

BASIC AGREEMENT

MCALESTER ARMY AMMUNITION PLANT

MCALESTER, OKLAHOMA

AND

AMERICAN FEDERATION OF

GOVERNMENT EMPLOYEES

LOCAL 2815

NAF

EFFECTIVE DATE

15 APRIL 1999

TABLE OF CONTENTS

ARTICLE TITLE	PAGE
PREAMBLE.....	1
1 PURPOSE.....	2
2 RECOGNITION AND UNIT DETERMINATION.....	2
3 RIGHTS OF THE UNION.....	4
4 RIGHTS OF THE EMPLOYER.....	5
5 PROVISIONS OF LAWS AND REGULATIONS.....	7
6 MATTERS APPROPRIATE FOR NOTIFICATION OR NEGOTIATION.....	7
7 UNION REPRESENTATION.....	10
8 TOURS OF DUTY.....	14
9 HOLIDAYS.....	15
10 ANNUAL LEAVE.....	15
11 SICK LEAVE.....	17
12 LEAVE OF ABSENCE.....	19
13 ADMINISTRATIVE EXCUSALS.....	20
14 OVERTIME.....	21
15 SAFETY AND HEALTH.....	22
16 FOOD SERVICES.....	24
17 DISCIPLINARY ACTION.....	25
18 GRIEVANCE PROCEDURES.....	26
19 ARBITRATION.....	34
20 WAGE SURVEYS.....	36
21 CIVIC AND PLANT RESPONSIBILITIES.....	36
22 BUSINESS BASED ACTIONS.....	37
23 ASSIGNMENT OF TEMPORARILY DISABLED EMPLOYEES.....	37
24 GOVERNMENT POLICY ON EMPLOYEE DEBTS.....	38
25 EQUAL EMPLOYMENT OPPORTUNITY.....	38
26 NEPOTISM.....	39
27 ENVIRONMENTAL PAY.....	39
28 COMMITTEE ASSIGNMENT.....	41
29 PUBLICITY.....	41
30 PRODUCTIVITY.....	42
31 CONTRACTING OUT OF BARGAINING UNIT WORK.....	43
32 PAYROLL DEDUCTION FOR UNION DUES.....	43
33 COMPENSATION.....	47

TABLE OF CONTENTS (Con't)

ARTICLE	TITLE	PAGE
34	DURATION OF AGREEMENT.....	48
35	COMPRESSED WORKWEEK.....	49
36	RECORD KEEPING.....	53
37	VOTING.....	53
38	TRAINING.....	54
39	ANNUAL PERFORMANCE RATINGS.....	56
40	DETAILS/TEMPORARY PROMOTION.....	56
41	AWARDS.....	58

PREAMBLE

Pursuant to policy set forth in Public Law 95-454, the following Articles constitute an agreement by and between the Army Ammunition Plant, McAlester, Oklahoma, hereinafter referred to as the "Employer", and Local 2815, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1

PURPOSE

It is the intent and purpose of the parties to this agreement to promote and improve the efficient and harmonious administration of the Federal Service and the vital mission which has been assigned to AAP, McAlester; the well-being of employees within the meaning of Public Law 95-454 to establish a basic understanding relative to personnel policies, practices, and procedures, and other matters affecting conditions of employment which are within the administrative authority of the Employer, and to provide a means for amicable discussion and adjustment of matters of mutual interest. Primary responsibility and authority for negotiating, approving at activity level, and administering this agreement for AAP, McAlester rest with the Commanding Officer; on the part of the Union, primary responsibility and authority rests with the President of the Union.

ARTICLE 2

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section 2). The Union recognizes its responsibility of representing the interest of all such employees without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, practices, and procedures, or other matters affecting their general conditions of employment, subject to the express limitations set forth elsewhere in this agreement.

Section 2. The recognized unit to which this agreement is applicable includes all non-appropriate funds employees of the Department of the Army, McAlester Army Ammunition Plant, McAlester, Oklahoma. Excluded from the unit are all professional employees, management officials, supervisory officials, and individuals described in 5 U.S.C. 7112(b) (3) (4) (6) and (7) of the Statute. Subsequent references herein to “employee” and “employees” will be understood to apply only to the employees of the recognized unit represented by the Union.

Section 3. The Employer agrees that, at the time of indoctrination, eligible unit employees will be advised of the following by a designated union representative.

- a. AFGE’s exclusive recognition
- b. Membership is at employee’s option
- c. Stewards available in areas

The Employer agrees it will maintain a neutral position. The Union agrees to refrain from conducting internal union business during employee orientation. Each eligible unit employee will be furnished a copy of the Basic Agreement at the time of orientation.

The Employer agrees to allow a Union representative a reasonable amount of time (10-30 minutes depending on the number of employees) to address new employees. This is in lieu of the Union attending the entire orientation wherein conditions of employment may be addressed.

ARTICLE 3

RIGHTS OF THE UNION

Section 1. The Employer and the Union agree that employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of its views to authority. The Employer shall take such action consistent with law or with directives from higher authority, as may be required in order to assure the employees are apprised on the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced within the activity to encourage or discourage membership in the Union.

Section 2. The terms of this agreement do not preclude any employees of the Unit or the agency from bringing matters of personal concern to the attention of appropriate officials of the Army in accordance with applicable law, rule, regulation, or from choosing his/her own representative in a grievance or appellant action, except when presenting a grievance or appeal under the Negotiated Grievance Procedure provided in Article 18.

Section 3. No employee will participate in any employee-management activity as a member, officer, or agent of the Union unless authorized by the Union.

Section 4. An employee is not authorized by Public Law 95-454, to assist a labor organization or participate in its management or represent it if such activity could result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 5. Nothing in the agreement 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. This provision shall apply to all supplementary, implementing, subsidiary, or informal agreements between the parties.

ARTICLE 4

RIGHTS OF THE EMPLOYER

Section 1. Nothing in this Agreement shall affect the authority of any management official of the Employer.

- a. To determine the mission, budget, organization, numbers of employees, and internal security practices of the Plant; and
- b. In accordance with applicable laws –
 - 1) To hire, assign, direct, layoff, and retain employees within the Plant 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 Plant operations shall be conducted.
- 3) With respect to filling positions, make selections for appointment to positions from among properly ranked and certified candidates for promotion, or from any other appropriate source.
- 4) To take whatever actions may be necessary to carry out the agency mission during emergencies.
- 5) To determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods and means of performing work.
- 6) The Employer acknowledges that the above sections of this article, nor any other provision of this Agreement, negates the Union's right to negotiate on the permissive subjects of bargaining set forth in 5 U.S.C 7106(b) (1) and for which negotiations are required by E.O. 12871.

ARTICLE 5

PROVISIONS OF LAWS AND REGULATIONS

Section 1. This agreement represents those conditions of employment which have been negotiated by the Employer and the Union, and it is recognized that this agreement is not all inclusive. Accordingly, it is agreed and understood by the Employer and the Union that existing and future rules and regulations of the Employer and of higher authority not inconsistent with the provisions of this agreement are binding upon the parties. Where provisions of this agreement conflict with regulations of the Employer or higher authorities, this agreement shall take precedence, except where such provisions are inconsistent with any Federal law or any Government-wide rule or regulation or inconsistent with any agency or primary national subdivision rule or regulation for which the Federal Labor Relations Authority determines that a compelling need exists.

