

**410th Contracting Support Brigade
Regional Contracting Center –**

**The America's
LABOR AGREEMENT**

**Effective 27 May 2011
Laborer's International Union of North America
(LIUNA) Local 28**

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INTRODUCTORY NOTE

Section 1. Wherever a masculine pronoun is used in this agreement to denote an employee or a supervisor, it refers to persons of both sexes.

Section 2. Wherever the term "Employer" is used, it refers to the 410th Contracting Support Brigade, and the term "Union" refers to LIUNA Local 28.

PREAMBLE

Pursuant to the policy set forth by the Federal Service Labor Management Relations Statute (Chapter 71 of Title 5 of the U.S. Code), the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the 410th Contracting Support Brigade, Fort Sam Houston, Texas and the Laborers' International Union of North America (LIUNA) Local 28.

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the parties to this agreement; and

WHEREAS the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government;

THEREFORE, the Parties thereto, do hereby make and enter into the following agreement:

**ARTICLE 1
COVERAGE**

Section 1. The Employer recognizes the Union as the exclusive representative for all nonsupervisory, professional, General Schedule employees of the Regional Contracting Center, Americas, 410th Contracting Support Brigade, San Antonio, Texas.

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

ARTICLE 2 EMPLOYEE RIGHTS

Section 1. Each employee shall have the right to join, promote, and assist any labor organization or refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Except as otherwise provided under Chapter 71 of Title 5 U.S.C., such right includes the right to:

- a. Act for a labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to the heads of agencies and other officials of the Executive Branch of the Government, the Congress or other appropriate authorities;
- b. Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Chapter 71 of Title 5 U.S.C.; and
- c. Petition Congress or a Member of Congress, individually or collectively, or to furnish information to either House of Congress, or to a committee or member thereof.

Section 2. The Employer shall take such action consistent with law, regulation and this contract, as may be required, to inform employees of their rights and obligations.

Section 3. Nothing in the agreement shall require an employee to become or 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.

Section 4. Any employee has the right, regardless of labor organization membership, to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules and regulations, and to choose his own representative in a grievance or appeal action, except for matters covered by the negotiated grievance procedure.

Section 5. ACCOUNTABILITY.

a. An employee is accountable only for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit provided that such conduct does not discredit the Federal Service. Employees have the responsibility for proper care and use of any government property which the employee uses, in accordance with applicable laws and regulations. Employees with access to classified information are reminded that any conduct contrary to government-wide or DoD regulations regarding security information could adversely impact those employees. This paragraph does not waive the Union's right to mid-term bargaining on any of the above issues if those issues come into concern.

b. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in social activities, meetings, or undertakings not related to their performance of official duties, or mission of the agency.

Section 6. The Employer shall annually inform employees of their rights to be represented by the LIUNA Local 28 at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit concerning any personnel policy or practices or other general condition of employment; or

b. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

Section 7. All new employees shall be informed by the Employer that LIUNA Local 28 is the exclusive representative of employees in the unit. A list of the officers of the Local shall be given to each employee during in-processing and this list will also contain the information that LIUNA Local 28 is the exclusive representative of employees in the unit. A Union representative will be given a chance to speak at each New Employee orientation session (up to 15 minutes) and to provide informational packets.

Section 8. Employees deserve to be treated non-disparately with common courtesy and consideration normal in an Employee-Employer relationship.

Section 9. Consistent with law and regulation, to include 28 CFR 50.15, the Government will provide legal representation for employees against whom suit is brought in a civil court based upon activities within the scope of their official duties and will assume financial liability for all monies awarded to claimants as a result of activities found to be within the scope of such official duties. Upon request, the Employer agrees to provide information, guidance, and assistance to employees who are considering or making a request for legal representation.

Section 10. Employees will be informed of rules, regulations and policies, and any changes, under which they are obligated to operate, including their job duties.

Section 11. Formal counseling and warning sessions involving unit employees will be conducted privately and in such a manner so as to avoid public embarrassment of the employee. Further, other less formal guidance should be provided in a manner so as to avoid unnecessary embarrassment or ridicule.

Section 12. Employees' use of official time for discussing, preparing, or filing complaints and

when meeting with LIUNA Local 28 representatives or management representatives concerning any complaint or working condition of the employee will be in accordance with Article 5, "Representation and Official Time."

Section 13. Consistent with applicable laws and government wide rules and regulations, employees will not be precluded from presenting their views to officials of the Executive Branch, the Congress, or other appropriate authority.

