligated to discuss with the Union, decisions on such matters will not be made by management until this obligation is discharged.

SECTION 8. The Union agrees that one steward only will deal with the supervisor as it relates to an Employee grievance or problem, and that the steward will make a sincere effort to resolve the employee complaint. If the complaint cannot be resolved, the steward may carry the problem or complaint to the next level. The Chief Steward or his/her delegated representative will participate after the complaint has been carried up to branch level.

SECTION 9. The Employer will provide the Chief Steward with office space for conducting labor-management business. The Chief Steward will be responsible for control of the use of the office space. The Chief Steward will be responsible for the security and restrict its use to carrying out its representational functions.

a Upon request of the Chief Steward or his designee, the Employer will make Civilian Personnel regulations available and provide a space for review of such regulations.

b Representatives of the Union will be authorized access to the telephones of the Employer, as needed to conduct authorized business (for on-post and local calls). Privacy will be afforded for use of telephones.

SECTION 10. The Union shall be given an opportunity to be represented at:

a Any formal discussion between an Employee and one or more representatives of the Employer concerning any grievance or any personnel policy or practice or other general condition of employment. A meeting is formal when it concerns a grievance or affects other Employees in the Unit.

b Any examination of an Employee by a representative of the Employer in connection with an investigation if-

(1) the Employee reasonably believes that the examination may result in disciplinary action against the employees, and,

(2) the Employee requests representation.

(3) This right to Union representation applies when one or more depot representatives conduct or participate with others in conducting an investigation.

c Union representatives may use the Depot Taxi service in carrying out its representational duties.

## **ARTICLE VIII**

### **HOURS OF WORK AND BASIC WORK WEEK**

SECTION 1. The basic workweek normally will consist of either four consecutive 10- hour workdays, Monday through Thursday, or five consecutive 8-hour workdays, Monday through Friday.

SECTION 2. Wherever possible two or three consecutive days off will be provided. As a minimum, one regular day off preferably Sunday, will be provided.

SECTION 3. When the daily tour of duty begins on one calendar day and extends into the next calendar day, the day on which the tour begins will identify the tour for that day. For example, a tour of duty beginning 2000 hours Friday and ending 0430 hours Saturday, is identified as the Friday tour of duty.

SECTION 4. Except in emergency situation, tours of duty will be established or changed at least two weeks in advance, continue for at least two pay periods and will be announced in writing. It is recognized that production schedules may preclude the two- week notice. In such cases Management will provide in writing why notice cannot be given. This written statement will be dated and noted when change is to take place. An Employee may waive his/her right of notice in writing with an earlier change.

SECTION 5. A scheduled lunch period (excluding paid lunch periods) during which Employees are entirely free of duty connected with the job, will not commence less than 3 nor more than 5 hours after the beginning of the work shift except in infrequent cases where an Employee may be required to complete an important task or to provide coverage of the work site. In those instances, a lunch break as near as practicable to the normal one will be provided.

SECTION 6. The tour of duty will cover a minimum of 40 hours for all full time Employees.

SECTION 7. Administrative workweeks and tours of duty within these administrative workweeks will be determined by Management to meet mission requirements. Procedures for staffing and changing tours of duty of an organizational element will be accomplished in accordance with Section 8 below.

SECTION 8. Competition for shifts and tours of duty will be between Employees of the same grade, job title and job number within the same organizational segment. However, where the use of the lower organizational level does not provide for Employees performing the same duties to compete for shift and tour of duty assignment, the area of competition will be extended to include the next higher level up through division level. When job requirements necessitate more than one shift, assignment to first, second or third shift will be made by Employee preference, qualification, and seniority. The seniority of an Employee will be based on his/her service computation date.

a. Except when the Employer changes the administrative workweek, Employees will remain on the shift and tour to which assigned on the date this agreement becomes effective, until the next scheduled canvass for shift and tour preference. A canvass will be made in December and June each year, to be implemented at the beginning of the first pay period beginning on or after I January and I July.

b. An Employee who has been designated as a representative of the Union for a minimum of 90 days shall remain on the shift and tour to which assigned, to the extent such assignment is practical. The Chief Steward will be allowed to work the shift and tour of duty that reflects the majority of the workforce represented, to the extent that such assignment is practical.

c. It is recognized that there will be situations where an Employee should be permitted a shift assignment other than the one to which assigned. Preferential shift assignments will be limited to medical problems of the Employee or a family member of his/her household, for a period not to exceed 60 days. In such cases, medical certification will be required. An Employee is expected to make arrangements within 60 days as necessary to permit return to the regularly assigned shift. The Employee will justify through channels to the Employer the hardship situation requiring the Employee to work another shift. The Employer will permit the Union to review the request and make its recommendations. The Employer will be the approving authority for such requests.

d. Preferential shift assignment will be given to permit attendance at National Guard or Reservist meetings and for training. To be eligible for such preference, the Employee will provide a statement signed by his unit commander indicating training dates, whether weekly or monthly, as well as summer training dates. Employees whose tour of duty includes Saturday work and are required to train on Saturday will be scheduled for Saturday work for the remaining Saturdays in each month. The Employer will be responsible for reviewing each case and determining what tour of duty would be established, depending on the needs of the organization and the individual Employee.

e. An Employee, who is temporarily promoted less than one year, will not compete for shift and tour assignments. The Employee will remain on the shift and tour to which they were temporarily promoted, to the extent practical.

f. An Employee recruited on a temporary time-limited appointment will be placed on the shift and tour for which they were appointed. The Employee while in this status will not compete for shift and tour assignment.

SECTION 9. It is agreed that when making shift and tour assignments based on service computation date, ties in seniority will be broken by considering the last four digits of Employees' Social Security Number (to be referred to as the Employee identification number). The smallest number will be the starting point, "highest seniority".

SECTION 10. The Employer will provide the Union with the names and service computation dates of all Employees in the Unit, as requested.

SECTION 11. Ample duty time will be allowed Employees to don required personal protective equipment. Where it has been established that a cleanup period is required, a reasonable amount of time will be allowed for personal cleanup prior to the lunch period and before the end of the work shift.

## **ARTICLE IX**

### **OVERTIME**

SECTION 1. Offers of overtime will be equitably distributed on a rotational basis among Employees who are assigned to the same job number and have the necessary qualifications within the immediate organizational element. The immediate organizational element is defined as a group of Employees in a cost center headed by a first level supervisor. In the event the immediate supervisor supervises more than one shift, the overtime/holiday will be offered to the Employees who regularly work the shift on which the overtime is to be performed, before going to other shifts to offer the overtime/holiday work.

SECTION 2a. The Employer agrees to maintain a "sign-up roster" to determine availability for overtime work. Employees desiring to work overtime will indicate by 1200 hours by Wednesday his/her availability for overtime work for the weekend and through the following Wednesday. Employees indicating non availability will not be contacted further in event overtime is to be worked but if reached on the overtime roster, they will be charged with the amount of overtime they would have been offered. An Employee indicating availability who goes on leave before being contacted for a definite offer will be considered for overtime by contacting the supervisor or his designee at least two hours before close of business each day, or for weekend overtime, two hours before close of business on the day before the overtime is to be worked. When an Employee calls in and indicates a desire to work overtime he/she is required to call back and speak to his supervisor or his designee no later than 30 minutes before shift end to verify that overtime is still scheduled. In situations whereby unplanned overtime arises during the last two hours, the Employer is not required to consider Employees who are in a nonduty status. After Wednesday failure to sign or initial the availability roster will be accepted as "not available." The overtime availability list will be maintained at a specified place within each area with Employees advised of the location. Employees who indicate agreement to work overtime in accordance with this contract are expected to report for work at the scheduled time.

b. Overtime rosters will be established and maintained current by the Employer of an organizational element on a form mutually agreed upon by the Union and the Employer. New overtime rosters will be established upon approval of this agreement and will continue throughout the life of the agreement.