ARTICLE 6

MATTERS APPROPRIATE FOR NOTIFICATION OR NEGOTIATION

Section 1. It is agreed that matters appropriate for notification and/or negotiation between the parties shall include personnel policies and conditions of employment, including but not limited to such matters as safety, training, labor- management cooperation, employee services. Methods of adjusting grievances, leave practices, promotion plans, demotion practices, business based actions, and hours of work, which are within the discretion of the Employer.

These matters relate to policy changes, not day-to-day operations or individual dissatisfactions. Negotiations will be in accordance with the provisions of Public Law 95-454 and the terms of this Agreement.

Section 2. The obligation to meet and negotiate does not include matters with respect to the mission of the Plant, its budget, its organization; its internal security practices; the number of employees; the numbers, types, and grades of positions or employees assigned to an organizational subdivision work project, or tour of duty; and the technology, methods and means of performing work. This does not preclude the parties from negotiating appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological changes.

Section 3. This agreement does not alter the responsibility of either party to meet with the other to advise or discuss and conscientiously see mutually satisfactory solutions to other matters not covered by this Agreement but otherwise appropriate for such discussions. This responsibility does not infer negotiations within the meaning of Public Law 95-454.

Section 4. The right to make reasonable rules and regulations shall be considered an acknowledged function of the Employer. In making rules and regulations relating to policy, procedures, and practices, and conditions of employment, the Employer shall meet its obligation to negotiate when required by Public Law 95-454.

However the obligation to negotiate does not include matters with respect to the mission of the Plant; its budget, its organization; the numbers, types, and grades of positions or employees assigned to an organizational subdivision, work project, or tour of duty; or the technology, methods, and means of performing work.

Section 5. By mutual consent of the parties this Agreement may be opened for amendment at any time it is considered that a portion of the Agreement is unworkable or in need of revision. Any request for such amendment shall be in writing and must be accompanied by a summary of the amendment proposed. Within thirty (30) working days after such request, representatives of the Employer and the Union will meet to negotiate the matter and no changes other than those proposed shall be considered. Amendments shall be evidenced in writing duly executed by both parties. No other type of change in this Agreement shall be recognized unless to comply with changes in laws, rules, or regulations.

Section 6. Proposed Plant rules or regulations which are to be published as a Plant instruction/regulation/circular and which make changes in conditions of employment, will be provided to the Union normally seven (7) days in advance of publication. The Union, if it desires to negotiate or discuss, as appropriate, the decision (if negotiable) or the impact and implementation, will advise the Employer in writing at least three (3) work days prior to the date of publication. If the Employer receives

a request to negotiate/discuss, the parties will meet at a mutually agreed upon time, usually within one (1) week to discuss/negotiate, as appropriate, the proposed changes. The Union will acknowledge receipt by initialing and dating proposed publication. The Employer will acknowledge the request to negotiate by initialing and dating the request.

ARTICLE 7

UNION REPRESENTATION

Section 1. In order that the Union may properly represent the employees in the bargaining unit, the Employer agrees to recognize the Union Stewards, Chief Stewards, and the following officers: President, 1st Vice-President, 2nd Vice-President, Financial Secretary, and Recording Secretary. The number of stewards, including the Chief Steward(s), shall be a reasonable number. The Officers, Chief Stewards, and Stewards who are members of the unit will be permitted to function in accordance with the provisions of this agreement. Stewards will be recognized by the Employer if they are duly authorized by the Union. The Union shall furnish the Employer, in writing, and shall maintain with the Employer on a current basis, the names of all authorized stewards and officers and their assigned representational area. Labor-management business authorized by this agreement at the immediate and division head supervisory level shall be conducted by the Steward. Labor-management business above the division head level shall normally be conducted by one of the Chief Stewards, elected officials, or national representative. Nothing in this section is intended to abrogate the rights of the union to assign any representative to a case when the situation warrants such assignment.

Section 2. Labor-management business authorized by this agreement are as follows:

- a. Discussion of complaints or potential grievances with the employee(s) concerned.
- b. When acting as the officially selected representative of a grievant, investigation of grievances or appeals being processed under the negotiated grievance procedure.

- c. Discussion of complaints or potential grievance with management personnel concerned.
- d. Presentation of a grievance or appeal to management, including presentation of a grievance or appeal to a third party.
- e. Attendance, as the Union representative, at formal discussions between management and employee(s) concerning grievances when the aggrieved employee does not have the Union represent him/her.
- f. Attend meetings with management.
- g. Performance or representational functions where time is authorized pursuant to, and consistent with, applicable statutes, regulations. Executive orders, and provisions of this agreement, e.g., (but not limited to) discrimination complaints and appeals from adverse actions.
- h. A reasonable amount of official time will be allowed for Officers, Stewards, and Chief Stewards authorized by this agreement to perform the above representational function.

Section 3. It is agreed that internal Union business will not be conducted on official time.

Section 4. Union Officers, Chief Stewards and Stewards, when leaving their work to transact appropriate labor-management business during regular working hours, shall first obtain permission from their immediate supervisor and shall at that time inform their supervisor of the general nature of the business to be transacted, including the name of

business to be transacted, including the name of the grievant/complainant or management official to be contracted, the work location to be visited, and the approximate duration of the absence. To facilitate the release to perform authorized representational functions, the Steward, Chief Steward, or elected Officer will, immediately upon becoming aware of the requirement to perform such duties, including scheduled appointments, will notify their immediate supervisor. Supervisory permissions in these instances, i.e., where timely notice is given, will be granted promptly except where work load and manpower requirements make it impractical to release the Steward, Chief Steward, or Officer. If the Steward, Chief Steward, or Officer cannot be spared at the requested time, the supervisor shall inform him/her of the time he/she can be granted permission to leave the job and/or work location. Upon entering a shop or work area under the control of a supervisor, other than his/her own, the Union Officer, Steward, or Chief Steward shall contact the supervisor, identify himself/herself, confirm the general nature of business, and the identity of the employee he/she wishes to contact. Contacts between employees and Stewards, Chief Stewards, and Officers will normally take place within the immediate vicinity of the employee's work area in a location as private as possible.

Section 5. Recognized Union Stewards will normally perform assigned representational functions within his/her assigned representational area. The Union agrees that representational area for Stewards will be assigned by the Union based on employee concentration/geographical location. Employees represented in the assigned work area shall, insofar as practical, consist of a reasonable number of employees, which shall include the Steward's immediate and adjacent work area.

Section 6. The Union agrees that it will guard against the use of unreasonable official time whenever business of any nature is transacted during working hours, and that only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

Section 7. The Employer agrees that Officers of the Union, National Officers of the AFGE and other duly designated representatives of the Union, who are not active employees of the Employer, will be admitted to the Activity upon approval of a request to the Employer by the Union for the purpose of meeting with officials of the Employer during work hours. Such visits shall be governed by the security program and the Employer reserves the right to require that such visitors be escorted by an approved Union representative during his stay at the Activity.

Section 8. The Employer agrees that paid employees of Local 2815 will be provided with appropriate badge and decals to enable that person to take care of administrative and clerical duties required of the position and to attend meetings with the Employer.

Section 9. The Employer agrees that a reasonable amount of official time will be allowed to Officials of the Union in the performance of duties in administering this agreement.

