

**NEGOTIATED AGREEMENT
TEAMSTERS LOCAL 886
and
US Army Field Artillery Center and Fort Sill**

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PREAMBLE

Pursuant to the policy set forth in Title VII of the Civil Service Reform Act of 1978 and regulations issued by the Office of Personnel Management, the Department of Defense, and higher echelons within the Department of the Army, this agreement is made by and between the Commanding General, US Army Field Artillery Center and Fort Sill, hereinafter referred to as the EMPLOYER, and Teamsters Local 886, hereinafter referred to as the UNION.

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the US Army Field Artillery Center and Fort Sill, provide for the well-being of employees, maintain high standards of work performance in behalf of the public, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and to provide means of amicable discussion and adjustment of matters of mutual interest at Fort Sill, Oklahoma; and,

WHEREAS it is recognized that the participation of employees in the formation and implementation of personnel policies and procedures which so vitally affect them will contribute substantially to the improvement and efficient administration of the public service; and,

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations within the US Army Field Artillery Center and Fort Sill require a clear statement of the respective rights and obligations of the UNION and the EMPLOYER; and,

WHEREAS the employees in the bargaining unit covered by this agreement have stated their desire to be represented in their employment relations with the EMPLOYER by the UNION, and the UNION has been granted exclusive recognition by the EMPLOYER, in accordance with the provisions of applicable law and Department of the Army regulations, as the representative of said employees, the parties hereto, in consideration of the mutual covenants herein and intending to be bound hereby, do therefore agree as follows:

WHEREAS in the spirit of Executive order 12871, we jointly resolve that the relationship between labor and management as partners is essential for transforming DPW into an agency that works better and costs less. This partnership involves the open sharing of information at the earliest pre-decisional stage, thereby engendering mutual trust and respect to better serve the agency's mission. This partnership shall not be used to circumvent or interfere with the negotiations outlined in this negotiated agreement between the US Army Field Artillery Center and Fort Sill and The International Brotherhood of Teamsters Local 886 on behalf of the employees of the Directorate of Public Works, Fort Sill, Oklahoma.

ARTICLE 1
EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1

The EMPLOYER recognizes the UNION as the exclusive bargaining representative for all employees included within the bargaining unit as defined in Section 2 below.

Section 2

This agreement applies to and covers all nonsupervisory, nonprofessional appropriated fund employees of the Directorate of Public Works stationed at Fort Sill, Oklahoma. Excluded from the bargaining unit and not covered by the terms of this agreement are all management officials, supervisors, professional employees, and employees engaged in personnel work in other than a purely clerical capacity.

Section 3

The UNION accepts the responsibility for and agrees to represent the interests of all employees in the bargaining unit without discrimination and without regard to membership in the UNION. Nothing in this section or elsewhere in this agreement shall be interpreted to require the UNION to represent an employee in processing a grievance if the UNION considers, and has so advised the employee, that the grievance is invalid or without merit.

Section 4

The union shall be given the opportunity to be present at any formal discussions between management officials and unit employees concerning any grievance or any personnel policy or practices or other general condition of employment.

ARTICLE 2
SCOPE OF CONSULTATION AND NEGOTIATION

Section 1

Matters appropriate for consultation and negotiation between the parties are locally developed personnel policies, procedures, and practices affecting working conditions of employees in the unit in so far as they are within the administrative authority of the EMPLOYER. Included are the policies, procedures, and practices established to govern such matters as, but not limited to, pay, overtime, details, hazardous duty pay, reduction in force, safety, training, employee services, scheduling of leave, promotions, grievances, and standards of work performance. Consultation and/or negotiation at the local level is not appropriate on matters prescribed by higher echelons of the Department of the Army or other governing authorities, or for individual actions taken in accordance with established policy, procedures, or rules. Once the governing policy, procedure, or rule is established, the EMPLOYER and subordinate management officials and supervisors are responsible for taking appropriate actions in accordance with it.

Section 2

In making rules and regulations relating to personnel policies, procedures, promotions, and practices affecting working conditions, the EMPLOYER shall consult and/or confer with the UNION and give due regard and consideration to the views of the UNION and employees and to the obligations imposed by this agreement, higher echelon Department of the Army directives, other governing Government regulations, Executive Orders, and laws.

Section 3

It is recognized that this agreement is not all inclusive. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to consult and/or confer before making changes to existing benefits and practices pertaining to those matters appropriate for consultation as set forth in Section 1 above, even though such matters are not specifically covered by this agreement.

Section 4

For purposes of this agreement, to consult with or confer with is defined as mutual discussion of policies, programs, practices, and procedures related to working conditions of employees of the unit which are within the discretion of the EMPLOYER. Such discussions shall entail exploration of alternative courses of action offered by either party with both parties striving to reach the best possible solution to the problem at hand.

Section 5

Either party desiring or having a requirement to consult with the other shall give advance notice to the other party, including a statement of subject matter to be discussed and the problem, if any, which generated the cause for discussion. The advance notice may be provided by any means, including a telephone call.

Section 6

The normal point of contact between the UNION and the EMPLOYER for the purposes of discussing questions that may arise concerning the general administration or interpretation of this agreement, or regulations, or other matters involving the overall relations between the parties shall be, for the UNION, the duly elected president or his designated representative; for the EMPLOYER, the Director of Civilian Personnel, or his designated representative. This does not alleviate the responsibility of other management officials for consulting and/or conferring with the appropriate UNION official before implementing or changing policies, programs, procedures, and practices related to working conditions which are within their administrative authority. Neither does it alleviate the responsibility of the UNION stewards and chief stewards to consult with the concerned management officials and to work with the prescribed levels of management in seeking solutions to matters that are within the scope of authority of such management officials.

Section 7

UNION-initiated consultation will commence with the lowest level of management which has authority to act on the matter to be considered. When the management official contacted by a UNION representative does not have authority to act on the matter, he/she shall identify the management official having authority to act on it so that the appropriate UNION representative may contact the official. When decisions are made, after either management or UNION—initiated consultation, which are not acceptable to the UNION, the UNION has the right to consult and/or confer with higher level management on the matter involved and shall exercise this right before requesting any outside agency or individual to take action on the matter. To facilitate the resolution of such matters in the most expeditious manner and to help foster and maintain favorable working relationships between supervisors and UNION representatives, consulting and/or conferring discussions related to problems will take place between the following officials:

- a. Unit or section level matters - (the unit or section supervisor and the steward).
- b. Branch level matters - (the branch chief and the steward).
- c. Division level matters - (the division chief and the chief steward).
- d. Directorate level matters - (the major activity director or his designee and the president of the UNION or his/her designee).
- e. Activity-wide matters - (the Chief of Staff or his/her designee and the President of the UNION or his/her designee for matters broader in scope than paragraph d above for which consultation and/or negotiation is appropriate).

Section 8

In the administration of all matters covered by this agreement and all supplemental, implementing, subsidiary, or informal agreements between the EMPLOYER and the UNION, management officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations, by published Department of the Army or Department of Defense polices and regulations in existence at the time this agreement is approved, or for which a compelling need exists under the criteria established by the Federal Labor Relations Authority or for supplemental, implementing, subsidiary, or informal agreements at the time they are approved; and by subsequently published Department of the Army or Department of Defense 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 Department of the Army or Department of Defense level.