c. First offering of overtime will be based on the seniority of the Employee. In the event an offer of overtime is declined, the Employee will be credited with the amount of overtime offered. When scheduled for a specific amount of overtime but less time is worked (through no fault of the Employee), the actual amount worked will be credited to the overtime roster, and to those Employees who may have declined the overtime assignment. When an assignment is extended beyond that scheduled, the amount worked will be credited; however, those who declined will be charged only the amount that was scheduled to be worked. In the event an Employee fails for any personal reason (sickness, family emergency, etc.) to complete an overtime assignment in the amount scheduled, the amount scheduled will be credited to the Employee.

d. Offers of overtime on a normal workday, either before and/or after the daily tour, will be scheduled as a single offer of overtime. Weekends (or RDO's) will be scheduled as a single offer (i.e. Friday, Saturday and Sunday) will be treated as a single offer of overtime. The Employee with seniority and least hours available will be offered the most hours available. When a weekend offer is made, an Employee may work any or all of offered overtime (in full day increments) but will be charged with the full amount of hours offered. The Employer agrees to notify Employees of approved overtime by noon of the last regular workday prior to the overtime work, except in unusual or emergency situations.

e. An Employee away from his regularly assigned duties (detail, temporary promotion, light duty, etc.) will be credited with overtime that would have been offered, had the

Employee been on duty in his/her permanently assigned position. An employee who goes on leave, and has signed the availability roster, and fails to contact supervision in the allotted time, will be credited with the offered overtime. Management is not responsible for contacting Employees on leave concerning overtime.

f. When it becomes necessary to go outside the immediate organizational element to meet overtime requirements, hours of overtime offered in other organizations will be credited in the same manner and on the same overtime roster as that offered in the regularly assigned organization.

g. An Employee will not be scheduled to work overtime out of his/her regularly assigned classification to perform duties regularly performed by other Employees, provided such Employees are available for overtime.

SECTION 3. Overtime rosters will be posted on an agreed upon bulletin board. Employees are responsible for advising the supervisor of any errors noted immediately while reviewing the roster.

SECTION 4. When project continuity is required and the need for continuance of incumbency is established, the Employer will advise the Chief Steward of the basis for such a determination. When practicable, this explanation will be provided prior to the overtime being worked. The Employee(s) bypassed on the overtime roster will likewise be advised by the supervisor of the reasons for the requirement to remain on the project until completion of the project except in an emergency situation. The Union will recognize project continuity as any job assignment not worked by Employees of the same organizational element on a normal day to day basis.

SECTION 5. Except in an emergency, the Employer agrees to provide the Employee at least 2 hours-notice before directing the Employee to work overtime. The Employer agrees to give due consideration to the Employee's personal circumstances, subject to the paramount requirement of fulfilling the mission of the Employer. An Employee normally will not be directed to return to duty on overtime until the Employee has been off duty for at least eight hours.

SECTION 6. An Employee may decline an offer of overtime provided he/she has a legitimate reason acceptable to the Employer. When a sufficient number of Employees' do not accept offers of overtime, the Employer will direct the required number to perform the overtime work.

SECTION 7. Employees will not be directed to work overtime outside their organizational element unless all Employees of the same job title and grade in the organizational element where the work is to be performed are scheduled to work (except Employees excused for a justifiable reason). The roster will be annotated to reflect the reason an Employee is bypassed or excused from directed overtime. When directing employees to work, employees will be directed in inverse roster order on a rotational basis.

SECTION 8. When an Employee is called back to work, any unscheduled overtime work performed will be considered at least two hours in duration for overtime pay purposes.

SECTION 9. The Employer will make reasonable effort to secure rides for Employees who do not have transportation to their homes because of required overtime for which they had no opportunity to plan. A telephone call will be authorized to notify the Employee's family that he/she is scheduled to work beyond the scheduled duty time.

SECTION 10. Illness or an emergency which prevents an Employee from reporting for duty to perform overtime or holiday work will normally be reported to the supervisor within 2 hours after the beginning of the shift. The same requirements to justify an absence during the regular tour of duty will apply.

SECTION 11. An Employee permanently or temporarily assigned will be credited with the maximum amount of overtime hours of any Employee on the roster with whom he/she will compete.

SECTION 12. It is the Employee's responsibility to notify the immediate supervisor and the appropriate Union representative of any error in the selection for overtime prior to the overtime being worked in order to afford the Employer the opportunity to correct the error prior to the overtime being worked, except in unusual or emergency situations.

## **ARTICLE X**

### **LEAVE**

SECTION 1. Employees shall earn annual leave in accordance with applicable laws and regulations.

SECTION 2. All Employees in the bargaining unit will submit schedules by 15 February each year, for at least 60% of annual leave that must be taken by the end of the leave year. The supervisor granting leave to an Employee will consider the needs, desires, and requests of Employees. An annual leave (vacation) schedule will be maintained by each supervisor and be made available to Employees and the Union upon request. In the event of a conflict of two or more Employees, the Employees having the most seniority based on service computation date will be granted the leave. Where workload is lax and the supervisor grants leave approval and the reason for the absence is not of an emergency nature, the leave will be annotated as simple annual leave and not emergency annual leave.

SECTION 3. Annual leave will be scheduled to avoid forfeiture of annual leave. To preclude forfeiture, all leave to be used within the year will be scheduled in writing before the beginning of the third pay period prior to the end of the leave year.

SECTION 4. It is agreed that no Employee shall be called back from approved leave unless

an emergency designated by the Employer arises and no other Employee within the bargaining unit is reasonably available to perform the required duties.

SECTION 5. The Employer agrees in an emergency situation to utilize only the necessary Employees to satisfy or correct the emergency as quickly as possible. The Employer further agrees to consider only calling those on leave as a last resort. The Employer will grant emergency leave on an individual basis dependent upon the nature and circumstances in each case.

SECTION 6. The Employer agrees, whenever possible, dependent on workload requirements and other pertinent consideration to all Employees to schedule annual leave on a day by day, one week, two weeks, or three weeks basis. It is agreed that the leave on the approved vacation schedule will be given preference.

SECTION 7. Employees shall earn sick leave in accordance with applicable regulations and laws. Circumstances and conditions, which warrant the use of sick leave, are--

- a. when it is established that the employee is incapacitated for performance of duties because of sickness, injury or pregnancy and confinement or
- b. for medical, dental or optical examination. The policies and procedures specified in RRAD-R 690-3(630) will control the administration of sick leave at Red River Army Depot in areas other than those specified herein.

SECTION 8. Under the Family Friendly Leave Act (FFLA) and covered in Red River Army Depot Regulations 690-3(630), Employees may use sick leave to care for a family member as a result of illness, injury, pregnancy, childbirth, or medical, dental or optical examination or treatment, or for travel and attendance at the funeral or memorial service of a family member, including pre-funeral gatherings/ceremonies.

- a. Employees may use up to forty (40) hours of sick leave per leave year for family care and bereavement purposes. Employees may also use up to sixty-four additional hours per leave year for those purposes (for a total of 104 hours), provided the amount of sick leave remaining in their sick leave account would not fall below eighty (80) hours.

- b. Family members under this Act are defined as a spouse, or the spouse's parents, children (including adopted children), and their spouses, parents, brothers and sisters and their spouses; and any individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship.

SECTION 9. Sick leave records shall be considered personal in nature, and as such, are confidential. Records of sick leave shall be maintained only by those persons that are properly designated to maintain them.

SECTION 10. Sick leave, if due and accrued, shall be granted to Employees when they are incapacitated for the performance of their duties due to sickness. When practicable, requests for sick leave will be made in advance of scheduled appointment for medical, dental or



optical treatment. Other sick leave absences will be reported by contacting the immediate supervisor or his designee within 2 hours after the start of the tour of duty. When persons designated are not available to be contacted, the Employee will leave a message with the person accepting the call, providing the reasons for the absence and anticipated duration. If telephone facilities are not available, the Employee may use the mail service at the earliest reasonable time. Such calls or mail service meet the requirement of reporting unscheduled absences, but do not guarantee leave approval.

SECTION 11. The Union agrees to actively encourage Employees to accrue sick leave.