Section 10. The Union may designate a reasonable number of representatives (not to exceed three (3) plus a recording secretary, who will be at no expense to the Employer) from the unit who will meet with an appropriate management Official, or his designee, at regular

monthly intervals (first Wednesday in each month) and other times as mutually agreed to by the parties, to discuss items, which affect the overall unit or departmental segment, not covered by this agreement. At least five (5) days in advance, the union will submit its request for a meeting, identify the appropriate management official (no lower than Department Head) they wish to meet with, and identify the subject or subjects to be discussed. No other subjects but those identified will be discussed, and if no agenda is proposed, then such meetings will not be held. Requests for meetings and agenda shall be forwarded in writing to the appropriate management official via SIOMC-PT. Meeting under this section shall be conducted on official time providing they are held during the regular working hours of those employees involved.

ARTICLE 8

TOURS OF DUTY

Section 1. Tours of duty will be established in accordance with the latest revision of AR 215-3, Chapter 4. A copy of the latest revision of Chapter 4 will be provided to all bargaining unit employees.

ARTICLE 9

HOLIDAYS

Section 1. Legal holidays will be observed consistent with AR 215-3, and other implementing regulations. It is recognized that some employees are not entitled under existing laws, Rules, and regulations to the legal holidays listed below:

- a. First day of January
- b. Third Monday of January
- c. Third Monday of February
- d. Last Monday of May
- e. Fourth day of July
- f. First Monday of September
- g. Second Monday of October
- h. Eleventh day of November
- i. Fourth Thursday of November
- j. Twenty-Fifth day of December
- k. Any other day designated as a holiday by Federal statute or Executive order.

Section 2. All bargaining unit employees will be given a copy of the holiday provisions of AR 215-3.

ARTICLE 10

Annual Leave

Section 1. Annual leave is a privilege afforded by law and administered under applicable rules and regulations. An employee's request for annual leave shall normally be granted, provided the request is submitted with reasonable advance notice and work load and manpower requirements permit the absence. The employer agrees to respond to request for annual leave in a timely manner, e.g., a request for leave submitted three weeks in advance should be

acted upon within four work days following the request. When the Employer finds it necessary to disapprove a request for leave, or cancel previously approved leave, the reason for such action will be explained to the affected employee(s).

Section 2. Approval or disapproval of annual leave for emergency reasons will be considered on an individual basis. It is the responsibility of the employee to notify his supervisor if he is prevented from reporting to work because of any emergency. An emergency absence is one which could not be planned and approved in advance. Such requests for emergency annual leave shall be made as soon as possible after the employee learns of the emergency, and when required by the activity manager, before the start of the work shift. In other cases, the absence will normally be reported not later than two (2) hours after the start of the employee's regular shift on the first working day of his absence. An employee who did not personally contact his immediate supervisor to request annual leave for emergency purposes will personally explain his/her absence to his/her supervisor immediately after returning to work. Due to the nature of emergency annual leave, employees should guard against the use of this type leave except for those circumstances which are valid emergencies. When a request for emergency annual leave has been denied, the employee will be given the reason for denial.

Section 3. The Employer will make a reasonable effort to approve annual leave for vacation purposes (two (2) consecutive weeks or more) consistent with the manpower and workload requirements as determined by the Employer, provided reasonable advance notice is given by the employee. Seniority, based on service computation date (SCD) for leaves purposes,

will be the governing factor in a dispute between two or more employees from the same work area over choices of vacation dates. Dates, once selected, cannot be changed without concurrence of all parties affected by the proposed change. Employees are encouraged to use SF 71 to schedule annual leave for vacation purposes of two weeks or more. The Employer agrees to respond to requests for annual leave in a timely manner, e.g., a request for leave submitted three weeks in advance should be acted upon within four work days following the request. When the Employer finds it necessary to cancel previously approved leave, the reason for such action will be explained to the affected employee(s).

Section 4. The Union may designate employee members as representatives elected or appointed as a delegate to any Union activity necessitating a leave of absence not to exceed fifteen (15) days per year, and upon written notification to the Employer by the Union, such employees will normally be granted annual leave, or leave without pay, if requested.

ARTICLE 11

SICK LEAVE

Section 1. Employees shall earn sick leave in accordance with applicable laws and regulations.

Section 2. Employees shall notify their supervisor as soon as possible, preferably before the start of the employee's regular shift, but normally not later than two (2) hours after the start of the regular shift on the first day of absence. When reporting his/her absence, the employee must provide the

Employer with his/her (1) name, (2) medical condition which results in incapacitation (specific medical conditions need not be given), and (3) date expected to return. If an employee cannot possibly return to work by the expected date, he/she will repeat the above procedure. If the employee is unable to personally call in, he/she may send a message by a fellow employee or use other means to notify his/her supervisor. Employees who do not comply with the above procedure will personally explain their absence and reasons for not reporting the absence upon return to work.

Section 3. Except as provided in Section 4 of this article, employees will not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave, except in unusual cases where there is a reason to believe the employee is abusing sick leave privileges. In such cases, the employee may first be advised verbally that, because of his questionable sick leave record, a medical certificate may be required for each subsequent absence of sick leave. If this does not bring about improvement in his/her sick leave record, the employee will be advised in writing that all future grants of sick leave must be supported by a medical certificate. It is agreed that all such cases requiring a doctor's certificate for such absence shall be reviewed for the purpose of determining whether such requirement can be eliminated, and that such reviews shall take place at the end of four (4) months from date of issue of official notice requiring a doctor's certificate. After review, if it is determined by the Employer that the restriction is no longer necessary, the employee will be notified in writing that the previous notice will be cancelled. It is also agreed that when a restriction is to be continued, the employee will be so informed.

Section 4. Periods of absence on sick leave in excess of three (3) working days of continuous duration must be supported by a medical certificate. In lieu of a medical certificate, the employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician. Employees are encouraged to seek medical attention if their condition does not reasonably respond to self-treatment.

Section 5. The Employer agrees that employees who are certified incapacitated for duty by the Medical Department shall be granted sick leave for the remainder of the day on which sent home. Granting of sick leave for any subsequent days shall be handled in the usual manner in accordance with this article.

Section 6. Request for sick leave for Medical, dental, or optical appointments for examination or treatment must be made prior to the beginning of the absence. Employees are encouraged to save sick leave.

ARTICLE 12

LEAVE OF ABSENCE

Section 1. Employees will be granted leave without pay in accordance with applicable laws and regulations wherever, in the judgement of the Employer, such leave is justified and warranted, and work load or other considerations permit. A period of leave without pay shall not exceed one (1) year for each application.

Section 2. The Employer recognizes the obligation to return an employee to the duty at the expiration of a period of approved leave in the position and rate of pay to which entitled by applicable regulations.

ARTICLE 13

ADMINISTRATIVE EXCUSALS

Section 1. Administrative leave will be granted to union representatives in conjunction with attendance at a training session sponsored by that organization, provided the subject matter of such training is of mutual concern to the activity and the employee in his capacity as a Union representative, and the activity's interest will be served by the employee's attendance. Administrative leave for this purpose shall cover only such portions of a training session as meets the foregoing criteria and will normally not exceed eight (8) hours for any individual within a calendar year. The Employer agrees to consider administrative leave in excess of eight (8) hours where the Union can provide valid justification for such request. Approval will be consistent with the above criteria and work load requirements.

Section 2. When it is considered necessary to shutdown operations because of events beyond the control of the Employer the parties will be guided by the latest revision of AR 215-3. Each bargaining unit employee will be provided pertinent sections of AR 215-3 which covers excused absences.