ARTICLE 3 MANAGEMENT RIGHTS

The EMPLOYER reserves the right to:

- a. unilaterally determine the mission; budget; organization; number of employees; and internal security practices.
- b. hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees.

- c. assign work, to make determinations with respect to contracting out and to determine the personnel by which agency operations shall be conducted.
- d. make selections for appointments from-
 - 1. among properly ranked and certified candidates for promotion; or
 - 2. any other appropriate source.
- e. take whatever actions may be necessary to carry out the mission during emergencies.

In addition, the EMPLOYER reserves the right in accordance with applicable laws and regulations and after consulting and discussing with the UNION to:

- a. determine numbers, types, and grades of employees or positions assigned to any organizational subdivision or unit, work project, or tour of duty; or the technology, methods, and means of performing the work of the agency.
- b. determine procedures which management officials will observe in exercising any authority under this section.
- c. determine appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4 EMPLOYEE RIGHTS AND OBLIGATIONS

Employees shall have the right and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization or to refrain from such activity. Except for those employees for whom such activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee, the freedom of such employees to assist any labor organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authorities. Nothing in this agreement or any other agreement between the EMPLOYER and the UNION 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 deductions. The EMPLOYER shall take such 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 described in this section and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the UNION by anyone acting in a supervisory or other capacity for the EMPLOYER.

ARTICLE 5 UNION REPRESENTATION

Section 1

The EMPLOYER shall recognize and deal with duly elected or appointed UNION officials whose names and UNION assignments have been furnished in writing to the Directorate of Civilian Personnel. The UNION shall determine the number and assignment of stewards and chief stewards so as to provide each unit employee and/or each unit supervisor ready access to a steward in accordance with the following criteria:

- a. The number of stewards shall not exceed one for each 30 employees in the unit.
- b. There shall be no overlapping of steward assignments.
- c. There shall be no more than one steward for a group of employees under a first-line supervisor, except when the organizational structure is such that an excess of 30 employees report directly to one supervisor. In this instance, the ratio of 1 to 30 shall apply.
- d. There shall be one chief steward and one deputy chief steward.

The UNION shall supply the Directorate of Civilian Personnel, in writing, and shall maintain with the Directorate of Civilian Personnel on a current basis, a complete list of all officers and authorized stewards and the stewards assigned areas of responsibility. The UNION shall post on the space designated for the UNION on the bulletin boards the names of the stewards and their assigned areas as soon as practicable after they are recognized as appropriate and reasonable by the Directorate of Civilian Personnel.

Section 3

UNION officers or representatives who are not employees of the EMPLOYER shall be allowed access to the installation at reasonable times and for activities considered appropriate. The UNION agrees that such officials will check with the Director of Civilian Personnel or his designee before conducting any UNION business at the installation and shall receive permission of the responsible supervisor before entering work locations to conduct UNION business. Visits by UNION representatives who are not employees of the EMPLOYER shall be governed by the Fort Sill security and other pertinent regulations, and the EMPLOYER may require that such visitors be escorted by a representative of the EMPLOYER during their stay at Fort Sill.

Section 4

The EMPLOYER agrees that UNION officers, representatives, and stewards of the recognized unit as described in Article 1, Section 2, who are unit members and employees of the EMPLOYER, shall be allowed a reasonable amount of time as may be necessary away from their assigned duties without loss of pay to investigate and present employee grievances or complaints or to discuss with appropriate officials of the EMPLOYER other appropriate matters directly related to the work situation of the employees in the unit. When a UNION officer, representative, or steward needs to conduct

representational duties, he/she will request permission from his/her supervisor and such permission will be granted in the absence of compelling circumstances to the contrary. When the representational duties involve meeting with a supervisor other than his/her own or a management official, the UNION official will obtain assurance that such supervisor or management official is available before seeking permission to leave his/her assigned work area. When a UNION official has the need to meet with an employee on duty, he/she will determine that the employee is available and obtain permission from the employee's supervisor to meet for their discussion. When the employee cannot be immediately made available for discussion with the UNION official, the supervisor will arrange for the employee to be granted sufficient time off for the discussion as soon as practicable. An employee wishing to leave his/her work area during duty hours to meet with a UNION official must receive permission of the immediate supervisor. The employees designated as Union representatives will have an annual work order established at the beginning of each fiscal year. The work order will have phases and each steward will be assigned to a phase. After an assigned steward informs his/her supervisor that time is required to perform union duties, this work order and phase will be used by the employee and supervisor to record his/her official time on their Leave & Earnings statement.

Section 5

The EMPLOYER agrees that all supervisors of unit employees shall make themselves available for discussion with UNION representatives. Supervisors will grant requests for appointments from UNION representatives as soon as possible, and normally appointments will not be delayed beyond 2 working days, unless the delay is mutually agreeable or has been requested by the UNION representative. Normally, the manager or supervisor contacted will notify the UNION representative in 2 or 3 days of his/her decision; however, it is recognized by both parties that complicated problems may require longer periods. When longer periods are required, managers and UNION representatives will be expected to establish mutually agreeable time limits.

Section 6

Activities concerned with the internal management of the UNION, such as solicitation of members, campaigning for officers, and the distribution of literature or authorization cards, shall not be conducted during the working hours of the employees concerned.

ARTICLE 6

IDENTIFICATION AND COMMUNICATION WITH UNIT EMPLOYEES

Section 1

To facilitate communications between the UNION and the employees, and to enable the UNION to more effectively carry out its responsibility to represent all employees in the unit, the EMPLOYER shall furnish the UNION a list of all employees in the unit. The list shall be furnished within 30 days after an approved agreement for the unit, by the EMPLOYER, and semiannually (January-July) thereafter. This list will include the names and grades of all employees covered by this agreement.

Section 2

The EMPLOYER shall furnish the UNION a list of new employees or transfers to the bargaining unit on a monthly basis. The UNION may contact the employees using the internal distribution system

Section 3

The EMPLOYER agrees to make its internal distribution system available to the UNION for communicating with bargaining unit employees and Fort Sill management officials. The UNION agrees not to use this system to distribute campaign materials.

ARTICLE 7 PUBLICITY

Section 1

The EMPLOYER agrees to furnish space not to exceed 16 square feet (4' x 4') on each bulletin board in each section in the unit having at least 10 employees assigned, provided that bulletin boards are present.

a. The supervisors responsible for each area shall designate the space on each bulletin board which shall be reserved for the posting of UNION material.

b. The UNION agrees that material posted on bulletin boards by the UNION or distributed within the confines of Fort Sill will not contain propaganda against, nor attacks upon, any agency, individual, or activity of the Federal Government.

Advertisements, circulars, placards, handbills, cards, or notices relating to any private business, and pictures, cartoons, or other documents of a political character designed to influence an election in favor of any candidate or political party shall not be posted or distributed within the confines of Fort Sill. The distribution and posting of material by the UNION does not constitute endorsement of the material by the EMPLOYER or higher echelons of the Department of the Army, and nothing may be contained in the material distributed or posted that will appear to constitute an endorsement. The UNION shall be fully and solely responsible for determining that all material posted or distributed complies with these demands. However, management retains the right to take appropriate action if the material contains scurrilous or libelous statements against management, agencies, individuals, or activities of the Federal Government, or information relating to any private business or information of a political nature.