SECTION 12. Each Employee is expected to use the minimum amount of sick leave necessary for obtaining treatment. If possible, appointments will be made on non- workdays. Where sick leave is requested, the supervisor approving the leave will take into consideration the time of appointment, travel time necessary, and will determine on an individual basis whether the amount of sick leave requested is reasonable.

SECTION 13. The Employer has the right to require that an Employee furnish a doctor's certificate for each absence that he/she claims was due to incapacitation for duty.

a. When there is reasonable evidence that the Employee has abused sick leave, or that a request appears unjustified.

b. When the Employer has counseled the Employee in respect to the use of his/her sick leave, a record of such counseling is on file, and the Employee's record subsequent to the counseling does not indicate improvement.

SECTION 14. If the requirement to provide medical certification does not correct the suspected abuse of an Employee, the Employee may be given the additional requirements to report to the U.S. Army Health Clinic for a determination of incapacitation.

SECTION 15. In the absence of the first line supervisor, unless Employees have been otherwise instructed, the next level of supervision will be in charge.

SECTION 16. The number of hours sick leave used will not in themselves establish abuse. A request for approval of sick leave from an Employee who has not been counseled will be approved unless there is reasonable cause to question the propriety of the request.

SECTION 17. An Employee who has reported for duty and is referred to the U.S. Army Health Clinic during the shift and is determined to be incapacitated for duty by a member of the depot medical staff will not be required to furnish a medical certificate for that day. This does not waive the requirement to provide a medical certificate for incapacitation in excess of three consecutive workdays.

SECTION 18. The Employer will advance to eligible Employees, sick leave not to exceed 240 hours in established deserving cases of serious disability or ailment. Such leave will be granted in accordance with applicable regulation and law under the following conditions:

a. The Employee furnishes written evidence from a physician or practitioner that the Employee is expected to return to duty on a permanent basis.

b. The Employee has exhausted all accumulated sick leave and any unscheduled or restored annual leave that the Employee might otherwise forfeit during the leave year.

c. The Employee has not established a pattern of sick leave abuse that has been made a matter of record within 6 months of the Employee's request for advanced sick leave.

d. There is no evidence indicating the Employee will not remain employed after his/her return to duty long enough to repay the advance of sick leave.

SECTION 19. The Employer will make a reasonable effort to provide temporary light duty assignments for temporarily disabled Employees provided the Employee can perform productive work.

## **ARTICLE XI**

### **SAFETY**

SECTION 1. The Employer shall make reasonable efforts to provide and maintain safe working conditions and the Union will cooperate to the end and encourage the Employees to work in a safe manner. Employees will make every effort to perform their duties in compliance with commonly accepted safety practices.

SECTION 2. The Union Steward may discuss any safety problems and make recommendations to the Depot Safety Director through the channels of line management. The Employer will give due consideration to the recommendations made by Union Representatives, including the establishment of specifications for tools and safety equipment.

SECTION 3. The Employer shall verbally notify the Chief Steward or in his absence, his designee as soon as practicable, but not later than twenty-four hours after learning of any serious personal injury concerning an Employee of the unit and occurring at the activity while in performance of his/her duties. For the purpose of this agreement, a serious personal injury is one, which requires the treatment over and above that, which is normally available at the U.S. Army Health Clinic. In the event of a fatality, notification of the Commander and the immediate family of the deceased will be accomplished prior to notifying the Union.

SECTION 4. The employer will carefully consider reasonable alternatives before assigning work that is dangerous or would involve an unsafe working condition. When there is reasonable cause to believe an assignment involves unsafe working conditions, the Employee may report the unsafe condition to the Employer, who will be responsible for

conducting an investigation or contacting the appropriate personnel for remedial action. If the Employee believes that appropriate action is not being taken he/she may then request a determination be made by appropriate safety and/or health personnel.

SECTION 5. The Employees covered by this agreement will be furnished protective clothing and equipment in accordance with Department of the Army regulations and the Employer's published policy. The Union will be consulted prior to implementing any changes to these requirements.

SECTION 6. The Chief Steward may designate a Safety representative within a division where Employees in the unit are assigned. The Safety representative will be invited to attend safety meetings held at the branch and division levels.

SECTION 7. Locker space will be furnished by the Employer at or reasonably near the work site when the Employee is required to change clothing due to work assignment.

SECTION 8. No Employee shall be required to work alone at any work site where it has been determined that a hazard exists and where such determinations have been published in current regulations written either by Office of Personnel Management, Department of Army, or Army Material Command, to the effect that the Employee should work not alone. The Employer agrees to make periodic checks to determine the wellbeing of Employees assigned to work alone in isolated areas.

SECTION 9. Rain slickers will be provided for Employees whose regular duties require them to work outside. Boots will be provided for Employees who must stand in water to perform assigned duties.

SECTION 10. It is agreed that comfort and aid to injured individuals shall be of prime concern to the Employer and the Union.

SECTION 11. The Employer will provide CPR training and First Aid training to at least one Employee a year, in each organizational element, as requested.

SECTION 12. Employees will not be held responsible for tools that are not locked up after the shift, if instructed by the supervisor that the oncoming shift must utilize the same tools. In addition, locker space or suitable storage containers will be provided to secure tools and equipment that is signed for by the individual Employee.

SECTION 13. Whenever Employees are required to perform duties, which involve real or potential hazards, the Employer will provide adequate training to the Employees. The Employer will strive to ensure that Employees receive adequate training (formal or informal) and safety instructions prior to placing an Employee on unfamiliar jobs or machinery. Such training should include proper work methods and the proper use of safety equipment.

SECTION 14. The parties recognize the temperature conditions in and around work areas can have a direct bearing on Employee comfort, morale, health, and safety. In determining the stress that temperature extremes may place on an individual, the personal comfort and

the health of the Employee will be taken into consideration, as well as related factors such as wind, chill factor, air flow, the work to be performed and similar considerations. When the temperature in a particular work area or site exceeds the recognized standards for the type of work being performed, the Employer will take precautionary measures to reduce the risk to the Employees exposed. Such measures will include reduction of work being performed, increased frequency or duration of rest periods, etc. This section applies to both hot and cold exposure situations.

SECTION 15. On the day of an injury, time spent in the dispensary and/or receiving medical attention related to an on the job injury/illness is considered duty time for pay purposes.

SECTION 16. In the event Employees represented by this Local are unable to get proper fit for safety boots, the Employer agrees to permit the Employee to go to a local vendor to get a proper fit and boot, at the expense of the Employer in accordance with regulation and/or published policy.

SECTION 17. All welders/helpers in this bargaining unit will be given an eye exam semi-annually and safety glasses will be provided by the Employer, when the need has been determined by the examiner or doctor. One clear and one shaded pair will be provided per welder/helper.

SECTION 18. All Employees who are exposed to hazardous breathing materials such as dust, vapors, smoke, etc. will receive semi-annually Pulmonary Function Test; and, in the event a decline in breathing is noted, appropriate action will be taken to correct the cause of the problem.

## **ARTICLE XII**

### **TRAINING**

SECTION 1. The Union and the Employer agree to actively encourage Employees within the unit to participate in training and self-improvement programs.

SECTION 2. If available, the Employer will furnish upon request from the Union, a meeting place conveniently located on the depot and of ample capacity to conduct Union seminar and training sessions including film presentations.

SECTION 3. Excused absence ordinarily not more than 10 hours within a twelve-month period may be granted to certain individuals to attend Union sponsored training provided the training is of mutual concern to the Union and Management. Leave for attendance at Union sponsored training will be limited to Employees who are actively engaged in the labor management process. This would include elected officials and Employees designated by the Union as representatives (stewards/chief stewards), who deal with Supervisory Officials.

SECTION 4. Training will be provided on a fair and equitable basis, according to mission requirements.

SECTION 5. When positions requiring new techniques or abilities are established, the Employer will publicize job-training opportunities in these areas and inform Employees how to apply for this training. The parties agree to stress to Employees the need for self-improvement and training to increase efficiency and output. Equally qualified candidates for promotion will receive equal consideration for training that would enhance promotion potential.