Section 3. The authority to excuse employees administratively should not be used when the period of interrupted or suspended operations can be anticipated

sufficiently in advance to permit arranging for assignment to other work or the scheduling of annual leave. When 24 hours advance notice is given, an employee who cannot be assigned to other work within the same pay period may be placed on annual leave, with or without his/her consent, or leave without pay in the event he/she does not have sufficient annual leave to his/her credit. Efforts will be made to keep to a minimum the occasions on which an employee is required to take leave with 24 hour notice.

ARTICLE 14

OVERTIME

Section 1. When overtime work is required, the affected employees will be given as much advance notice as is feasible depending upon circumstances. In circumstances where overtime work has been scheduled far enough in advance to provide three day notice, the Employer agrees to provide affected employees with at least three working day notice. Overtime assignments will be distributed equitably among employees in a job rating in their assigned work areas, contingent upon the nature of the work, operating efficiency, and the employee's demonstrated abilities.

Section 2. Overtime pay will be computed in accordance with the pay computation provisions of applicable regulations.

Section 3. An employee who is required to return to duty to perform unscheduled overtime work of less than two (2) hours will be paid a minimum of two (2) hours overtime pay in accordance with the "call back" provisions. "Call back" overtime occurs when it is necessary to require an employee to return to his place of employment at a time outside of, and unconnected with, his scheduled hours of work within the basic workweek to perform unscheduled overtime of less than two (2) hours duration.

Section 4. The Employer agrees that employees may be furnished suitable transportation home if no other transportation is available in circumstances such as death, serious illness or injury in the immediate family or employee becoming ill at work. The Employer also agrees that when four (4) or more hours of unscheduled overtime is required of employees, arrangements will be made for them to obtain food and a lunch period scheduled.

ARTICLE 15

SAFETY AND HEALTH

Section 1. The Employer will exert every reasonable effort to provide and maintain safe working and industrial health conditions for the employees, using applicable safety regulations, manuals, and precautions as guides. The Union will cooperate fully and will encourage all employees to work in a safe manner. In the course of performing their normally assigned duties, Union representatives will be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas which represent health hazards. When unsafe or unhealthy conditions are observed, they shall report them to the cognizant supervisor.

Section 2. It is mutually recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. The Employer will welcome at any time suggestions which offer practical and economically feasible ways of improving safety conditions.

Section 3. No employee in the unit shall be required to work in areas where conditions exist that are hazardous, unsafe, or detrimental to his health without first obtaining protective equipment or safety devices to protect against these hazards as determined to be necessary by supervision, Safety Department, and good safety practices. The Employer agrees to provide protective clothing and equipment as required by current directives.

Section 4. An employee who believes the job to which he/she has been assigned might endanger his/her health or safety will report the condition to his/her immediate supervisor, who will inspect the job. If he/she desires, the employee may have a Union Steward present, providing there is no undue delay as a result. Should either party have a doubt after the inspection, the supervisor shall obtain guidance from the Safety Officer or his representative before requiring the employee to carry out the work assignment.

Section 5. All employees determined by the Medical Department to be subject to exposures hazardous to their health shall be given health examinations and tests at intervals sufficient to ensure that necessary precautions may be taken to maintain and protect their health and improve

efficiency, the frequency of which will be determined by the nature of the work, physical condition, and as prescribed by the Medical Officer. Results of these medical examinations will be made available to the employee upon his/her request, in accordance with the provisions of the Privacy Act. Test results which are not normal will be discussed with the employee by the Medical Officer. Employees shall cooperate with the Employer in all plant health programs.

Section 6. Safety reports of accidents and/or injuries will not be utilized by the Employer to circumvent the disciplinary preinvestigative responsibilities of the cognizant supervisor.

Section 7. The Employer recognizes the right of individual employees to consult with the union in the processing of claims for job-related injuries and diseases. In this respect employees may, if they desire, contact the Union for its assistance and guidance in the event of a job-related injury or disease. However, this right may be temporarily withheld in the event of a serious incident involving an explosive operation which may have serious public relations implications. In such an event, employee contacts may be restricted until authorized publicity has been released.

ARTICLE 16

FOOD SERVICES

Section 1. The Employer agrees to discuss the Union changes in the food and vending services in accordance with Article 6 of this agreement.

ARTICLE 17

DISCIPLINARY ACTIONS

Section 1. The Employer agrees that disciplinary measures will be taken in accordance with regulatory requirements of laws, rules, and regulations of Higher Authority. Disciplinary action may be taken only to correct the offending employee and to maintain discipline and morale among the employees. Accordingly, it is the policy of the Employer to consider the minimum penalty that can be reasonably be expected to achieve these objectives.

Section 2. Disciplinary action shall be taken only for just and sufficient cause and the employee will be notified of his appeal or grievance rights and of the appropriate procedures for appealing or grieving such action. Grievances or appeals for disciplinary action may be initiated by employees in keeping with Article 18 of this agreement.

Section 3. The Employer agrees that when a disciplinary action is issued, the employee will be given the original and one copy, which he/she may present to the Union if he/she so desires. The Employer agrees to provide the Union with an annual (or semiannual, if requested) list of disciplinary actions taken against bargaining unit employees. This list shall provide only the types of actions taken, the nature of the offenses, and the dates.

Section 4. The Employer agrees that prior to the taking of a written or sworn statement from an employee which might result in disciplinary action or when an employee is going to be questioned on matters which may lead to disciplinary action, he must, upon request, be given the right to have an

on-duty Union representative of his choice present. No questioning will take place until the employee's representative is present. However, the selection of a representative must not create undue delay.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide for an exclusive procedure for the processing of employee, Union, or Management grievances.

Section 2. A grievance means any complaint –

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning –
 - (1) The effect or interpretation or a claim or breach of this collective bargaining agreement;
 - (2) Any claim violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- d. Except that it shall not include a grievance concerning –
 - (1) Any claimed violation relating to prohibited political activities (Subchapter III of Chapter 73, Title 5, USC);

- (2) Retirement, life insurance, or health insurance;
- (3) A suspension or removal for national security reasons (Section 7532, Title 5, USC); or
- (4) Any examination, certification or appointment; or
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee; or
- (6) Non-selection from a group of properly ranked and certified candidates; or
- (7) Written notice of proposed action which, if effected, would be grievable under this agreement; or
- (8) Separation of employees during the probationary period; or
- (9) Termination of temporary employees; or
- (10) An action termination a temporary promotion and returning the employee to the position from which temporarily promoted; or
- (11) An action wherein an employee is returned to the bargaining unit from a supervisory or managerial position for failure to satisfactorily complete the probationary period.

Section 3. This negotiated grievance procedure shall be the exclusive procedure available to the Union, the Employer, and the employees in the bargaining unit for resolving such grievances, except as provided in Section 4 of this Article.

Section 4. An aggrieved employee affected by discrimination (prohibited personnel practice- see Section 2302(b) (1)) may at his/her option raise the matter under the Statutory Appellate Procedure or under the Negotiated Grievance Procedure, but not both. For the purpose of this Section and pursuant to Section 7121(d) and 7121(e) (1) of Public Law 95-454, an employee shall be deemed to have exercised his/her option to raise a matter either under the appellate procedure or under the negotiated grievance procedure at such time as the employee timely files a Notice of Appeal under appellate procedure or timely files a grievance in writing in accordance with the provisions of this Agreement, whichever event occurs first.

Section 5. In the event either party should declare a grievance non-grievable or non-arbitrable the original grievance shall be considered amended to include this issue. The parties agree to raise any questions of grievability or arbitrability as threshold issues in the related grievance, except where the parties agree to hear the threshold issue and merits of the grievance separately.