Section 14. Employees have the right, consistent with applicable laws, rules, regulations, and this agreement, to:

- a. Working conditions that are safe and healthful;
- b. Training normally considered necessary to ensure satisfactory job performance;
- c. A method to express themselves concerning improvement of work methods and working conditions;
- d. Use duty hours that are reasonable and necessary to discuss their problems with the CP AC, the Equal Employment Opportunity Office, the Union, the Employee Assistance Office, and/or a person designated to provide guidance on questions of conflict of interest;
- e. Leadership that will inform the employees of what is expected of them, to whom they are directly responsible and what is expected of them in their work relationships with their fellow employees;
- f. Protection of personal privacy;
- g. Be permitted to review their Official Personnel Folders (OPFs), as needed, and obtain a copy at no cost to the employee; and
- h. Protection from discrimination due to marital status or political affiliation.
- i. Exercise their rights without any reflection on their loyalty and desirability to the organization.

Section 15. MISCELLANEOUS

- a. The Employer will make reasonable effort to ensure that adequate break areas, suitable to eating a meal, are available to employees within the building of their employment. If available, food and drink vending machines will be located in proximity of the break area.
- b. In case of a formal investigation involving a search of an employee's personal effects, the employee may request a Union representative be present at the search. Such request will be honored if the investigation/search is not unduly delayed or obstructed.

c. If deemed relevant, employees will be permitted to review and copy any non-classified regulation on official time, and at no cost to the employee, not more than 10 pages per any specific regulation.

d. Employees are entitled to proper and timely compensation for their services. The normal procedure for paying employees is through the Electronic Funds Transfer (EFT) to financial institutions chosen by the employees.

ARTICLE 3 UNION RIGHTS

Section 1. INTRODUCTION. The Employer recognizes the Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and to negotiate agreements covering all employees in the unit and is responsible for representing the interests of all such employees.

- a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to negotiate with the Union regarding implementation of any new policy or change in existing policy affecting employees or their conditions of employment.
- b. The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems. This right shall apply at all levels of management within the agency and the Union starting with the Steward and first level supervisor.
- c. The Employer will recognize the Officers and Officials/representatives designated by the Union, in writing, and will maintain, on a current basis, a list of the Union Officers and Officials, including Stewards. The Union may post the list of Local Officers and Officials and/or area Stewards on official bulletin boards.
- d. The Employer will recognize representatives of the LIUNA National Office. The Union shall provide timely advance notice when possible to the Employer of visits to be made by representatives of the National Office.
- e. The Employer agrees that there will be no coercion or discrimination against Officers and Stewards because of the performance of their protected Union activities.

Section 2. REPRESENTATION. The Union has the right to be represented at all formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of employees in the unit. A meeting requested by either the Union or Employer, or a meeting or bargaining session as set forth in this agreement, shall be considered a formal discussion and the Union shall be notified in advance of such a meeting.

- a. Union initiated proposals for a new policy or changes in established Employer/agency policies or regulations, or resolution of a problem(s) will be presented to the designated Employer representative. Such proposals initiated by the Employer shall be presented to the designated Union representative.
- b. New or changed policy proposals which are agreed to in bargaining shall be signed by

the Local President and Employer or their designees.

c. The parties recognize the right of the Union to submit comments or views directly to the agency head for consideration when changes in agency policy/procedures are proposed by the agency. The Union will furnish the Employer copies of all such comments or views submitted.

Section 3. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or

b. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

c. The Union will be notified prior to all formal discussions to allow for representation.

Section 4. The Employer shall annually inform bargaining unit employees of their rights under Section 4 above.

Section 5.

a. The Union agrees to make reasonable efforts to be specific in identifying the areas of information desired, when requesting information under 5 U.S.C. 7114 (b)(4).

b. When necessary and consistent with the Union right to information under law, employee data may be sanitized in the interest of protecting individual privacy. Union representatives are responsible for maintaining the confidentiality of personal data made available to them under this provision. In protecting personal/personnel data, the Union will comply with the requirements of the Privacy Act.

c. All informational requests by the Union under 5 U.S.C. 7114 (b)(4) will be submitted to the Director, CPAC and will be signed by the Local President or designee. '

Section 6. In the spirit of resolving disputes at the lowest possible level, the Union agrees to provide the Employer seven (7) calendar days prior notice of an intent to file an unfair labor practice charge. The Parties agree to make bona fide attempts to resolve any unfair labor practice issues(s) to alleviate the need to file the charge. Unfair labor practice charges on behalf of the union may be filed only by the president or acting president of the Union.