Section 2

In order to facilitate and expedite the Labor-Management Relations Program, the EMPLOYER agrees to provide the UNION with a minimum of 1000 square feet of adequate administrative office space that is mutually agreeable to both parties. If possible, the building should meet the following requirements:

a. Men and women's restrooms in or reasonably accessible to the office space.

b. Be handicapped accessible. In the event space can not be provided that meets current handicap accessible needs, special space arrangements will be made on a case by case basis.

- c. Have two entrances.
- d. Meet normal office space standards for heating, air conditioning, and lighting and be in compliance with current energy conservation, health, and safety requirements.
- e. Be able to be secured by the Teamsters except for emergency services personnel.

Section 3

The following services will be provided for operation of the Teamster office:

- a. Normal utility services; and
- b. A telephone at no charge for on-post and local calls. Teamsters agrees to pay all toll charges and long distance charges incurred using the Defense System Network or other long distance carriers.

Section 4

The following equipment will be provided for operation of the Teamster office:

- a. Two desks with desk-type chairs;
- b. Four work tables;
- c. Twenty straight back chairs;
- d. Two hat/coat racks;
- e. Two lockable file cabinets; and
- f. One IBM compatible computer with monitor and printer with needed software currently available within the Directorate of Public Works. The Employer/Union will determine need.

Section 5

The EMPLOYER agrees to allow the UNION to use FAX machines located in the Directorate of Public Works on a space available basis. The UNION agrees to make arrangements, in advance, to send or receive FAX messages.

Section 6

The Employer agrees to furnish the UNION copies of regulations, bulletins, manuals, or other directives that are determined to be necessary and relevant for the representation of any bargain unit member. In addition, the EMPLOYER agrees to make other regulations, bulletins, manuals, or other directives available for review on an as needed basis.

Section 7

- a. The EMPLOYER will make sufficient copies of this agreement to distribute to each UNION steward and each manager/supervisor assigned to the Directorate of Public Works, and enough to post on each bulletin board in DPW.
- b. The EMPLOYER agrees to provide 30 extra copies of this agreement to the UNION for its use, and 1 copy on Disk.
- c. The EMPLOYER agrees to make sufficient copies and distribute copies of any other EMPLOYER/UNION negotiated agreements between the parties during the life of this agreement.

ARTICLE 8
EMPLOYEE PERSONNEL INFORMATION

The UNION and EMPLOYER shall encourage and assist employees in becoming aware of the privileges and responsibilities associated with their employment at Fort Sill, including (1) their responsibility to become familiar with the guidance in such publications as the Handbook for Civilian Employees; USAFACFS Regulation 690-3, Conduct and Discipline; and pertinent security regulations; (2) their right to review their own official personnel folder (OPF file) or designate in writing a representative to review their OPF file; (3) where authorized by regulations, the right to be given copies of documents placed in their OPF file.

ARTICLE 9
DUES WITHHOLDING

Section 1

The EMPLOYER shall deduct UNION dues from the pay of all employees who voluntarily authorize such deductions and who are employed within the bargaining unit which this agreement covers in accordance with the provisions set forth herein.

Section 2

UNION dues shall be deducted by the EMPLOYER from an employee's pay each payroll period when the following conditions have been met:

a. The employee either is a member in good standing of the UNION or has signed up for membership in the UNION subject to the payment of his/her first month's dues through voluntary allotment as provided herein.

b. The employee's earnings are sufficient to cover the amount of the allotment in each pay period.

c. The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the UNION. (See Appendix B)

d. The UNION, through its authorized official, has completed and signed Section A of the subject form on behalf of the UNION. For the purposes of this agreement, the authorized certifying official for the UNION shall be the President and Business Manager. The name and address of this official shall be submitted to the Civilian Payroll Section of the Defense Accounting Service by the President and Business Manager of the UNION within 5 calendar days after execution of this agreement and kept current thereafter.

Section 3

The UNION agrees to purchase the prescribed allotment form (Standard Form 1187) and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay. The UNION accepts the responsibility of informing and educating its members concerning the program for the allotment of dues and the uses and availability of SF 1187.

Section 4

Deductions of dues shall begin with the first pay period which occurs after receipt of Standard Form 1187 by the Civilian Payroll Section of the Defense Finance and Accounting Service.

Section 5

The amount of the UNION dues to be deducted each biweekly pay period shall remain as originally certified to on such allotment forms by its elected treasurer until a change in the amount of such deductions is certified to by the President and Business Manager and such certification of change is duly transmitted by the President and Business Manager of the UNION to the Civilian Payroll Section of the Defense Finance and Accounting Service.

Section 6

Any such change in the amount of any employee's regular dues with resultant change in the amount of the allotment of such employee per biweekly pay period shall become effective with the first pay period beginning after receipt of the notice of change by the Civilian Payroll Section or a later date if requested by the UNION. Changes in the amount of the Union's dues shall not be made more frequently than once each 12 months.

Section 7

An employee's voluntary allotment for payment of his/her UNION dues shall be terminated with the start of the first pay period following the date on which any of the following occur:

- a. Loss of exclusive recognition by the UNION for the unit in which the employee is assigned.
- b. Movement of the employee by official personnel action (except detail) outside the unit in which the UNION has exclusive recognition.
- c. Separation of the employee for any reason, including death or retirement, or when he/she moves to a position not served by the same payroll office.
- d. Receipt by the Defense Finance and Accounting Service of notice that the employee has been expelled or has ceased to be a member in good standing of the UNION.
- e. When this agreement is suspended or terminated by an appropriate authority.

Section 8

An allotment for the deduction of an employee's UNION dues may also be terminated by the employee through submission to the Defense Finance and Accounting Service of a dues withholding revocation form (Standard Form 1188) or written memorandum properly executed in duplicate by the individual employee. The EMPLOYER will maintain a supply of Standard Forms 1188 for use in revoking an allotment and will make this form available only upon an employee's request. It is the employee's responsibility to see that his written revocation is received in the appropriate office on a timely basis. Termination of allotment under this section shall be effective after the allotment has been in effect for 1 year and thereafter, in the first full pay period following March 1, provided

the revocation is received prior to the said pay period. Upon the receipt, in duplicate, of any such properly executed Standard Form 1188 (or written memorandum) by the Defense Finance and Accounting Service, such official shall immediately transmit the duplicate of such form to the President and Business Manager of the UNION.

Section 9

The UNION shall promptly notify the Defense Finance and Accounting Service, in writing, when any member of the UNION who has an authorized payroll allotment for withholding dues is expelled or for any reason ceases to be a member in good standing.

Section 10

The Defense Finance and Accounting Service shall transmit to the President and Business Manager of the UNION after each pay day all the following:

a. A list in duplicate by name of each employee-member on voluntary allotment with the amount of the allotment deduction made for such employee-member. The list shall include the total monetary amount of all such deductions made and the names of those employees for whom allotments have been permanently or temporarily stopped and the reason therefore; e.g., moved out of the unit, separation, leave without pay, insufficient income during pay period.

b. A check drawn on the Treasurer of the United States and made payable to the President and Business Manager of the UNION in an amount equal to the grand total of all such monetary deductions made. The check will be made payable and sent to the President and Business Manager as identified in accordance with Section 2d of this article.