Section 6. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The Employer and the Union agree that every effort will be made by

management and the aggrieved party (ies) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among employees in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's standing with the Employer, his performance, or his loyalty or desirability to the organization, nor should the grievance be considered as a reflection on the Employer.

Section 7. The following shall constitute the steps of the grievance procedure, except for Union and Employer grievances, and grievances resulting from disciplinary actions (Sections 8, 9, and 10).

Step 1. The grievance shall first be taken up orally by the concerned employee with the immediate supervisor in an attempt to settle the matter. Grievances must be presented within 20 calendar days after the date the employee became aware of the incident. For suspensions without pay the first day of the suspension constitutes the date that the employee becomes aware of the incident for grievance purposes. The Union Steward must be present if the employee so desires. However, any employee or group of employees in the unit may present a grievance to the Employer over a matter and have it adjusted with the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement. The aggrieved employee will use the procedures contained in this Article. The Union shall be afforded an opportunity, on official time, to be present at all discussions at the formal steps, (Step 2 and 3) of the grievance procedure. The supervisor will give his/her decision to grievant within seven (7) calendar days after discussion of the grievance.

The supervisor will prepare a written statement which sets forth the date on which the employee and/or Union Representative was provided an oral decision. The employee or Union Representative will acknowledge by initialing and dating the supervisor's written statement. Consistent with the provisions of Step 2, the employee will have seven (7) days from the date of acknowledgement to present a grievance to Step 2. In the absence of a written acknowledgement, the employee will have fourteen (14) calendar days from the first meeting with the supervisor if more than one meeting occurred, to present his/her grievance at Step 2.

Step 2. If the matter is not satisfactorily settled at Step 1, the employee may, within seven (7) calendar days after receipt of the Step 1 decision, submit the matter in writing on a standard grievance form (Appendix 1) to the appropriate Director/Office Chief. The grievance must contain a clear description of the grievance to identify the specific nature of the grievance, i.e., who, what, where, when, and how, to the best of his knowledge and the specific provisions of the Agreement, policy, law, rule, or regulations alleged to have been violated, if any, the corrective action desired, and any pertinent additional information. The corrective action must be directly personal to the grievant. The Director/Office Chief, or his designated representative, will meet with the aggrieved employee and his/her Union representative within seven (7) calendar days after receipt of the grievance. The Director/Office Chief shall give the grievant a written answer within fourteen (14) calendar days after the meeting.

Step 3. If the grievance is not settled at the Director/Office Chief level, the grievant may within seven (7) calendar days after receipt of the Step 2 decision, forward the grievance to the Commander for further consideration. The grievance shall meet the specific requirements set forth in Step 2. The Plant Commander and/or his designated representative will consider the grievance and give the grievant a written answer within fourteen (14) calendar days after receipt of the grievance.

Step 4. If the grievance is not satisfactorily settled at Step 3, the Union may, within twenty (20) calendar days of receipt of the Step 3 decision, refer the matter to arbitration, in accordance with the provisions of Article 19.

Section 8. Union and Employer grievance procedure.

- a. In the case of any grievance which the Union may have against the Employer or which the Employer may have against the Union, such grievance shall be submitted in writing to the Employer (Labor Relations Officer) or to the Union President, as the case may be. Such grievance must be submitted within twenty (20) calendar days after the date of the incident out of which the grievance arose, or within twenty (20) calendar after the date the Union or the Employer became aware of the incident and shall contain the following:
 1. Statement setting forth the facts upon which the grievance is based, i.e., who, what, where, when, and how, with,

2. Reference to the Article or Section of the Agreement and/or the appropriate law, rule, or regulation and the specific sections thereof alleged to have been violated, and the correction sought. The Employer, or Union President, as the case may be, will render his written decision within twenty (20) calendar days following receipt of the grievance. Should the Employer or the Union fail to respond to a grievance within twenty (20) calendar days of the receipt of the grievance, the party filing the grievance may request arbitration in accordance with the provisions of Article 19.
- b. If the grievance is not settled by the method above, the Union or the Employer, as the case may be, may refer the matter to arbitration in accordance with the provisions of Article 19. Final rejection of an Employer or Union grievance on the basis that it is not subject to the grievance procedure or arbitration will be rendered within fourteen (14) calendar days from the date of receipt of a request for arbitration. Disputes over grievability or arbitrability which are not settled, will be referred to an arbitrator for decision, if requested, by either party within seven (7) calendar days of receipt of the notice of rejection.

Section 9. Grievances which result from suspensions for work for fourteen (14) calendar days or less, and formal letters of reprimand, must be initiated at Step 2 of the grievance procedure within twenty (20) calendar days of the effective date of the action. Grievances which result from

actions which may at the employees option be raised under the statutory appellate procedure or the negotiated grievance procedure, if processed through the negotiated grievance procedure must be initiated at Step 3 of the negotiated grievance procedure within twenty (20) calendar days of the effective date of the action.

Section 10. When the Employer and Union mutually determine that two or more grievances submitted by employees or the Union are identical, i.e. , the dissatisfaction experienced and relief requested are the same, one employee's grievance shall be selected for processing. This shall not be applicable to disciplinary situations or actions specified in Section 7512 of Subchapter 2 of Chapter 75 of Title 5, USC, where adjudication must be based upon the merits of each case.

Section 11. It is agreed and understood that any agreement made between supervisors, stewards, and individual unit employees in the resolution of grievances or otherwise, which is contrary to the provisions of this agreement or any law, rule, or regulation affecting conditions of employment, and which has not been approved by the Employer and the Union, shall not be binding or precedent-setting.

Section 12. All time limits in this Article may be extended by mutual agreement of the employee or steward and the representative of the Employer at each particular state or step. Failure of the Employer to observe the time limits for any step in the grievance procedure shall entitle the employee or Union Steward to advance the grievance to the next step. Failure of the employee or the steward to observe the time limits provided for herein shall constitute a basis for conclusion of the grievance by the Employer.

ARTICLE 19

ARBITRATION

Section 1. If the Employer and Union fail to satisfactorily resolve grievances through the negotiated grievance procedure, such grievance may within twenty (20) calendar days after receipt of the final decision in the grievance procedure be referred by either party to arbitration upon written request to the other party.

Section 2. Unless an arbitrator can be mutually selected by other means, within fourteen (14) calendar days from the date of receipt of a request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within fourteen (14) calendar days after receipt of such list to select an arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and will repeat this procedure until one name remains. The remaining name shall be the duly selected arbitrator. The party to strike first will be determined by the flip of a coin.

Section 3. The arbitrator's fee and expenses shall be borne equally by the Union and the Employer. Should either party require any additional services, the party requiring such services shall pay the costs involved.

Section 4. The arbitration hearing shall normally be held during the regular day shift, Monday through Friday. The appearance of Union-called witnesses at arbitration hearings shall be the responsibility and at the expense of the Union. Unit employee witnesses for the Union shall be given a reasonable amount of official time.

Section 5. The arbitrator will be requested to render his/her decision to management and the Union as quickly as practical but in any event no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree.

Section 6. In rendering his/her decision, the arbitrator shall not change, modify, alter, delete, or add to the provisions of this agreement, as such right is the prerogative of the Employer and the Union only. Neither shall the arbitrator change, modify, alter, delete, or add to the provisions of any law, rule, or regulation affecting conditions of employment.

Section 7. Either party may file exceptions to the arbitration awards with the Federal Labor Relations Authority in accordance with the appropriate regulations and requirements.