SECTION 6. Employer will train Employees when technological changes affect the work performed in the unit.

SECTION 7. The Employer agrees to recommend approval of enrollment of Employees in job-related correspondence courses at the expenses of the Employer. Failure to successfully complete the course could result in the Employee being denied future courses.

### **ARTICLE XIII**

#### **PROMOTION AND PLACEMENT**

SECTION 1. Promotion is the change of an Employee to a higher grade when both the old and the new positions are under the General Schedule, or under the same type graded wage schedule, or to a position with a higher rate of pay when both the old and new positions are under the same ungraded wage schedule or in different pay method categories.

SECTION 2. The Union and the Employer agree that the purpose of the Southwest Region Merit Placement and Promotion Plan and the Local Merit Placement and Promotion Plan is to insure that Employees are given full and fair consideration for advancement. This plan, appropriate regulations and laws are the exclusive procedures for competitive promotion, reassignment and placement action. It is further agreed that these procedures must be administered in such a way as to develop maximum Employee confidence and to achieve the purpose of the plan as simply and efficiently as possible.

SECTION 3. Any Employee who has dissatisfaction with in service placement and training and development situations may file a grievance, see Article XVI, Grievances. Non-selection for promotion from the certified candidates referred to the supervisor for selection is not a basis for a grievance.

SECTION 4. Internal merit and promotion will be accomplished in accordance with appropriate regulations, policies and the Resumix process as defined by the Southwest Region Merit Placement and Promotion Plan and Local Merit Placement and Promotion Plan. Announcements will be posted on the appropriate website. Employees must have on

file a resume and submit a self-nomination, based on interest, within the designated time frames of the applicable announcement.

SECTION 5. a. The Office of Personnel Management (OPM) minimum qualification standards will be the sole basis for determining basic eligibility except where the appropriate office of the OPM has approved or authorized a minimum qualifications standard or exception to the agency.

b. Each Employee is responsible for seeking assistance from his supervisor or representative of the Civilian Personnel Advisory Center in planning development to qualify for positions in which interested.

c. Each employee considered for a position will be advised of the results of consideration, by the selecting supervisor. This includes Employees considered from Stopper Lists and those who file application for special consideration or reassignment. The notification of ineligibles will be posted to the designated website at the earliest practicable date following the rating of their applications. Notification of non-selection of "Qualified" candidates referred for the vacancy will be made following the selection of an Employee from the Referral and Selection Register.

d. An Employee changed to lower grade without personal cause, will be eligible for special consideration for re-promotion up to the grade from which demoted. The Employee must file a self-nomination for the re-promotion consideration and have a resume on record in the system for positions for which the Employee desires consideration.

SECTION 6a. Promotion action will not be based on personal relationship or other personal favoritism or patronage. No official may, in recommending or selecting candidates for promotion or in operating the promotion program, show or give preference to any candidate based upon factors not pertinent to the candidates' qualifications for performing work of a higher level, including personal friendship or political connections.

b. The Employer agrees to consider such pertinent factors as past performance, experience, awards, training and education in the process of selection of the best- qualified candidate for the position.

SECTION 7. Selection will be made from among those candidates referred on the Referral and Selection Register. The immediate supervisor over the position to be filled will normally participate in the selection. If one applicant is interviewed, all referred for consideration will be interviewed. All pertinent data regarding each candidate will be considered.

SECTION 8. Normally, Employees will report to new position on the first workday following the effective date of a promotion.

SECTION 9. Temporary promotions in excess of 120 days will be accomplished under competitive procedures. When the position is a permanent vacancy on the Table of Distribution and Allowances (TDA), and is not planned abolishment, it will be permanently filled. A series of details or temporary promotions will not be used to circumvent a

permanent placement.

SECTION 10. Upon request, the Employer agrees to provide Union representatives a copy of the Southwest Region Merit Placement and Promotion Program and Local Merit Placement and Promotion Plan.

SECTION 11. Records necessary for proper consideration of a grievance concerning in-service placement, which is referred for arbitration, will be made available to the complainant or Union, subject to compliance with the Privacy Act.

SECTION 12. The Employer agrees that reassignment of employees in an internal workforce adjustment not covered by reduction-in-force procedures will be made in retention order.

SECTION 13. In addition to filing for promotion, an Employee may file for consideration for vacancies at the same or lower grade he is currently occupying.

SECTION 14. Appropriate action will be taken as required in 5 CFR Part 335, to correct any procedural, regulatory or program violations of the promotion program adversely affecting Employees in the unit. This regulation will be made available upon request of the Union, as needed to represent employees who believe a violation has occurred.

SECTION 15. Employees who are permanently assigned to a position for less than 6 months who request reassignment or change to lower grade must provide persuasive reasons (such as medical problems), to support the request. The Union will be permitted to provide its comments, before the appropriate Director makes his/her decision.

SECTION 16. An employee tentatively selected for promotion or reassignment will obtain the appropriate operator's permit (s), preferable before the assignment begins.

SECTION 17. A noncompetitive temporary promotion will be made only during the absence of the incumbent of a position, to fill a vacancy pending permanent placement, to assume responsibilities of an increased workload for a limited period of time, or to participate in a special project which will last for a limited period.

SECTION 18. Applicants will be required to adhere to Resumix instructions. Resumes will be scanned for required and desired skills, as appropriate.

SECTION 19. Noncompetitive temporary assignments to higher graded positions will be accomplished on a rotational basis, to the extent practicable from among Employees in the normal line of progression (at the next lower level) in the immediate organization who possess the required qualifications.

SECTION 20. New hires selected for positions in the Unit will possess established qualification requirements for the positions to which assigned.

## **ARTICLE XIV**

### **REDUCTION IN FORCE**

SECTION 1. The Employer shall, if possible, inform the Union of general reasons requiring action to be taken under reduction-in-force procedures prior to issuance of individual notices to Employees. The Union, in turn, agrees to promote understanding and acceptance of necessary RIF actions.

SECTION 2. The Employer will make reasonable efforts to avoid or minimize a reduction-in-force by adjusting the workforce in accordance with applicable regulations. The Employer agrees to notify) the Union in advance of implementation of officially approved reduction in force affecting the unit. The Employer agrees to provide the Union with:

- a. A listing of positions within the unit that are abolished.
- b. A listing of the Depot vacancies authorized for staffing during a RIF or workforce adjustment; and
- c. The approximate date of the action.

SECTION 3. Any career type Employees, who are scheduled for separation because of reduction-in-force, will be afforded an opportunity to register in all higher echelon and OPM programs designed to assist them in obtaining continuing civil service employment. They will remain enrolled as long as permissible under the program for which enrolled. Employees separated because of RIF will be given preference in rehiring in temporary and permanent positions for which qualified in accordance with applicable rules and regulations.

SECTION 4. The Union and the Employer agree to make maximum effort to find job opportunities both in government and the private sector for Employees who may be scheduled for separation by RIF.

SECTION 5. Office of Personnel Management and Department of the Army regulations covering Reduction-In-Force procedures for Employees will be utilized for conducting a RIF. Re-promotion consideration for bargaining unit Employees will be in accordance with provisions of the Southwest Region Merit Promotion Plan and governing laws and regulations.

SECTION 6. The Employer agrees that at a time of workforce adjustment, an information letter of a general nature concerning Employee assignment rights will be provided the Employees. The letter will contain information such as available positions an Employee may be offered, Employees' rights if an offer is declined; and, definitions of common terms such as retreat rights, displacement, and "bumping" rights.



## ARTICLE XV

### **PLACEMENT, REHIRING AND PROMOTION OF EMPLOYEES AFFECTED BY RIF OR INTERNAL WORKFROCE ADJUSTMENT**

SECTION 1. The Employer and the Union jointly recognize the desirability of maintaining employment stability. It is also recognized that occasions may arise where adjustment of the workforce may be necessary through such means as reduction-in-force.