ARTICLE 10 REDUCTION IN FORCE

Section 1

At least 7 days prior to the issuance of notices to employees involved in a reduction in force (RIF) affecting one or more unit employees, the UNION shall be notified of the approximate number of unit employees to be affected, the date displacement action is proposed, the reasons for the reduction in force. Upon request, a UNION officer or steward may have access to all relevant records pertaining to the reduction in force in the Directorate of Civilian Personnel. The UNION agrees to protect the confidentiality of RIF information until the time and date of public release. The UNION will render its assistance in communicating to employees the reasons for the reduction in force. Whenever feasible, the EMPLOYER will make a reasonable effort to abort or minimize a reduction in force by adjusting the work force by other means, including reassignment where practical, to vacant positions which the operating official has requested be filled.

Section 2

a. Employees competing for retention in RIF will be ranked into three groups according to type of appointment (tenure):

GROUP I - Career employees who are not serving probation and who do not occupy positions reserved for employees who have reemployment rights as a result of military service or transfer.

GROUP II - Career employees who are serving probationary periods, career employees serving in positions reserved because of military service or transfer, and career conditional employees.

GROUP III - Indefinite employees, term employees, status quo employees, and employees serving under temporary appointments pending establishment of registers.

b. Each of these groups is divided into three subgroups - AD for veterans with compensable service connected disability of 30% or more; A for other veterans; and B for non-veterans. Within each subgroup, employees will be ranked by "service dates" which reflect their total Federal service.

ARTICLE 11 CONTRACTING OUT OF WORK

It is understood that decisions regarding contracting out of work are areas of discretion of the EMPLOYER and higher authority. As a matter of agreement between the parties hereto, the Commanding General or his designee will inform the UNION of any proposed contract which would result in a reduction in force of civilian employees in the unit. The EMPLOYER agrees to meet and consult with the UNION on a regular basis, no less than monthly, during the development and preparation of the Most Efficient Organization (MEO) and to consider the input from employees performing the tasks subject to commercial activity review. The UNION agrees to participate as an active member of each team formed to develop the MEO, when the review is large enough to warrant the establishment of a separate Commercial Activity Review Team. The purpose of this cooperation is to insure that the MEO is both cost effective and capable of performing the tasks set forth in the Performance Work Statement.

ARTICLE 12 ENERGY CONSERVATION AND ENVIRONMENTAL PROTECTION

Conservation of our natural resources (including energy) and environmental protection efforts are vital issues to all employees. The parties therefore pledge their support on all action-oriented resource conservation or environmental protection programs which may be designed to conserve resources or preserve environmental conditions.

ARTICLE 13
CUSTOMER RELATIONS

Good customer relations is an important ingredient in the success of any business or service. Customer satisfaction is always our number one goal. To achieve a good customer opinion, the collective effort of all employees is essential. The UNION agrees to actively cooperate and positively assist management in promoting courtesy, tact, service, and friendliness among unit employees when dealing with the customer.

ARTICLE 14
EQUAL EMPLOYMENT OPPORTUNITY

Section 1

Both the EMPLOYER and the UNION have a mutual obligation and a crucial role in the development and implementation of equal opportunity programs for unit members.

Section 2

The parties agree to cooperate actively and positively in their efforts to carry out any such affirmative action plans or programs that may be developed and approved to accomplish equal opportunity for all employees.

ARTICLE 15
PRODUCTIVITY

Section 1

The EMPLOYER and the UNION agree that the development of objectives and/or responsibilities will be a joint effort. Employees and their supervisors shall meet at least semi-annually to discuss objectives and/or responsibilities to be applicable for the coming rating period. The appropriate rating forms will be used and signed by the Ratee (employee), the Rater (supervisor), the Senior Rater and, where Appropriate, the Intermediate Rater. Amendments made during the rating period should be noted with the ratee's and rater's initials and date. The EMPLOYER will make the final decision on the objectives and/or responsibilities.

Section 2

An employee must have been working under the rater's supervision for a minimum of 120 days to receive a rating of record from the Rater. Where a Rater is not able to render a rating due to extended illness, death, reassignment, or resignation, the rating period may be extended or the rating completed by the next level rating official (Intermediate or Senior Rater).

Section 3

The supervisor will discuss the employee's job performance with the employee in private surroundings at least at midpoint of the rating period. If the supervisor has identified shortcomings in the employee's performance, the employee shall be notified as soon as possible when the problem is perceived. The supervisor will suggest ways for the employee to improve and to more satisfactorily perform duties at expected levels. All performance evaluations will be reviewed and approved by the senior Rater. A follow-up discussion may be held after the initial discussion. Prior to the date an employee is eligible for a within-grade increase, the EMPLOYER will review the work of the employee. When a supervisor's review leads to the conclusion that the employee's work is not at an acceptable level of competence, the supervisor will provide to the employee, in writing, as soon as practical before the employee is eligible for the within-grade increase, the following:

- a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level.
- b. What the employee must do to bring his/her Performance up to the acceptable level.

If the employee's performance improves to the successful level 3, the employee's within grade increase will be approved. If the employee's performance has not improved, the EMPLOYER will notify the employee, in writing, that the within-grade increase is being withheld. The notice will include reasons for the action and will also inform the employee of his rights.

Section 4

EMPLOYER agrees to make record of awards available to the Chief Job Steward, Deputy Job Steward, and Union Business Agent.

Section 5

The EMPLOYER agrees to provide a safe and healthful workplace for all employees in accordance with all applicable laws. All employee's, supervisor's and management officials are responsible for prompt reporting of observed unsafe conditions. The EMPLOYER agrees to provide all required Personal Protective Equipment (PPE) which may be required for the employee to perform their normally assigned duties. All PPE must meet current OSHA/ANSI/NIOSH requirements. It is further recognized that each employee has a primary responsibility for his/her own safety and is obligated to know and observe safety rules and safe work practices. Nothing the Employer or Union may say or do should be construed by the employee's as being required to perform unsafe acts.

ARTICLE 16
ARMY INSTALLATION OF EXCELLENCE PROGRAM

Recognizing the vitally important contribution suggestions make toward a better, more efficient, and less costly operation, the UNION shall fully support the Army Installation of Excellence Program as it is implemented in the unit. The UNION shall demonstrate this support by:

a. Designating a representative to participate, when requested by the chairman, in the deliberation of the Incentive Awards Committee with respect to program planning and evaluation.

b. Encouraging unit members to be constantly on the alert for improved methods of job accomplishment and submitting suggestions for possible adoption of such improved methods on DA Form 1045.