Section 8. The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issues presented during the grievance procedure.

WAGE SURVEYS

Section 1. Wage surveys will be conducted in accordance with laws, rules, and regulations of higher authority.

Section 2. It is further agreed that the Union shall be notified by the Employer as soon as possible as to the date such wage surveys will be conducted.

ARTICLE 21

CIVIC AND PLANT RESPONSIBILITIES

Section 1. The Union and the Employer recognize their mutual responsibilities in promoting good Plant and community relations, therefore, each party pledges its active support to those programs which are of benefits to employees, to the community, and to the Nation, including the Department of the Army and Plant sick leave goals, the Blood Donor Program, the Savings Bond Program, and the local Combined Federal Campaign. However, the union reserves the right to withdraw their support from any Program that supports the right to work legislation or any Program that advocates resistance to organized labor.

Section 2. The Employer agrees that court leave consistent with applicable regulations will be granted for the purpose of performing jury duty, qualifying for jury duty, or as a subpoenaed witness, for the Government. Before court leave is granted, an employee must present a true copy of the official summons prior to beginning of the service. It is

agreed that if the employee is excused from jury duty for one full day or more, he/she shall return to work. In the event the employee is excused from jury duty for a substantial portion of the day, i.e., before the expiration of ½ of his/her scheduled tour of duty he/she will

be required to return to work for the remainder of that day or contact his supervisor and request annual leave.

ARTICLE 22

BUSINESS BASED ACTIONS

Section 1. Business Based Actions (BBA) will be in accordance with the latest revision of AR 215-3, Chapter 10. A copy of Chapter 10 will be provided to all bargaining unit employees.

ARTICLE 23

ASSIGNMENT OF TEMPORARILY DISABLED EMPLOYEES

Section 1. Employees recuperating from illness or injury and temporarily unable to perform their assigned duties may voluntarily submit a written request, through channels, to the Department Head for temporary assignment to light duty or other assignment commensurate with the disability. The Employer may require that such requests be reviewed by the Medical Officer, who will make a report to the Head of the facility with appropriate recommendations. These temporary assignments will be approved subject to the availability of such assignments and the needs of the Employer. These temporary assignments will be made in accordance with the rules and regulations governing Details, and Article 42.

Section 2. If an employee's disability is medically certified to be of a permanent nature, he/she may, after reassignment (if reassignment is considered appropriate by the Employer), be re-rated to a rating or classification which is compatible with his disability and the employee meets the minimum qualifications for the position or job.

ARTICLE 24

GOVERNMENT POLICY ON EMPLOYEE DEBTS

Section 1. An employee is expected to meet all just financial obligations, especially those which are imposed by law, such as Federal, State, or local taxes.

Section 2. A "just financial obligation" means one which is rightfully the employee's to pay, such as taxes or a bill the employee admits owing, or one which a court has judged the employee duty bound to pay. The employee is expected to meet these obligations in a proper and timely manner. In the event of a dispute between an employee and a private individual or firm, the Employer will not determine the validity or amount of a disputed debt.

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of religion, sex, race, color, age, or national origin, and to promote the full realization of equal opportunity through a positive and continuing effort.

Section 2. It is agreed between the parties that in the policies and practices of the Union there shall continue to be no discrimination against any employee on account of religion, sex, race, color, age, or national origin.

Section 3. Through the procedures established for Union-Management cooperation, each party agrees to advise the other of outstanding equal opportunity problems concerning the overall program of which they are aware. The Employer and the Union will jointly seek solutions to such problems through personnel management procedures and programs provided in this agreement and in appropriate regulations.

ARTICLE 26

NEPOTISM

Section 1. To the extent practicable, placement should be made so as to avoid members of the same immediate family working in the same organizational unit. Every effort should be made to avoid placing an individual under the line of supervision of a close relative or in-law. The foregoing will not operate to defeat or impair a veteran's right to re-employment.

ARTICLE 27

ENVIRONMENTAL PAY

Section 1. The Employer agrees that environmental pay differentials will be paid in accordance with applicable rules and regulations.

Section 2. When the Union identifies a local work situation which it believes warrants an environmental differential under payable categories of FPM- 532-1, Appendix J, amendments or changes thereto, the Union will provide the Employer, in writing, the circumstances describing the situation. The Employer will normally investigate the work situation within ten (10) work days of the restart of the operation. The Employer will meet and discuss with the Union's representative on the item raised. The Employer will advise the Union of the determination in writing.

Section 3. When the Union and the Employer mutually agree that there is a need to establish a new category for which environmental differential should be paid, they will jointly request the category be established by the Office of Personnel Management via proper channels. If the parties do not mutually agree on the new category, the parties may unilaterally submit their request to the Office of Personnel Management via proper channels.

Section 4. An employee subjected at the same time to more than one hazard, physical hardship, or working condition shall be paid for that exposure which results in the highest differential, but shall not be paid for more than one differential for the same hours of work.

Section 5. The Employer agrees that any wage grade employee with assigned duties in a hazard area will be paid at the same environmental differential rate paid o wage grade employees exposed to the same hazard.

ARTICLE 28

COMMITTEE ASSIGNMENT

Section 1. The Employer agrees that the Union may have a representative on established joint employee-management committees and boards. Committees and boards which are established by management for the purpose of planning the operations of the activity within the purview of management rights are excluded from the provisions of this article. Additionally, memberships on committees and boards wherein membership is at the option of the Employer and not subject to negotiations are excluded from the provisions of this article, e.g., the Incentive Award Committee.

Section 2. For each established employee-management committee or board, the Union, if it desires representation, shall have the right to appoint a representative to the board or committee.

Section 3. Upon request the Union will be provided a list of newly established committees.

ARTICLE 29

PUBLICITY

Section 1. Space on bulletin boards will be made available to the Union for posting official Union bulletins. Such Union publications shall not violate any law, applicable regulations, provisions of this agreement, or the security of the activity, or contain libelous material. The Union shall be considered responsible for the contents of literature distributed and posted by its representatives. Union representatives distributing or posting any Union publications may do so only during their non-duty hours.

Section 2. Each employee of the unit will be furnished a copy of this agreement and the cost of printing this agreement shall be borne by the Employer.

Section 3. Once every three months, upon request of the Union, the Employer agrees to furnish the Union the names and job titles of all employees of the unit.

Section 4. Upon request of the Union, the Employer agrees to furnish the Union a monthly listing of accessions and separations from the bargaining unit.

ARTICLE 30

PRODUCTIVITY

Section 1. The Union and the Employer agree that the Plant, in performing its assigned mission, is in direct competition with other production facilities, both public and private. The ability to maintain reasonable levels of employment is directly related to increased efficiency in the use of labor and employee productivity.

Section 2. It is agreed that increased productivity and efficiency depends upon the continuous development and implementation of modern and progressive work practices. The Union agrees to encourage employees to find better, more efficient methods of performance and to cooperate with the Employer in the conservation of manpower, materials, and supplies; the elimination of wasteful practices; and the improvement of quality and quantity of products and services.

Section 3. The parties agree to consider each other's ideas designed to increase productivity, either directly or indirectly through identification of inefficiencies in production, changes in work practices or rules, strengthening morale, or improving communications between employees and management.

ARTICLE 31

CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1. The Employer agrees to advise the Union of any decision directly made by the Employer to contract out bargaining unit work which will result in an adverse action or reduction in force of any members of the bargaining unit. Notice of intent to contract out bargaining unit work will be provided to the Union prior to bid invitations going out, except for Commercial Activities type reviews (A-76).