SECTION 2. The Employer agrees to notify the Union of pending reduction-in-force actions, and workforce adjustment at which time the Union may negotiate the impact and implementation of such.

SECTION 3. Retention registers will contain information set forth in FPM Chapter 351. Such information will be disclosed upon request to affected Employees and their representatives to the extent necessary to settle questions about a RIF or workforce adjustment.

SECTION 4. The Employer agrees to undertake reasonable options to avoid or minimize a reduction in force by such measures as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition, and by reassignment of surplus Employees to vacant positions authorized for staffing and for which they are qualified. The Employer agrees to notify the Union in advance if implementation of officially approved RIF affecting the unit. The Employer agrees to provide the Union with the following;

- a. A listing of positions within the unit that are abolished;
- b. A listing of depot vacancies authorized for staffing during a RIF or workforce adjustment; and
- c. The approximate date of the action.

SECTION 5. The Employer agrees that at the time of a workforce adjustment, an information letter of a general nature concerning Employees assignment rights will be provided to them. The informational letter will advise Employees what their rights are if an offer is declined and define common terms such as retreat rights, displacement and bumping rights. In addition, the Employer agrees to provide the Union a vacancy listing, and will provide the Employee a copy upon request.

SECTION 6. The Employer agrees that an Employee affected in a workforce adjustment will be given the opportunity to meet with the RIF committee and review information to which entitled, after first meeting with the assigned Human Resources Specialist, pertaining to his/her placement under RIF procedures. The Union will be authorized to have a member on the RIF Committee when Employees within the bargaining unit are to be affected.

SECTION 7. Excluding Employees of tenant activities the competitive area for reduction-

in-force will be Red River Army Depot and the U.S. Army Health Clinic. Should the competitive area change prior to a RIF the area of consideration will be changed accordingly.

SECTION 8. Reduction-in-force notices periods will be governed by appropriate regulations. Employees will be retained in a work and pay status, so far as availability of work and funds will permit.

SECTION 9. Grievances resulting from reduction-in-force actions may be initiated as a formal grievance at Step 3 within 15 calendar days after the effective date of the RIF action.

SECTION 10. An Employee assigned to a different position will be provided reasonable on-the-job orientation to the new assignment.

SECTION 11. It is understood that acceptance of a temporary appointment will not alter the Employee's right to be offered permanent employment.

SECTION 12. An internal workforce adjustment/alignment exists when there is one or more excess filled positions in an organization resulting in Employees being reassigned.

SECTION 13. Internal workforce adjustments will be implemented at the immediate organization, as follows:

a. Neither reduction-in-force nor adverse action procedures will be used to effect placement.

b. Surplus Employees will be identified from lists of excess positions furnished by Management. Employees will be identified in inverse seniority order without regard to performance appraisals or veteran preference. The last four digits of social security number will break ties.

c. Volunteers will be solicited from surplus Employees to determine order of placement. When several volunteers qualify for the same position, the most senior volunteer will be placed first. If there are no volunteers, placement will be in inverse seniority order.

d. First effort to place surplus Employees will be to vacancies within their directorates.

e. The Surplus Placement Committee will act for the Commander in directing the placement of surplus Employees by reviewing all vacancies and checking them against an internal stopper list. All vacancies must be cleared by the committee prior to filling by other means. The Union may upon request, review placements directed by the Committee.

f. Employees who have been/are physically disqualified for their positions will be given priority consideration for placement before other surplus employees.

g. Panels of subject matter experts will be used as needed to determine basic qualifications.

h. Job engineering will be considered by Management, as necessary, to accomplish placement actions.

## **ARTICLE XVI**

### **GRIEVANCE PROCEDURE**

SECTION 1. The negotiated grievance procedure is the exclusive procedure for handling disputes over the interpretation and application of this agreement.

SECTION 2a. Grievances over matters not covered by this agreement may be handled under any procedures available for that purpose.

b. The negotiated grievance procedure is the sole procedure available to Employees in an exclusive unit for resolving grievances over the interpretation or application of the agreement, and may not be used for the resolution of any other type of grievance or dispute. An Employee or group of Employees in the unit may be represented only by the exclusive union, or by a person approved by the union, in filing a grievance under the negotiated procedure. An Employee or group of Employees in the unit wishing to present such a grievance without the intervention of the exclusive union may do so, however, any adjustment of such grievance must not be inconsistent with the terms of the agreement, and the exclusive Union must be given the opportunity to be present at the time of the adjustment.

SECTION 3. Disputes over what is subject to the grievance procedure or arbitration will be submitted to arbitration for a grievability decision.

SECTION 4. Questions as to interpretation of published agency (Department of Defense, Army or major command) policies or regulations, provisions of law, or regulations or appropriate authorities outside the agency shall not be subject to this negotiated grievance procedure regardless of whether such policies, laws or regulations are quoted, cited or otherwise incorporated or referenced in this agreement.

SECTION 5. To provide for a mutually satisfactory settlement of matters involving the interpretation of application of this agreement, the following procedures will be followed:

a. Step 1. Normally a grievance will be taken up by the aggrieved Employee(s) and the appropriate Union Steward at the discretion of the aggrieved Employee(s) with the appropriate Supervisor(s) within 15 calendar days after the occurrence of the alleged violation or difference of opinion, which promoted the grievance, or after the aggrieved had knowledge of the existence of the situation. The aggrieved Employee(s), the Steward and the appropriate Supervisor shall take up each dispute or grievance. The Supervisor must give his answer to the grievance within five workdays from the meeting.

b. Step 2. If no satisfactory settlement is reached between the aggrieved Employee(s), the Steward and the Supervisor, the grievance shall be reduced to writing on the appropriate form provided by the Union stating the exact nature of the grievance, date the incident occurred and remedy sought. It shall be submitted by the Chief Steward within four working days to the next level of supervision. Upon receipt of a second step grievance, the Supervisor(s) concerned shall meet with the aggrieved Employee(s), Steward, and Chief Steward within four workdays after receiving the written grievance. Supervisors may call in the official of the activity below the Commander normally having authority to make decisions on the matter involved in the grievance. The Supervisor conducting the meeting will prepare a memorandum for record of the second step meeting. This memo for record will briefly summarize the grievance; the consideration accorded it, the conclusions reached, and the course of action decided during the discussion. A copy of the memo will be furnished all parties concerned within five (5) workdays after the discussion is completed. If no satisfactory settlement is reached in the second step, the Union will submit the written grievance on through channels to the Commander within four (4) workdays following receipt of the memo for record of the second step meeting.

c. Step 3. Upon receipt of a third step grievance, the Commander or his designated representative(s) shall arrange to meet within eight (8) workdays, with the aggrieved Employee(s), the appropriate representative of the Union and the Steward and Chief Steward, in an effort to reach a satisfactory settlement of the grievance. The Commander or his designated representative will render a decision on the grievance in writing within eight (8) workdays following the third step meeting on the matter.

SECTION 6. If the grievance is not resolved in Step 3, either party may invoke arbitration of unresolved grievances within 10 workdays following receipt of the third step decision.

SECTION 7a. The Union will be entitled to have a representative present at any step of an Employee grievance covered by this grievance procedure. The Employee may keep the Steward out of the discussion with the Supervisor only if the Employee wants to talk about a personal problem not involving a complaint or grievance affecting the Union's rights. The right of the Employee or Union representative to be present during the discussions of grievances shall be subject to necessary requirements as to security, confidentiality of information.

b. Any Employee or group of Employees in the unit may present such grievances to the Agency and have them adjusted without the intervention of the exclusive representative, as long as the adjustment is not inconsistent with the terms of the agreement and the exclusive representative has been given the opportunity to be present at the adjustment.

SECTION 8. When several Employees have an identical grievance, the Union will call the Employees affected together and request them to select one individual case for processing under this article. The Union agrees to encourage the processing of only one grievance in place of numerous identical grievances. The Employees will be told that, if they agree, the decision on the case selected will be binding on all the other identical cases. If any Employee refuses to participate in the agreement, his refusal shall not affect his right to process his grievance individually. This test case procedure is not applicable in any situation where

individual differences exist or when evaluation of the individual qualifications of the aggrieved Employee would be required to decide the issue.