ARTICLE 17
ANNUAL AND SICK LEAVE

Section 1

Employees shall accrue annual leave in accordance with the Annual and Sick Leave Act of 1951 as amended. Management has the primary responsibility for determining when and to the extent which annual leave is to be taken, as well as the responsibility for requiring annual leave to be taken when necessitated by circumstances. The following principles shall be followed in scheduling and taking annual leave:

a. Each supervisor who has the administrative authority to approve leave will prepare a leave schedule not later than 1 April of each year for the employees under his/her supervision. In preparing the schedule, the desires of the employees as to the time for taking leave will be considered if possible. In the event that two employees desire to take leave during the same period and management determines that both, due to operational necessity, cannot be approved at the same time, the senior employee as determined by service computation date will be given priority. Determination as to the time and amount of annual leave which is to be granted generally should be on the basis of mutual agreements between the employee and his/her supervisor. The controlling criteria, however, will be workload and operational necessity. As a minimum, the schedule will provide for all employees to take all leave which would otherwise be forfeited at the end of the leave year. To the extent permitted by work conditions, each employee with sufficient leave accumulated or to be earned during the year will be allowed to schedule an extended period of leave for vacation purposes and to utilize any remainder without formally scheduling it so long as the use is approved by the supervisor. If the supervisor determines that it will be necessary to deny leave which has been scheduled, the employee will be informed of the reasons.

b. Annual leave is subject to prior approval by the appropriate supervisor; however, retroactive approval may be given where circumstances warrant. Employees will normally be required to initial annual leave on a time and attendance report prior to going on leave to show that the leave was requested and approved. In cases where the

employee cannot initial the time and attendance report, application for leave and its approval will be made on Standard Form 71, Application for Leave. To the maximum extent possible, consistent with mission requirements, employees will not be denied the use of annual leave which they would otherwise be required to forfeit because of maximum accumulation or forfeiture rules. An employee's failure to secure proper approval may result in disciplinary action.

c. An employee requiring emergency leave will notify his/her supervisor as early as practicable on the first day of absence and not later than 2 hours after reporting time. Such requests for emergency leave will normally be granted for reasonable period unless there are compelling work circumstances to the contrary or unless the employee has been previously notified that his/her requests for emergency annual leave are excessive or questionable. Employees who are granted emergency annual leave may, upon return to duty, be required to substantiate the necessity of such leave by submission of such evidence as is reasonable under the attendant circumstances.

d. The minimum charge for annual leave is 1 hour, and additional charges will be in multiples thereof. The maximum charge for the regularly scheduled workweek is 40 hours (for standby employees, all of the hours in the regularly scheduled tour of duty, including holidays on which the duty was scheduled). Absences of less than 1 hour will not be cumulated from day to day for purposes of charging leave but will be treated separately. Absences caused by tardiness may be charged to annual leave at the discretion of the appropriate supervisor, but, in such cases, the employee will not be required to perform work until the full time charged to annual leave has elapsed.

Section 2

a. The parties recognize the importance of sick leave. The Employer and the employees are responsible to ensure that it is properly used and the Union is responsible for helping to convince employees to use sick leave only when necessary and to accumulate as much as possible to be available in case of serious illness or disability. Sick leave accrues to an employee's credit regardless of the type of appointment (except intermittent appointments) or total creditable service and there is no maximum on the amount that may be accumulated. To the extent that an employee has sick leave accumulated to his/her credit, sick leave shall be available for use when an employee is incapacitated for performance of duty because of one or more of the following circumstances:

- (1). Sickness, injury, pregnancy, or confinement in a hospital.
- (2). Medical, dental, or optical examinations or treatment when it is not feasible to schedule such examinations on nonworkdays.
- (3). When a member of the employee's immediate family is afflicted with a contagious disease that requires the care and attendance of the employee. A contagious disease is one which is subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified time as prescribed by the health authorities having jurisdiction.
- (4). When, through exposure to a contagious disease, the presence of the employee would jeopardize the health of other employees.
- (5). Reasonable amount of time spent traveling to a specialist when one is not available in the local area.

(6). When there is evidence and proper certification that an employee is actually incapacitated for work.

(7). For Family Friendly Leave Act (FFLA) purposes. FFLA allows employees to use their own sick leave to care for family members and for funeral responsibilities of family members. Up to 40 hours of leave may be used in each leave year, as long as the employee has a leave balance. An additional 64 hours may be used as long as the employees sick leave balance remains above 80 hours.

b. Supervisors are responsible for determining in individual cases that the reason for absence warrants the granting of sick leave. Whenever it is found that an absence does not warrant the use of sick leave, it may be charged to annual leave, leave without pay, or AWOL. Determinations regarding the granting of sick leave will be in accordance with the following:

(1). Unless the absence can be foreseen, advance requests for sick leave will not be required. An employee who is absent because of illness will notify his/her supervisor as early as practicable on the first day of the absence, and not later than 2 hours after reporting time. Unless there is reason to doubt that the absence may not be a proper charge to sick leave, approval of the requested period of absence will normally be given at the time of notification. When such notice is not given and circumstances warrant, the absence may be charged to annual leave, leave without pay, or AWOL. Requests for sick leave for medical, dental, or optical examinations or treatment will be made prior to the beginning of the absence. Employees will schedule such examinations or treatment on nonworkdays when possible.

(2). Absence of 3 working days or less will normally not require more than the personal certification of the employee as to his/her incapacity for duty. The employee's initials on his/her time and attendance report may constitute certification. In the event the time and attendance report is not initialed, the employee's personal certification on a Standard Form 71 will be furnished within 1 full pay period following his/her return to duty. When the approving supervisor has a reasonable basis for believing that an employee is abusing the use of sick leave, he/she may require the employee to support all requests for sick leave, regardless of duration, with a doctor's certificate specifically stating that the employee was incapacitated for duty. This notification to the employee will be in writing and will include the supervisor's reason for suspecting misuse of sick leave.

(3). Absences of more than 3 working days will normally require a properly executed medical certificate. However, supervisors may, at their discretion, accept the employee's personal certification on Standard Form 71 except for the blocks labeled "Certificate of Physician or Practitioner." The supervisor will then sign the form, indicating approval, and forward with the time and attendance report.

(4). In cases of prolonged absence due to illness, a medical certificate from the attending physician must be submitted at intervals of 1 month unless the initial certificate specifies the length of time the employee will be incapacitated.

c. When there is reasonable assurance that the employee will return to duty, sick leave will normally be advanced in deserving cases of serious disability or ailment after the employee has exhausted the sick leave to his/her credit in accordance with the following

condition: The advanced credit to an employee's account will never exceed 240 hours at any one time.

d. Annual leave may be substituted retroactively for advance sick leave in order to liquidate an indebtedness to the United States Government. A substitution for the purpose of avoiding forfeiture of annual leave is not authorized. Sick leave accrued after a period of absence will not be substituted retroactively for such absences. Accumulated or advanced sick leave credits will not be applied retroactively to any period of leave without pay which was granted.

ARTICLE 18 DISCIPLINARY AND ADVERSE ACTIONS

Section 1

Discipline is the responsibility of the EMPLOYER; however, disciplinary actions must be based on good or just cause, be consistent with laws and regulations governing such actions, and be fair and equitable. The parties agree that primary emphasis should be placed on preventing situations which may result in disciplinary actions through effective employee-management relations. When it is determined by the EMPLOYER that disciplinary action is necessary, the employee will be informed of the reasons which cause the action to be necessary. When an employee is given written notice concerning disciplinary action or adverse action, he/she shall be provided an extra copy and informed that it is for his/her representative or the UNION, if he/she so desires.

Section 2

An employee shall be given the opportunity to be represented by the UNION at any examination of said employee by a representative of the EMPLOYER in connection with an investigation concerning misconduct of an employee, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

ARTICLE 19 GRIEVANCES

Section 1

A grievance is defined as any complaint by any unit employee concerning any matter relating to the employment of the employee; by any labor organization, concerning any matter relating to the employment of any unit employee; or by any employee, labor organization, or agency concerning the effect or interpretation or a claim of breach of this agreement or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2

Since most grievances arise from situations which can be settled promptly and satisfactorily informally and at the lowest or immediate supervisory level, the parties agree that they will expend every reasonable effort to do so.