ARTICLE 32

PAYROLL DEDUCTION FOR UNION DUES

Section 1. The Employer agrees to withhold Union membership dues as voluntarily allotted by the eligible members of the Union in accordance with provisions of this Article. Withholdings shall include the regular periodic amounts required to maintain the employee as a member in good standing but shall not include initiation fees, special assessments, back dues, fines, or other similar items. Employees participating in the dues withholding program must be members in good standing in the Union. Union dues will not be withheld when an employee's net salary for the payroll period involved is insufficient to cover the dues after all other deductions have been made.

Section 2. Allotments for Union dues must be authorized on Standard Form 1187, which will be made available by the Union. The title of this form is "Request for Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues". The Union is responsible for procuring the prescribed allotment forms, informing its members of the allotment program, and the use and availability of these forms. Employees wishing to participate in the dues withholding program must obtain, from the Union, Standard Form 1187. The Union completes Section A of the form and the employee fills in the remaining blanks and sends the original copy to the Director of Community Activities, via (SIOMC-PT), Civilian Personnel Advisory Center (CPAC), for an eligibility determination. Standard Form 1187 must be received by SIOMC-PT prior to the beginning of the pay period from which the dues deduction is to be made.

Section 3. The amount of dues to be withheld shall remain unchanged until the Union certifies to the Payroll Branch that the amount of dues has changed, the specific amount of the new deduction, and the effective date of change. The Union agrees that such changes shall not be made more frequently than once each twelve (12) months, measured from the date of the previous change made by the Union. Notification of dues changes must be received by the Payroll Branch prior to the beginning of the pay period for which the change is effective.

Section 4. Revocation of payroll deduction may be accomplished by signing Standard Form 1188. This form is furnished on request by the CPAC (Ext. 7549) or if forms are not available, a written revocation may be submitted. The Standard Form 1188 or other written revocation is forward to the CPAC. Revocations may be file at any time but dues deductions will be discontinued only in the following manner:

- a. For employees who have been on dues deductions for one year and the revocation is received in the CPAC by September 1, of any calendar year, revocation of dues will become effective the first full pay period commencing on or after September 1.
- b. For employees who have not been on dues deductions for one year on September 1 of any calendar year, revocation of dues will become effective the first full pay period commencing on or after the employee has been on dues deductions for one year, provided the Standard Form 1188 is received in the CPAC by the first anniversary date the deductions became effective. For example, if an employee executes a Standard Form 1187 authorizing deductions which became effective on the pay period commencing November 1, the first chance for revocation of dues to become effective would be the first full pay period beginning on or after November 1 of the following year. Should the Standard Form 1188 be received after the first anniversary date, e.g., in this case November 1, dues revocation would not become effective until the following September.

Section 5. Termination of dues withholdings shall be automatic when an employee ceases to be a member of the Union, leaves the unit as a result of a personnel action or has been suspended or expelled from the Union. The Union is responsible for prompt notification to the Payroll Branch when a member is suspended or expelled from the organization. For purposes of maintaining a member in good standing, it shall be considered that a member's dues have been paid as of the end of the pay period from which the deduction is made.

Section 6. Remittance to the Union of dues withheld for its account shall be made to the President of the Union, or his/her designee, in the same month as the payroll was paid. In addition to the remitting, a listing shall be provided of the names of participating employees, the amounts withheld, and the pay period from which deductions were made.

Section 7. The following procedures will be followed for employees who are temporarily removed from the Bargaining unit as a result of a personnel action.

- a. The Union will be notified of the name of the employee, the effective date of the personnel action, the expected date of the employee's return to the Bargaining Unit, and the title and grade of the position to which the employee is being assigned.
- b. The affected Bargaining unit employee will be reinstated on dues withholding following a personnel action returning the employee to the Bargaining unit.

- c. The Employer and the Union agree to work together to ensure that employees returned to the Bargaining Unit will again be placed on dues deduction.

ARTICLE 33

COMPENSATION

Section 1. When an employee suffers an occupational injury, illness, or disease in the performance of official duties, it is the employee's responsibility to report it immediately to his/her supervisor. After (emergency) medical examination and/or treatment, the employee will be counseled in the completion of Form Ls-202, Employers First Report of Injury or Occupational Injury and other forms, as appropriate. When the employee is incapacitated for work because of the occupational injury, illness, or disease, the counseling will include an explanation of continuation of pay (COP), which is given only in traumatic injury cases; wage loss compensation benefits; the use of accrued annual and/or sick leave; and any other FECA benefits which may apply. Within the scope of the law, benefit election is the choice of the employee.

Section 2. The Employer will notify the Union in the event of a serious industrial injury or death after contact has been made with the employee's emergency address. However, this right may be temporarily withheld in the event of a serious accident involving an explosive incident which may have serious public implications. In such an event, Union notification may be restricted until an authorized publicity release has been prepared.

Section 3. An employee or a representative, designated in writing by the employee, is entitled to review documents relating to the employee's claim for compensation in accordance

with the Federal Employee Compensation Act and the rules of the Office of Worker's Compensation Programs.

ARTICLE 34

DURATION OF AGREEMENT

Section 1. The effective date of this agreement shall be the date of approval by DOD Field Advisory Service.

Section 2. This agreement as executed by the parties shall remain in full force and effect for a period of three (3) years from the date of its approval by the Department of Army, Army Materiel Command. In the event either party desires to renegotiate this agreement, the party so desiring will notify the other party in writing no more than one hundred and five (105) calendar days nor less than sixty (60) calendar days prior to the anniversary date. Further, it is agreed that this agreement shall terminate at any time it is determined that the Union is no longer eligible for exclusive recognition, in accordance with applicable rules and regulations. On the request of either party, the parties shall meet to commence negotiations on a new agreement on the sixtieth (60th) day prior to the expiration date of this agreement or on the first workday following that date if it should fall on other than a workday.

Section 3. Modification or amendment of this agreement may be required because of changes in 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 agreement 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.

Section 4. It is agreed that during the term of this agreement, either party may annually open a maximum of two articles for amendment. Such requests to open the agreement shall be made on or after the first and second anniversary date of the approval of the agreement. By mutual consent of the parties any article may be opened at anytime for amendment.

ARTICLE 35

COMPRESSED WORKWEEK

Section 1. Purpose – The purpose of this agreement is to establish policies and procedures to govern the operation of compressed work schedules conducted under Public Law 97-221, Federal Employees Flexible and Compressed Work Schedules Act of 1982. Also, the purpose of this agreement is to comply with the requirements of Section 302 of 5 USC 6101, herein after referred to as the “Act”. The provisions of this agreement shall not alter the provisions of any other Agreement except as expressly specified in the agreement.

Section 2. Insofar as practical bargaining unit employees, will work a basic workweek consisting of four, ten-hour days. To the maximum extent practical, the work days will consist of Monday through Thursday with the hours of work being from 0615 to 1700 or 0630 to 1700. The current procedure for lunch periods (30 minutes) will be continued. It is recognized that some organizations will have to deviate from the compressed work schedule due to operational requirements. Unless otherwise agreed to by the parties, those organizations presently working a compress workweek will remain on a compressed work schedules. Employees not working a compress work schedule will not be placed on a compressed work schedule unless mutually agreed to by the parties.