SECTION 9. The Union and Management will work together in explaining and clarifying existing policies to prevent an Employee's grievance where the misunderstanding of such policies may be the cause of the grievance.

SECTION 10. Copies of documents added to become a part of the grievance file at any state of the grievance procedure will be provided both parties.

SECTION 11. Failure of Management to timely consider a grievance at any step shall permit the Employee to refer the grievance to the next step, unless the parties mutually agree to delay. Failure of an Employee to request further review of a grievance within the time limit specified will be considered as withdrawal of the grievance unless an extension of the time limit is mutually agreed upon.

## **ARTICLE XVII**

### **ARBITRATION**

SECTION 1a. In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. The Employer or the Union may invoke arbitration. Arbitration must be invoked within fifteen calendar days from the date of receipt of a final third step grievance decision. Costs for a list of arbitrators will be born by the party requesting arbitration or split if both parties jointly request a list.

b. Within ten calendar days from the date of receipt of the list of arbitrators provided by the Federal Mediation and Conciliation Service, representatives of the Union and Management shall meet for the purpose of selecting an Arbitrator. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will strike one arbitrator's name from the list of five and shall then repeat the procedure. The remaining name shall be the duly selected arbitrator. The flip of a coin will determine who strikes the first name.

SECTION 2. The fee and expenses, if any, of the arbitrator including cost of transcript and stenographic services will be borne by the losing party. The arbitration hearing shall ordinarily be held during the depot's regular shift work hours and tour of duty. While participating in arbitration proceedings, Employee representatives, appellant Employee(s), and Employee witnesses shall be in a pay status without charge to annual leave.

SECTION 3. The arbitrator will be requested by the parties to render his decision as quickly as possible, but in any event no later than thirty calendar days after the conclusion of the

hearings unless the parties otherwise agree.

SECTION 4. The arbitrator's award will be binding on both parties except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the authority.

SECTION 5. Any witnesses requested by the Union in arbitration who are under the jurisdiction of the Employer and whose testimony, in the judgment of the arbitrator is necessary to the development of facts will be obtained by affidavit or deposition. Employees of RRAD called by the arbitrator, as witnesses, will be considered in a duty and pay status during such participation.

SECTION 6. The Employer will not compensate witnesses for the Union, who are not employees of RRAD, nor will the Employer pay travel of such persons.

## **ARTICLE XVIII**

### **DISCIPLINARY/ADVERSE ACTIONS**

SECTION 1. All disciplinary/adverse actions will only be taken for just cause and will be administered fairly and equitably.

SECTION 2. For the purpose of this Article:

- a. Disciplinary actions are defined as oral admonitions and warnings, written reprimands and suspensions of 14 days or less.
- b. Adverse actions are defined as suspensions for more than 14 days, removals, reductions in grade or pay, and furlough of 30 days or less.
- c. Disciplinary actions may be reviewed under the negotiated grievance procedures.
- d. Grievances and appeals of formal disciplinary/adverse actions under the negotiated procedure will begin at third step of that procedure.
- e. Adverse actions based on the following will not be subject to the negotiated grievance procedure:
  - (1) Prohibited political activities;
  - (2) Retirement, life insurance, health insurance;
  - (3) A suspension or removal based on security reasons;

(4) An examination, certification or appointment;

(5) The classification of any position which does not result in reduction in grade or pay of an employee;

(6) Reduction in Force;

(7) Matters appealable to the Merit Systems Protection Board (MSPB).

SECTION 3. In disciplinary/adverse actions involving regulatory violations, the Employer will make available to bargaining unit Employees a copy of regulations the Employee is charged with violating.

## **ARTICLE XIX**

### **PARKING**

SECTION 1. The Employer will provide for adequate parking facilities. Parking lots will be properly maintained and proper consideration given to safety factors.

SECTION 2. Parking except for reserved spaces will be on a first come, first serve basis. Reserved spaces will be authorized for:

- a. Government vehicles;
- b. Customers (for official business and off post visitors); and
- c. Handicapped personnel as approved by the Depot Medical Officer

## **ARTICLE XX**

### **PAYROLL DEDUCTIONS**

SECTION 1. The Union is responsible for purchasing Standard Form 1187, Request and Authorization for Attainment of Compensation for Payment of Organization Dues of Employees, distributing them to its members, certifying as to its dues, delivering the completed form to Payroll Liaison or appropriate Defense and Finance Accounting (DFAS) Office. The Union is responsible for educating its members on the program for allotment for

payment of dues, its voluntary nature, and uses and availability of the required form.

SECTION 2. The Union will assure that the President or Financial Secretary promptly notifies the Defense Finance and Accounting Office or their depot liaison, at such time as a member of the Union is expelled or suspended, and for these reason, ceases to be a member in good standing. The list of such members must be signed by the Chief Steward or Financial Secretary and forwarded to reach the Defense Finance and Accounting Office not later than the end of the pay period. The Union will notify the Employee simultaneously with notification to DFAS.

SECTION 3. The designated finance office of the Employer will notify the Union of the revocation of an allotment by the Employee member.

SECTION 4. The designated finance office of the Employer will after each payroll period for which deductions are made pursuant to the voluntary allotment, forward remittance check payable to the Business Manager of Local 237, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, 411 Spruce Street, Texarkana, Texas, 75501, for dues withheld. Remittance checks will be accompanied by a list reflecting information called for by governing regulation.

SECTION 5. Employees may discontinue their payment of voluntary dues to the employee organization in the following manner:

a. By use of SF 1188, Revocation of Voluntary Payment of Employees Organization Dues. The finance liaison officer of the Employer will make these forms available to the Employee.

b. When the above mentioned form 1188 has been completed and signed by the Employee, the discontinuance of deduction of dues will be at the beginning of the first pay period one calendar year after the Employee's dues have been withheld. If the allotment is not revoked at the end of the first year, any subsequent revocation will be effective on the first pay period beginning on or after September 1, provided the revocation is received in the DFAS Office prior to September 1. SECTION 6. An Employee assigned within the bargaining unit may submit a request for withholding of union dues direct to DFAS at any time, with dues deductions to be withheld beginning with the first full pay period following receipt of a properly filed authorization in the Defense Finance and Accounting Office.

SECTION 7. When an Employee leaves the bargaining unit because of any type of separation, transfer, or other personnel action (except temporary promotion or detail); upon loss of exclusive recognition by the Union; when this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense; or, when the Employee has been suspended or expelled from the Union, withholding of union dues will cease at the end of the pay period in which the event occurs.

SECTION 8. The amount of the Employee's authorized allotment for labor organization



dues may be changed no more frequently than once every six months.

## **ARTICLE XXI**

### **EQUAL EMPLOYMENT OPPORTUNITY**

SECTION 1. The Employer and the Union will provide Equal Employment Opportunity:

a. For all regardless of race, color, religion, sex, national origin, physical handicap, marital status, age, political affiliation and other non-merit factors.

b. Full and complete consideration and adherence to the application of the Federal Merit Program principle and procedures.

c. All Employees will enjoy equal opportunity to receive training and development skills for advancement.

d. Reduce to the maximum extent possible situations where Employees are worked out of the classification.

e. Distribute heavy and undesirable work among all Employees, who are assigned under the same job description.

SECTION 2. An Employee, who believes he/she has been discriminated against, may pursue his/her dissatisfaction through EEO Complaint Procedures or the negotiated grievance procedure but not both. An Employee shall be deemed to have exercised his/her option to raise the matter under either a statutory procedure or the negotiated procedures at such time as the Employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing under the negotiated grievance procedure whichever comes first.

## **ARTICLE XXII**

### **PERFORMANCE APPRAISALS**

SECTION 1. Each Employee's performance will be evaluated fairly and objectively, in accordance with the Employer's published policy.

SECTION 2. The Employer will discuss with the Employee his/her performance evaluation prior to making it a part of the Employee's record.