Section 3

An employee or group of employees desiring to file a grievance will use the negotiated grievance procedure as outlined in Article 20. This procedure shall be the only procedure available to unit employees and the union for the resolution of grievances or disputes concerning matters affecting conditions of employment, except in adverse action cases, actions based on unacceptable performance, and discrimination cases. In these cases, the employee may choose the negotiated or statutory procedure, but not both. This procedure shall not be applicable to any grievance which:

- a. Concerns any claimed violation relating to prohibited political activities.
- b. Concerns retirement, life insurance, or health insurance.
- c. Concerns a suspension or removal for national security.
- d. Concerns any examination, certification, or appointment.
- e. Concerns the classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Stems from non-selection for promotion from a group of properly ranked and certified candidates.
- g. Encompasses an action terminating a temporary promotion within a maximum period of 2 years and returning the employee to the position from which he/she was temporarily promoted, or reassigning or demoting him/her to a different position that is not at a lower grade or level than the position from which he/she was temporarily promoted.
- h. Provides as a basis the non-adoption of a suggestion or disapproval of a quality salary in increase, performance award, or other kind of honorary or discretionary award.
- i. Involves a preliminary warning or notice of an action which, if effected, would then be grievable under this agreement.
- j. Involves termination of probationary employees or temporary employees with a definite time limitation, term employees, or annuitants on or before the expiration date of appointment.
- k. Involves allegations of mismanagement when no form of personal relief to the employee is appropriate.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1

The purpose of this article shall be to establish a procedure for resolving grievances arising out of the work situation. This procedure will be the only grievance procedure available to employees and the UNION for resolution of grievances covered by the terms of this agreement although the establishment of such procedures will not preclude an

employee or group of employees in that unit from bringing grievances, complaints, or matters of personal concern to the attention of appropriate management officials and having such matters adjudicated without intervention or representation of the UNION. However, the UNION shall have the opportunity to be present during the grievance proceeding.

Section 2

Questions as to interpretation of published Department of the Army or Department of Defense policies or regulations, provisions of law, or regulations of appropriate authorities outside the Department of Defense, shall not be subject to this grievance procedure regardless of whether such policies, laws, or regulations are quoted, cited, or otherwise incorporated or referenced in this agreement. To assist in the resolution of such questions, the following referral procedure is provided:

a. The Director of Civilian Personnel, upon receipt of a written grievance and upon agreement with the UNION that the sole issue is the interpretation of a regulation or policy, will compile a record of facts bearing on the case, including citation of the regulation or policy involved, a copy of the employee's grievance, and any other supporting material.

b. The UNION will be given the opportunity to review this submission and to submit such written comments as it may desire as a part of the record.

c. The file will be forwarded through command channels to the proponent of the regulation or policy for official interpretation.

d. Upon receipt of the official interpretation, the UNION shall be notified in writing. The Official interpretation shall be binding on both parties.

Section 3

In exercising their right to seek resolution of complaints and grievances, employees and witnesses shall be free from any and all restraint, interference, coercion, discrimination, or reprisal.

Section 4

An employee may use this procedure in processing grievances on his/her own behalf.

Section 5

The parties agree that, in the interest of harmonious, cooperative relationships and expeditious resolution of problems, differences regarding interpretation and application of the agreement should, whenever possible, be resolved informally at the lowest supervisory level.

Section 6

Grievances raised by employees or the UNION may also involve a possible violation of Section 7116 of Title VII of the Act. In such cases, the aggrieved party may elect to grieve under the applicable grievance procedure or may elect to file an unfair labor practice complaint, but not both.

Section 7

Grievances raised by employees or the UNION must be filed within 15 workdays or 21 calendar days, whichever is less, after the act or specific incident giving rise to the grievance. This time limit may be extended under circumstances which are determined by the EMPLOYER to warrant special consideration.

Section 8

The following procedures will be followed in the processing of grievances initiated by employees:

a. **FIRST STEP.** The employee or group of employees, along with the steward assigned to their work area or other designated UNION representative, will present the grievance either orally or in writing to the immediate supervisor pointing out the specific item(s) in the agreement or condition(s) of employment which are at issue. The employee may elect to initiate the first step discussion with a higher level supervisor if he/she feels that discussion with the immediate supervisor would be prejudicial to his/her interests. The supervisor contacted will discuss the matter promptly and review the situation impartially. If pressing work requirements or other good reasons prevent prompt discussion, the grievant will be provided an explanation and an expected time when the discussion can be held. If the matter is within the scope of the supervisor's authority, an effort will be made to work out a mutually satisfactory solution. If not, or if the matter cannot be resolved, the discussion will serve as a basis for clarifying the problem and making a tentative determination as to the appropriate official to consider the matter in the second step.

b. **SECOND STEP.** If the grievance has not been resolved as a result of the first step discussion and the employee desires to pursue it, he/she will reduce the grievance to writing by completing Section 1 of the Grievance Form (Appendix A) and present it to the steward or other designated UNION representative as selected in Step 1 who will complete the applicable portion of Section 2 of the form and give it to a UNION officer. The UNION officer will investigate the matter and complete Section 2. If he/she determines the grievance merits no further consideration, he/she will so indicate on the form and return the form to the supervisor who participated in the first step discussion. The matter will then be considered closed and may not later be reopened. If the UNION officer indicates the grievance should be given further consideration, he/she will so indicate within 10 workdays after the first step discussion. The Supervisor will promptly deliver the form to the management official below the Commanding General having authority to make decisions on the matter. The management official will arrange for the second step meeting to be held within 10 workdays of his/her receipt of the Grievance Form, or as soon thereafter as possible when circumstances preclude having the meeting within 10 workdays. The meeting will include the grievant, the UNION officer, and other employees or officials who have information necessary for resolution of the decision by the responsible official. The official who considers the grievance at this level will complete Section 3 of the Grievance Form and attach a memorandum showing the Consideration accorded the grievance and his/her decision regarding the requested relief. The Grievance Form and three copies of the attachment will be delivered to the UNION within 10 workdays after the second step discussion when possible. If the decision is

acceptable to the employee or the UNION, the UNION officer will so indicate in Section 3 and forward the Grievance Form and one copy of any attachments to the deciding official. The matter will then be considered closed and may not later be reopened.

c. **THIRD STEP.** If the decision reached as a result of the second step discussion is not acceptable to the employee, and the UNION agrees to pursue the grievance further, the President of the UNION or his/her designee will complete section 4 attaching his/her reasons why the decision is not acceptable and request that the matter be referred to arbitration. The form may then be submitted to the Director of Civilian Personnel, US Army Field Artillery Center and Fort Sill, Fort Sill, OK 73503. The Grievance Form must be received by the Director of Civilian Personnel within 10 workdays after the UNION officer received the second step decision.

d. The above procedure (Steps 1, 2, and 3) will be bypassed when a grievance requests the withdrawal of a letter of reprimand; results from a suspension of 14 days or less; results from RIF; is a result of management-directed reassignment, or other actions where, because of the formal nature of the actions involved and the previous consideration that has been extended to the employee, the previous consideration to such issues substitutes for the informal procedures. The employee will, after completing Section 1 of the grievance Form, submit the grievance directly to the President of the UNION or his/her designee within 15 work days or 21 calendar days, whichever is less, after the effective date of the act giving rise to the grievance or receipt of the decision letter which effectuates the action. If the President of the UNION or his/her designee determines that the grievance should be submitted to arbitration, he/she must complete Section 4 of the Grievance Form and submit it to the Director of Civilian Personnel, US Army Field Artillery Center and Fort Sill, Fort Sill, OK 73503, within 10 workdays days after receipt of the Grievance Form from the employee.