Section 3. Procedures

- a. The basic forty-hour workweek will normally consist of four (4) consecutive then-hour days. The standard workday will consist of ten hours with a thirty minute lunch period. The hours of work at the McAlester Army Ammunition Plant will normally be as follows:

Day Shift-----0615-1645 or 063-1700 (Basic Agreement, Article 8, Tours of Duty, Section 2)

- b. Employees will not be required to start to work before the start of their established shift or continue after close of their established shift without payment of overtime. The Employer agrees that a twent-minute rest period will be allowed employees in the mid-morning and again in the mid-afternoon of each workday subject to work load/deadline considerations and whether or not the employee has had an opportunity to rest prior to rest period.

- c. When a holiday falls on a Friday or Saturday, the preceding Thursday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. (Basic Agreement, Article 9, Holidays).
- d. Administrative leave for Union sponsored training which meets appropriate criteria will normally not exceed ten (10) hours for any individual within a calendar year. (Basic Agreement, Article 13, Administrative Excusals, Section1)
- e. During periods of inclement weather or other conditions which cannot be foreseen, and which result in interrupted or suspended operations, employees who cannot be assigned to other work shall be excused for not to exceed ten (10) hours when neither twenty-four (24) hours advance notice nor notice before the end of their immediately preceding shift if possible. Employees will be placed on annual leave, if available, for any subsequent continuous absence required beyond ten (10) hours, providing twenty-four (24) hours advance notice is given. (Basic Agreement, Article 13, Administrative Excusals, Section 3).
- f. Overtime work is work performed in excess of the established hours of work per day or forty (40) hours within the administrative workweek. (Basic Agreement, Article 14, Overtime, Section 2).
- g. Position vacancy announcements will remain open and advertised for a minimum of two (2) calendar weeks.

Section 4. Individual Exceptions – Upon written request to the employer by an employee, the employer, if it determines that participation in the compressed workweek under the Act would impose a personal hardship on such employee and where determined operationally feasible, shall:

- a. exempt such employee from the compressed workweek, or
- b. reassign such employee to the first position within the Plant
 - (1) which becomes vacant after such determination
 - (2) which is not included within such compressed workweek,
 - (3) for which such employee is qualified, and
 - (4) which is acceptable to the employee.

A determination by the employer under this section shall be made not later than ten (10) days after the day on which a written request for such determination is received by the employer.

Section 5. Governing Regulations – It is understood by the parties to this agreement that the governing regulations, pertaining to this experiment are PL 97-221, AR 215, regulations issued by OPM, and regulations issued by higher authority.

ARTICLE 36

RECORD KEEPING

Section 1. Appendix 3 will be used to record time expended on authorized labor relations matters.

ARTICLE 37

VOTING

Section 1. Insofar as practical, without interfering seriously with operations, employees who desire to vote in any election may be excused for that purpose. Furthermore, to the extent practical, to facilitate an employee's desire to vote, operations on the 0630 to 1700 shifts will be reduced sufficiently to permit employees desiring to vote to depart by 1630.

Section 2. In order that continuity of work will not be impaired, employees who desire to exercise their right under the Law to vote should notify their immediate supervisor as soon as possible, prior to the election day. Failure to notify their immediate supervisor by 1200 on the day before the election will result in the denial of administrative leave for voting purposes.

Section 3. Administrative leave for the purpose of voting will be granted only to employees who exercise their right to vote. Employees who do not vote must notify their supervisor immediately on return to duty in order that administrative leave may be changed to annual leave.

Section 4. Employees who work other shifts should contact their supervisors for guidance on the amount of time which may be excused for voting. Supervisors should, to the extent practical, apply the above criteria when excusing employees on other shifts for voting purposes.

ARTICLE 38

TRAINING

Section 1. The Employer and the Union agree that training and development of the employees within the unit is part of the personnel management responsibilities of managers and supervisors at all levels. The parties agree to stress to the employees the need for self development and training to increase efficiency and improve potential for advancement.

Section 2. The Union agrees to encourage employees to take advantage of training and educational opportunities which will add to the skills and qualifications needed by them for increased efficiency or to prepare for advancement or training opportunities provided by the Employer.

Section 3. Employees have important responsibilities for their own self-development, because all development depends upon the employee's desire and ability to learn and improve. Employees must show initiative and energy in development of their own skills and abilities.

Section 4. The Employer will encourage employees to assume an active self-development, self training program which is commensurate with the employee's career goals. Employees will keep their supervisor

informed of pertinent self-activated development programs they have undergone and suggest methods by which newly acquired knowledge or skills may benefit his/her organization. The

employee will present the results of satisfactorily completed training and add it to his/her Official Personnel Folder by submission of the required documentation to the Director, Community Activities for submission to the Civilian Personnel Office.

Section 5. The Union recognizes that it is the employee's responsibility to maintain proficiency in connection with their duties. The Employer recognizes that the efficiency of operations and conduct of training and development activities for employees are the responsibilities of the Employer. When a need is determined by the Employer, training may involve cross training, on-the-job training, and resident and non-resident courses available in Government and non-Government facilities.

Section 6. When the Employer considers it feasible to establish training opportunities in areas where scarce skills exist, employees will be informed through training announcements. Selection for training which will lead to promotional opportunities will be in accordance with merit promotion procedures. Consideration will be given to identification of underutilized employees.

Section 7. Selection of employees for training and development will be made without regard to race, color, religion, sex, age, or national origin.

Section 8. The Employer will provide employees on-the-job cross training where practical using competitive procedures, employing such techniques as interchanging employees in the same grade level when they share mutual desires and aptitudes to receive training in

each of their respective positions. This section applies when there is mutual benefit to the employee and the Employer.

ARTICLE 39

ANNUAL PERFORMANCE RATINGS

Section 1. Each employee serving under a regular appointment will be given an annual performance rating in accordance with appropriate regulations. The cut off for annual appraisal will be 31 December of each year, with the completed appraisal due within 45 calendar days.

ARTICLE 40

DETAILS/TEMPORARY PROMOTIONS

Section 1. Details/Temporary promotions will be in accordance with applicable regulations and the provisions of the Article.

Section 2. A detail is the temporary assignment of an employee to a different set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail.

Section 3. Employees will be informed of the reasons for details, the length of the detail, the duties, and guidance on the performance of the duties to which he/she is being detailed. The employee will be provided a copy of the job description to which detailed. If a job description does not exist, the employee will be provided a signed statement describing the major duties to be performed.

Section 4. It is agreed that details may be used to meet temporary needs of the work program under circumstances such, but not limited to the following:

- a. To meet temporary needs caused by abnormal workload, change in mission, reorganization or unanticipated absences such as sick leave, or emergency annual leave;
- b. Pending official assignments;
- c. Pending description and classification of new positions;
- d. Pending security clearances;
- e. For training purposes when the training is a part of established promotion or developmental program.

Section 5. A detail/temporary promotion to higher level duties limited to 120 calendar days or less may be processed as an exception to competitive procedures.

Section 6. Details/Temporary Promotions to higher level duties, or a combination of both, in excess of 120 calendar in the preceding one (1) year period must be the result of competitive merit promotion procedures. A series of temporary promotions of the same individual will not be used to circumvent the intent of the Article.

Section 7. Employees detailed to perform higher level duties, if qualified and meets regulatory requirements, will be temporarily promoted no later than the start of the Sunday (Monday id Sunday is a non-work day) following the seventh work day in the position.

ARTICLE 41

AWARDS

Section 1. Unless otherwise agreed to by the parties, the awards program will be in accordance with the latest revision of AR 215-3 and other applicable guidance.