SECTION 3. Each Employee will be provided a copy of his/her annual performance evaluation.

SECTION 4. The Employee has a right to grieve his/her Performance Evaluation. Grievances will begin at Step 3 of the Grievance Procedure and will be filed within 15 calendar days of the Employee's receipt of a copy of the Performance Evaluation.

SECTION 5. The Employer agrees that if performance award money is allocated/budgeted in any Directorate or Personal Staff Office of the Depot, award money will be similarly budgeted for Directorates in which bargaining unit Employees are assigned.

### **ARTICLE XXIII**

#### **TEMPORARY DUTY TRAVEL (TDY)**

SECTION 1a. TDY is defined as a temporary duty assignment outside the commuting area of RRAD.

b. It is agreed that selection for TDY for training purposes will be in accordance with provisions of this article, except in cases of specialized training, where selection will be made based on the needs of the Service, and not in roster order. Conversely, where TDY training is non-specialized, it will be offered on a rotational basis in accordance with the provision of this article.

SECTION 2. The Employer will assign offers of TDY on an equitable and rotational basis among Employees who are assigned to the same job number and who have the necessary special skills or qualifications within the immediate organizational element.

SECTION 3. TDY rosters will be established and maintained current by the Employer for each organizational element, on a form mutually agreed upon by the Union and Employer. A new roster will be established on the effective date of this agreement and continue for the life of the agreement. Employees will be placed on the TDY roster by seniority in the organization element.

SECTION 4. The Employer will canvas Employees in each organizational element for security clearances. Employees indicating "Yes" will be screened for security clearances. Except in emergency cases no other security clearances will be made. When security clearances are required on the TDY trip only Employees with clearances will be made offers. On trips where no clearances are required, all Employees on the roster are eligible for consideration.

SECTION 5. Offers for TDY will be made by seniority on a rotational basis. An Employee

away from his regular assigned position (leave, temporary promotion, light duty, etc.) will be credited with an offer if his name is reached on the roster. Employees in a TDY status will not be credited with any other TDY trip. Offers of TDY will be based on number of days TDY. In the event an offer of TDY is declined, the Employee will be credited with the amount of TDY offered if his/her name is reached on the roster.

SECTION 6. When it becomes necessary to direct Employees on TDY assignment, Employees will be directed starting with the Employee with the lowest seniority in the organizational element on a rotational basis. Only Employees directed on TDY will be charged as being directed.

SECTION 7. The Employer will make reasonable effort to secure Employees with like skills within the branch on TDY trips before directing Employees on TDY status.

SECTION 8. Time spent by an Employee in travel status from his/her official duty station is considered as hours worked for overtime purposes when, travel is performed under corresponding hours of regular work, the travel involves the performance of work while traveling, is carried out under arduous conditions, or results from an event that could not be scheduled or controlled administratively.

SECTION 9. Employees assigned TDY will be entitled to maximum travel advances authorized by the Joint Travel Regulations.

SECTION 10. The Employee will be held responsible for all per diem money or travel money he/she receives. Unless the Employer has contracted lodging, the Employee will stay at the motel or hotel of his/her choosing, that is in the area of TDY duty. Management will be responsible for the first two days of hotel/motel arrangements for the TDY duty.

## **ARTICLE XXIV**

### **DETAILS**

SECTION 1. A detail is a temporary assignment of an Employee to a different position for a specified period, with the Employee returning to his/her regular duties at the end of the detail. Technically a position is not filled by detail, as the Employee continues to be the incumbent of the position from which detailed.

SECTION 2. Selection for temporary assignment of an Employee from his organizational element to another to perform duties covered by his/her job description will be processed in accordance with provisions of Section 3 of this article.

SECTION 3. Details will normally be made from among Employees of the same or equivalent grade level as the duties to be performed while on detail. The Employer shall determine the organizational element from which Employees are available for detail.

Normally the lack of work within the organizational element will be the determining factor for the detail.

SECTION 4. Selection for detail to the same or lower grade will be made from volunteers, if available. In the absence of sufficient volunteers, selection will be made in inverse seniority in rotation order within the lowest organizational element by classification and grade. Selection will be made in seniority order when there are more volunteers than needed. Details will be kept as short as possible. To the extent possible, the number of forced days an Employee is detailed will be balanced. Fragments of a day will be considered as a full day.

SECTION 5. Selection for return from a detail will be made from volunteers, if available. In the absence of sufficient volunteers, selection will be made in inverse seniority.

SECTION 6. Employees temporarily assigned to perform duties of a higher graded position will be temporarily promoted when the assignment exceeds thirty (30) days, and the Employee is qualified for the promotion. Competitive procedures will be used for temporary promotions exceeding one hundred twenty (120) days.

SECTION 7. A series of details will not be used to circumvent a temporary promotion.

SECTION 8. No Employee will be detailed to an established job or set of duties that are substantially different than his/her own for a period of thirty consecutive days or more without this being documented in his/her personnel file.

SECTION 9. The Employee will document informal details (not documented by an official personnel action) for inclusion in his/her Official Personnel Folder. The Employer will certify performance of informal assignments, as appropriate.

SECTION 10. The Employer shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, and estimated duration.

## **ARTICLE XXV**

### **GENERAL PROVISIONS**

SECTION 1. Special consideration will not be given Employees for personal services rendered during off duty time.

SECTION 2. The Union will contact the Civilian Personnel Advisory Center (CPAC) for any information needed from the Employer. Such information will be provided as soon as practicable. The availability of information will be in accordance with laws and regulations and in accordance with security and confidentiality requirements on a need to know basis.

SECTION 3. Upon request and by appointment, Employees will be allowed to review their 201 file and be provided a copy, upon request, of any document in the file.

SECTION 4. The Employer agrees to provide a list of all persons receiving awards for performance in bargaining unit, at the request of the Chief Steward.

SECTION 5. The Employer agrees that Employees under the same job description and equally qualified will be given fair and equitable treatment with regard to job assignments, including those that require performing menial or dirty tasks. It is further agreed that in no instance shall an undesirable assignment be made as a penalty or reprisal, nor shall prestigious jobs be assigned on the basis of favoritism.

SECTION 6. In the absence of the first line supervisor, unless the Employees have been notified otherwise, the next level of supervision will be in charge.

SECTION 7. The Employer agrees to assign work in a fair and equitable manner, to the extent practical, when non-bargaining unit Employees are detailed to the organizational unit.

SECTION 8. The Union's right to represent employees as specified in this agreement applies to work performed during regular tours of duty as well as periods of overtime.

SECTION 9. The Union will be notified of pending reorganization prior to implementation.

## **ARTICLE XXVI**

### **MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION**

SECTION 1. Definitions.

For the purpose of this Agreement and all amendments and supplements hereto, the following terms are defined:

a. Mid-Term Bargaining. All negotiations which take place during the life of the Agreement concerning changes to conditions of employment not covered by the terms of this Agreement; or conditions of employment covered by the Agreement pursuant to Article XXXVII, Duration and Changes.

b. Impact and Implementation Bargaining. All negotiations regarding procedures Management will follow in implementing decisions resulting from the exercise of its reserved rights under Section 7106 of the Federal Service Labor Management Relations Statute and appropriate arrangements for Employees adversely affected by those decisions when such decisions concern changes to conditions of employment.

SECTION 2. Procedure for Bargaining. This procedure is applicable to Mid-Term and Impact and Implementation Bargaining as defined in Section 1 above.

a. The Employer shall notify the Union, as provided for in Section 6 of this Article, prior to the planned implementation of a proposed change to conditions of employment. Upon request, a written notice will be provided the Union of the proposed change, the reason for the change, and the proposed effective date of change.

b. The Union shall have fifteen (15) days from the date of notification to request bargaining and to forward written proposals to the Employer.

c. Upon timely request by the Union, bargaining will commence within ten (10) calendar days from the date of notification to negotiate, unless otherwise agreed upon by both parties.

d. Management may retain the same rights as the Union above.