Section 9

The following procedures will be followed in processing grievances initiated by the UNION:

a. **FIRST STEP.** The appropriate UNION officer will contact the supervisor or management official responsible for the action giving rise to the grievance within 15 workdays or 21 calendar days, whichever is less. An attempt will be made to resolve the matter informally through discussion and both parties will make a sincere effort to reach a mutually satisfactory agreement. If agreement cannot be reached, the first step discussion should serve to clarify the problem and specifically define the area of disagreement.

b. **SECOND STEP.** If the grievance is not resolved in the first step discussion and the UNION wishes to pursue it further, the UNION officer will reduce it to writing by completing Section 1 of the Grievance Form. The UNION officer will deliver the Grievance Form to the responsible official below the Commanding General having authority to make decisions on the matter within 10 workdays after the first step discussion. The official who receives the form will complete Section 3 and attach a memorandum showing the consideration accorded the grievance and his/her decision regarding the requested relief. The Grievance Form, with three copies of the attachment, will be delivered to the UNION officer within 10 workdays from the date the form was received, when possible. If the decision is acceptable to the UNION, the UNION officer

will so indicate in Section 3 and forward the form and one copy of any attachment to the deciding official. The matter will then be considered closed.

c. **THIRD STEP.** If the decision reached as a result of the second step discussion is not acceptable to the UNION, the President of the UNION or his/her designee will complete Section 4 of the grievance Form attaching his/her reasons why the decision is not acceptable and request that the matter be referred to arbitration. The form will then be submitted to the Director of Civilian Personnel, US Army Field Artillery Center and Fort Sill, Fort Sill OK 73503. The Grievance Form must be received by the Director of Civilian Personnel within 10 workdays after the UNION officer received the second step decision.

Section 10

Failure on the part of the EMPLOYER to respond in compliance with the prescribed time limits in Sections 8 and 9 above will permit the UNION to proceed to the next step. Failure on the part of the UNION to comply with the prescribed time limits will render the grievance void and the subject matter may not be reopened.

Section 11

No union official shall be allowed to handle grievances to the degree that such representational duties unduly interfere with the performance of his/her EMPLOYER-assigned duties.

Section 12

Disputes as to whether a matter is grievable or arbitrable under the provisions of this agreement, if not resolved by the parties, shall be submitted to arbitration in accordance with Article 21.

ARTICLE 21 ARBITRATION

Section 1

Arbitration provided in this article may be invoked only by the UNION or the EMPLOYER. It may be invoked by the UNION only to resolve grievances processed through the negotiated grievance procedure of Article 20 and which the UNION President requests be submitted to arbitration. It may be invoked by the EMPLOYER to resolve matters involving the agreement which the parties have not resolved through informal efforts. For EMPLOYER-initiated arbitration, the Director of Civilian Personnel shall provide the UNION written notification of the specific matter or matters for which arbitration is requested. In such cases, the arbitrator shall be selected, reimbursed for fees and expenses, conduct hearings, and make awards in accordance with the provisions of Sections 2 and 3 below governing the use of UNION-initiated arbitration.

Section 2

- a. Within 10 workdays after receipt by the Director of Civilian Personnel of a properly completed Grievance Form containing the union's request for arbitration, the parties shall meet for the purpose of reaching agreement on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of seven impartial people qualified to act as arbitrators.
- b. The parties shall meet within 3 workdays after the receipt of such list to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, then the EMPLOYER representative and the UNION representative shall each strike one arbitrator's name from the list of seven and shall then repeat this procedure two times. The remaining name shall be the duly selected arbitrator.
- c. Within 10 workdays after selection of the arbitrator and receipt of his/her consent to arbitrate the matter, the EMPLOYER shall forward the entire file to the arbitrator. The method to be used in arbitrating the grievance or dispute is under the arbitrator's jurisdiction and control, subject to such rules and procedures as the parties may jointly prescribe. He/she is to make his/her own awards which shall be reasoned and write opinions based on the record established. He/she may not delegate this duty and responsibility to others in whole or part without the knowledge and prior consent of both parties. The power of the arbitrator may be exercised in the absence of either party who, after due notice, fails to be present or obtain a postponement. The award of the arbitrator, however, must be supported by evidence. It cannot be based solely upon the default of one of the parties.
- d. The award shall be made not more than 30 days from the date of the closing of the hearings, or the receipt of a transcript and any post-hearing briefs, or if oral hearings have been waived, then from the date of receipt of the final statements and proof by the arbitrator, unless otherwise agreed upon by the parties.
- e. The arbitration hearings shall normally be held during the regular day shift hours of the normal basic workweek. The aggrieved and not more than two UNION representatives and those employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.
- f. The arbitrator's reasoned award shall be mailed to the EMPLOYER, the aggrieved, and the UNION.
- g. The arbitrator's fees and expenses shall be borne equally by the EMPLOYER and the UNION, provided that travel and per diem will be paid at not more than the maximum rate payable to Department of Defense employees under applicable regulations. The EMPLOYER and the UNION shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings
- h. The EMPLOYER or the UNION may request elimination of previously requested arbitration at any time prior to the arbitrary hearing. If mutually acceptable to both parties, such a choice is binding on both the employee and the UNION. In such cases, the decision rendered by the deciding official at Step 2 (major activity director) of the Negotiated Grievance procedure shall be accepted as final unless it has been subsequently

modified and the modified decision, which shall be final, has been transmitted to the aggrieved and the UNION.

Section 3

The arbitrator's award shall be confined to the issues submitted to him/her and shall be based on the provision or provisions of the agreement in question. The arbitrator shall have no power to add to or subtract from, to disregard or modify, any of the terms of this or any agreements made by the parties.

Section 4

The arbitrator's award is binding on both parties, except that either party may file exceptions to the award with the Federal Labor Relations Authority.

ARTICLE 22 MERIT PROMOTION AND STAFFING

The Southwest Region Merit Promotion and Placement Plan (MPP) is considered by both parties of this agreement as the staffing guide for civilian staffing and promotion for the unit employees at Fort Sill. The parties agree to consult or confer on any change, modification, and/or revision of this plan which would affect conditions of employment of unit employees prior to any such change being effected.

ARTICLE 23 REST PERIODS

Section 1

Employees whose work situations meet one of the following criteria will be granted a rest period of 15 minutes during each 4 hours of continuous work:

- a. Hazardous work or that which requires continual and/or considerable physical exertion and rest periods are needed for protection of employees' health.
- b. Where there is a need to reduce the accident rate by removal of fatigue potential.
- c. Where the work is in confined spaces or in areas where normal personal activities are restricted.
- d. Where an increase in or maintenance of high quality and/or quantity production is traceable to the rest period.

Section 2

When there are unusual work requirements of an urgent nature to be met, the supervisor may determine that an otherwise authorized rest period will not be granted to an employee or group of employees.

ARTICLE 24
ENVIRONMENTAL DIFFERENTIAL PAY

Section 1

The EMPLOYER agrees that it is the supervisor's responsibility to request appropriate Environmental Differential Pay.

Section 2

When the UNION determines that a local work situation warrants coverage under payable categories of 5 CFR Part 532, Subpart E, Appendix A or 5 CFR Part 550, Subpart I, Appendix A, it will notify the Director of Civilian Personnel of the title and location of the position(s) and nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from that exposure, is of an unusual nature. Within 15 days of the receipt of the union's position, the parties will meet for the purpose of consulting on the issue. If the EMPLOYER representative's decision on the matter is not acceptable to the UNION, the UNION may request that the EMPLOYER submit the case to the Department of the Army for resolution. The EMPLOYER will comply with this request in all cases.

Section 3

When the UNION or the EMPLOYER determines that there is a need to establish additional categories to Appendix A of 5 CFR Part 532 or Appendix A, 5 CFR Part 550, Subpart I, for which an environmental differential should be paid, it will notify the other party of the proposed changes and include information showing:

1. the nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from that exposure is of an unusual nature;
2. the degree to which the employee is exposed to the hazard, physical hardship, or working conditions;
3. the period of time during which the exposure will continue to exist;
4. the degree to which control may be exercised over the physical hardship, hazard, or working condition; and
5. the rate of environmental differential recommended to be established.

Within 15 days of the receipt of the proposal, the parties will meet for the purpose of developing a joint request to establish the new category. If the parties cannot agree upon a joint request, they may prepare individual proposals for transmittal by the EMPLOYER to the Department of the Army for resolution.

Section 4

The EMPLOYER shall notify the UNION in advance of changing the pay of employees affected by the determination that a job or jobs are no longer entitled to environmental differential pay.

ARTICLE 25
LABOR MANAGEMENT RELATIONS TRAINING

Section 1

The EMPLOYER agrees to grant administrative leave to employees who are UNION representatives and otherwise in a duty status, for the purpose of attending UNION sponsored training sessions, provided the training is of concern to the employees in their capacities as UNION representatives and to the employees in the Teamsters bargaining unit. Administrative leave for this purpose shall not exceed 40 hours for Chief and Deputy Chief job stewards and 24 hours for job stewards, within a 12-month period.

Section 2

Stewards designated to attend UNION sponsored training must have been properly designated as UNION stewards to the EMPLOYER, a minimum of 30 days from the date of the expected training and must be expected to be able to remain in their present position for a reasonable period of time after completion of the training.

Section 3

Requests for administrative leave under this section will be submitted to the Director, Directorate of Public Works, not later than 2 weeks prior to the scheduled training. The UNION agrees to pay all training costs approved under Section 1 above.

Section 4

The EMPLOYER agrees to notify the UNION and permit a UNION representative to be present at any training sessions of bargaining unit employees concerning implementation of the terms of this negotiated agreement. The UNION agrees to provide a representative, upon request of the Director or Deputy Director of Public Works, to provide a UNION perspective to managers and supervisors concerning training regarding the administration of this agreement. Such training will be on official duty time for training for all attendees.

Section 5

UNION officials and representatives may request authorized official time to attend EMPLOYER sponsored training on Fort Sill of concern to the UNION. Such requests are subject to space available requirements and the ability of the organization to excuse the official or representative from assigned duties.

Section 6

Upon request and subject to normal security limitations, the UNION shall be granted authority to conduct up to two membership drives of 30 days duration each per year. Such activities will be restricted to before and after duty hours, during normal breaks and lunch periods only. Subject to availability, the EMPLOYER agrees to furnish up to two easels for such drives. The UNION agrees to promptly return any loaned equipment after

use and in good working condition. The EMPLOYER agrees to provide copy machine service at cost.

ARTICLE 26 UNFAIR LABOR PRACTICE

The EMPLOYER and the UNION will refrain from such acts of commission or omission which constitutes Unfair Labor Practices as identified in Section 7116, Title VII of the Civil Service Reform Act. In the interest of maintaining a harmonious and cooperative relationship by attempting resolution of differences at the local level, either party desiring to file an Unfair Labor Practice Charge under Section 7116 of the Act, other than Section 7116(b)(7), must take the following action first:

a. A written charge alleging the Unfair Labor Practice must be filed directly with the party or parties against whom the charge is directed.

b. The charge must contain a clear and concise statement of the facts constituting the Unfair Labor Practice, including the time and place of occurrence of the particular acts.

c. The parties shall meet no later than 10 calendar days after filing a written charge to investigate the allegation and attempt to resolve the matter. If the parties can agree upon a resolution, a Memorandum of Understanding will be developed and signed by the parties. If resolution cannot be agreed upon, the charged party will deliver to the charging party a written decision within a 30-day period which begins upon receipt of the charge. The charging party, upon receipt of the written decision or expiration of the 30-day period, whichever is shorter, may then file the Unfair Labor Practice complaint with the General Counsel.

ARTICLE 27 DURATION OF AGREEMENT AND CHANGES

Section 1

This agreement shall remain in full force and effect for 3 years from the date of approval. Thereafter, the agreement will be automatically extended for 3-year periods from the anniversary date unless either party gives written notice to the other party during the period of 60 to 105 calendar days prior to the end of the 3-year period, of its desire to modify or to terminate this agreement. If either party gives notice as aforesaid to the other party, representatives of the two parties shall meet within 20 days from receipt of said notice to discuss further negotiations or other courses of action. Either party giving notice of desire to modify this agreement shall, at the same time such notice is given, provide the other party specific written proposals on all matters about which it desires to negotiate.

Section 2

This agreement shall terminate automatically effective on the date when it has been determined by appropriate authority that the UNION is no longer entitled to exclusive recognition in the unit which this agreement covers.

Section 3

Except when mutually agreed by both parties or when required to conform with the provisions of Article II, Section 8, changes and/or supplements to this agreement shall be considered only during the period of 60 to 105 calendar days prior to the anniversary date of its approval.

Section 4

Modification or amendment of this agreement resulting from changes required to conform with the provisions of Article 2I, Section 8, the implementation of which is mandatory and not discretionary with the EMPLOYER, will be made by written notification to the UNION indicating the modification and the basis therefor. When changes in law or regulations of appropriate higher level authorities require changes to an existing provision of this agreement, about which the EMPLOYER has discretion, the EMPLOYER will consult and/or confer with the UNION prior to implementing the changes. Either party may request negotiations concerning the part of the implementation which is discretionary with the EMPLOYER and which materially affects and has a substantial impact on personnel policies, practices, and general working conditions. Such requests will be made by written notification to the other party indicating the modification and the basis therefor.

Section 5

When there are changes in personnel policies and practices and matters affecting working conditions, which are not included in this agreement and which are discretionary with the EMPLOYER, the EMPLOYER will notify and consult with the UNION prior to implementing the changes. The UNION shall have the opportunity, if requested within a reasonable length of time, to negotiate those changes which materially affect and have a substantial impact on personnel policies, practices, and general working conditions. The parties agree to conduct such negotiations in good faith, however, the parties recognize that public interest and mission accomplishment are paramount and agree that any delays due to such negotiations will not act to negate the Employer's rights and responsibilities under Article 3 of this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 3rd DAY OF September, 1997.

NEGOTIATION COMMITTEE

FOR MANAGEMENT

FOR THE UNION

Chief Negotiator

Chief Negotiator

Member

FOR DIRECTORATE OF PUBLIC WORKS:

FOR TEAMSTERS LOCAL 886:

Director of Public Works

Business Agent

APPROVED:

DATE

President
Teamsters Local 886

DATE

Commanding