SECTION 3. Sections 1 and 2 of this Article do not preclude the Union from presenting its views and having them considered prior to the implementation of a negotiable or nonnegotiable condition of employment provided the comments are received within the prescribed time limits.

SECTION 4. It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and or consultations in an effort to find mutually satisfactory solutions of matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

SECTION 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of 5 U.S.C. and the rules and regulations of the Federal Labor Relations Authority.

SECTION 6. Notice of proposed changes to conditions of employment, at all levels, will be provided to the Chief Steward

## **ARTICLE XXVII**

### **ADVERSE WEATHER AND CONDITIONS**

SECTION 1. The closing of an activity for a brief period is within the administrative authority of the Employer. During any period of shutdown, management will apply the appropriate regulatory guidelines (RRAD-R 690-3(630), Leave) for either charging leave or

excusing Employees without charge to leave when an emergency condition exists.

SECTION 2. When the Employer decides during non-duty hours to operate on a reduced basis or close the activity due to adverse weather conditions, the Employer will disseminate the information to local radio stations and to TV immediately after the decision is made.

SECTION 3. The Employer agrees to provide appropriate relief to Employees affected by hot/cold working conditions.

## **ARTICLE XXVIII**

### **LEAVE OF ABSENCE**

SECTION 1. Leave without pay (LWOP) will be granted in accordance with applicable laws and regulations.

SECTION 2. Employees of the unit who are selected to serve in the capacity of representatives or officers of the Union, which requires absence from work will be granted annual leave and or leave without pay for a period of time not to exceed one year at a time consistent with workload requirements and regulations. In no case will leave without pay exceed 2 years. If any Employee of the Union applies for and is granted leave without pay, the period of leave may not at any time thereafter be converted to annual leave or sick leave.

SECTION 3. Employees returning to duty from approved leaves of absence will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable statutes and regulations.

SECTION 4. The Employer will make a reasonable effort to obtain work for employees who through no fault of their own have no leave to cover a close down period.

## **ARTICLE XXIX**

### **EMPLOYEE ASSISTANCE PROGRAM**

SECTION 1. The Union supports the Employer's Community Counseling Service Program as a means for providing information, education, and other appropriate assistance or referral services for Employee problems. It also supports the Alcohol and Drug Assistance Program as a means to restore abusers to effective duty.

SECTION 2. An Employee acknowledging an alcohol or drug problem, which affects job performance or conduct, shall be given the opportunity to avail himself/herself of program

resources and reasonable time to obtain assistance/rehabilitation. Satisfactory progress toward rehabilitation shall be given favorable consideration when disciplinary/adverse actions are being considered in accordance with law and applicable regulations.

SECTION 3. Records created in relation to an Employee's alcohol or drug problems will be regarded as confidential.

SECTION 4. An Employee may seek assistance and counseling on alcohol or drug problems without jeopardizing job or promotional opportunities, as provided by statute.

### **ARTICLE XXX**

#### **SUGGESTION PROGRAM**

SECTION 1. The Union supports and will encourage the suggestion program.

SECTION 2. The Employer will make suggestion forms available in each work area. DA Form 1045.

SECTION 3. The Employee will be advised in writing, of the adoption or rejection of his/her suggestion. Awards for suggestions will be in accordance with applicable regulations. Upon request, the Employee will be advised of the status of suggestion that is delayed beyond 60 calendar days.

### **ARTICLE XXXI**

#### **WORKER'S COMPENSATION**

The Employer will take appropriate action to expedite paperwork associated with Workmen's Compensation claims. The Compensation Office will assist the Employee with necessary information to file his/her claim properly.

### **ARTICLE XXXII**

#### **WAGE SURVEY**

The parties agree that coordinated wage surveys will be conducted in accordance with 5



Code of Federal Regulation 532, as stated and added to and amended by the OPM.

### **ARTICLE XXIII**

SECTION 1. Environmental Differential Pay (EDP) will be paid in accordance with 5 Code of Federal Regulation 532, Appendix J.

SECTION 2. Assignments to perform hazardous duty will be equitably distributed amongst Employees under the same job description with equal qualification, within the organizational element where hazardous work is being performed.

SECTION 3. The Employer will be responsible for keeping environmental (hazard) pay rosters to record Employees hazardous work. This will include area, dates and times and hazardous material. Management will assist employees with proper form so as to become a part of their permanent medical record, as appropriate.

SECTION 4. If there is a significant risk of exposure to airborne concentrations of asbestos fibers in excess of the permissible exposure limits (PELS) for asbestos provided in Title 29, CFR, Part 1910 or 1926 and when the risk of exposure is directly connected with the performance of assigned duties, Environmental Differential Pay or Hazard Pay will be paid to those Employees. Employees who are exposed to other types of chemical or toxic hazards shall be paid EDP or HDP, if exposed to the hazard in excess of the permissible exposure limits set by the Occupational Safety and Health Administration, or the standard adopted by the Department of the Army.

SECTION 5. It is agreed that back pay pursuant to this provision shall be paid in accordance with the Back Pay Act.

### **ARTICLE XXXIV**

#### **CIVIC RESPONSIBILITIES**

SECTION 1. The Union will encourage its members to respond to calls for jury duty and other court services in accordance with Department of Army regulations. Requests of the Employer that their Employees be excused from jury duty will be made only in those instances where their services are required to meet essential work schedules and where public interests are better served by the Employee being in a duty status.

SECTION 2. Absences for court duty will be granted in accordance with applicable regulations. When called to perform court duty, the Employee will promptly notify his supervisor and submit, if possible, a true copy of the official summons for jury duty or

witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, the Employee will present the supervisor evidence for the time served.

SECTION 3. In those cases where time and travel permit, and where no hardship results when an Employee is excused or released by the court for any day or a substantial portion of a day, he will be expected to return to duty or be charged with annual leave or leave without pay for the time excused. There will be no time charged to annual leave for time traveling from court to the worksite.

SECTION 4. The parties recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions. Employees are encouraged to contribute voluntarily. To the end that campaigns shall be conducted in the spirit of true voluntary giving, the parties agree that:

- a. An employee, who desires, may submit his contributions anonymously;
- b. Supervisors will not act as collectors from their subordinates;
- c. Officers and Stewards of the Union shall not act as collectors from any Employee;
- d. Collectors, supervisors or other personnel shall not practice coercion, either overt or implied.

SECTION 5. The Union agrees to cooperate in and actively support all depot programs designed to promote safety, time and material savings, transportation savings, correction of delinquency and absenteeism and participation in such civic programs as fund drives, savings bond drives, alcoholism and drug abuse prevention programs and blood donor programs.

## **ARTICLE XXXV**

### **CONTRACTING OUT**

SECTION 1. The Employer retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civil Service Reform Act.

SECTION 2. As requirements are known, the Union will be notified in writing of the functions scheduled for review under the Commercial Activities Program.

SECTION 3. During commercial activity reviews, the Union will be consulted for input in such areas as man-hour standards, methods to reduce man-hours, etc.

SECTION 4. The Union will be advised of contracting out decisions. The impact and implementation of contracting out decisions will be negotiated at request of Union. A copy of the decision will be provided the Union when made public.

## **ARTICLE XXXVI**

### **PUBLICATION OF THE AGREEMENT**

The Employer agrees to reproduce and make available a copy of this agreement for each Employee in the bargaining unit.

## **ARTICLE XXXVII**

### **DURATION AND CHANGES**

Section 1. This Agreement will remain in full force and effect for a period of three (3) years from the date of its approval by the head of the Agency or from the 31<sup>st</sup> day after execution, whichever is sooner. This Agreement will automatically be renewed for a three-year period, unless written notice of a desire to renegotiate the agreement is served by either party between the 105<sup>th</sup> and 60<sup>th</sup> day prior to expiration of the contract.

Section 2. This Agreement is subject to reopening:

- a. By mutual consent of the parties concerned; or
- b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

Section 3. When the re-negotiation of this Agreement is pending or in process, and the parties are unable to complete such re-negotiation by the termination date of the Agreement, the terms and conditions of this Agreement will continue in effect until a new Agreement is effected.