**ARTICLE 4
EMPLOYER RIGHTS**

Section 1.

a. Subject to subsection b of this section, nothing in this Agreement shall affect the authority of any management official of the Employer--

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

(2) in accordance with applicable laws-

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

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

(C) with respect to filling positions, to make selections for appointments from-

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

b. Nothing in this section shall preclude the Employer and the Union from negotiating:

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

(2) procedures which management officials of the Employer will observe in exercising any authority under this section; or

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

Section 2. The right to make rules, regulations, and policies shall be considered acknowledged functions of the Employer. In making rules, regulations, and policies relating to personnel policies, practices and procedures, and matters of working conditions, the Employer recognizes its obligation with the Union and the obligations imposed by this agreement.

Section 3. The provisions of this Article shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of the management rights set forth in this Article through appropriate channels.

Section 4. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and regulations of government-wide authorities; by published Employer policies and regulations in existence at the time the agreement was approved; and by subsequently published Employer policies and regulations required by law or the regulations of government-wide authorities.

ARTICLE 5
REPRESENTATION AND OFFICIAL TIME

Section 1.

a. The Union may designate Stewards, and alternates in the various organizations having employees in the unit; however, the number shall not exceed one steward for every 50 employees in the entire bargaining unit. Normally, the Stewards will represent the employees of their designated area(s) in dealings with supervisors about the applications of personnel practices and policies, and other matters affecting working conditions of employees in the designated area(s), but may represent employees in any segment of the bargaining unit.

b. Upon request from either party, Stewards and supervisors shall discuss informally items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either party. The Steward or Union official may receive, investigate, prepare, and present employee complaints, grievances, or appeals during duty hours.

Section 2. The Union agrees to furnish the Employer a complete written list of its Officials and Stewards promptly upon approval of this agreement together with the organizational areas and location where each representative and Steward works. A revised complete list will be furnished the Employer promptly upon election of Officials and upon appointment or change (including deletions) of the Stewards. No Official or Steward will be recognized or will be entitled to official time for Union representation whose name does not appear on the list. The Director of Civilian Personnel shall be the recipient of the listing.

Section 3. AUTHORIZED OFFICIAL TIME. Union Officers and Stewards, shall be permitted reasonable times during working hours without loss of leave or pay when approved by the Employer, to represent employees in accordance with this agreement. Use of official time when approved by the Employer will not be limited to the confines of the activity but will allow the representative to travel in accord with the needs of the individual case. Activities for which properly designated Union representatives may appropriately use a reasonable amount of official time during duty hours without charge to leave or loss of any pay, includes but is not limited to the following:

a. For representing the Union in negotiations in accordance with Article 29, "Negotiations," official time will be authorized for such purposes during the time the employees would otherwise be in a duty status;

b. To investigate, prepare, and present a complaint, grievance, or appeal as a Union representative of an employee;

c. A Union representative will be afforded reasonable official time to be present at the time of settlement or decision of any complaint, grievance, or appeal, where the complainant has

not elected a Union representative;

d. Reasonable time for preparation of information reports, required under 5 U.S.C. Section 7120(c), including financial reports and trusteeship reports, shall be accorded to Union officials. The amount of time granted will be that necessary to gather data and complete reports;

e. Attend formal and investigatory meetings between management officials and employees when such meetings are called by management and meet the criteria of 5 U.S.C. 7114(a)(2);

f. To participate in an arbitration or other administrative hearing including EEO, Merit Systems Protection Board (MSPB), or Office of Workers Compensation Program (OWCP) in either a representational capacity or as a witness. This provision is not intended to replace or conflict with a representatives or a witness' entitlement to official time under statutory venues.

g. Consult with management officials concerning grievances, personnel policies or practices, or matters affecting working conditions of employees;

h. Attend committee meetings as a designated Union representative; .

i. Present Union grievances to the Employer;

j. Respond to Employer grievances; and

k. Reasonable time shall also be granted as necessary to Union representatives and affected employees to prepare for meetings referenced above (except for Subsection a above which is covered in Article 29, "Negotiations"). The necessity for the amount of available preparation time shall be determined on a case by case basis, depending upon case complexity, time constraints, number of issues involved, etc.

Section 4. Union representatives on official time for representation duties will be afforded an area of privacy when meeting with employees whenever possible. The Employer will assist in providing such privacy within or in close proximity to the employees work area.

Section 5. In the event during the life of this agreement a Union President and/or Chief Steward from the bargaining unit are elected, the parties will revisit the issue of official time for these officers. In the interim, reasonable time will be granted in accordance with Section 7 below.

Section 6.

a. The Union agrees that its Officials and Stewards will use official time judiciously.

b. In the event the Employer believes that one or more representatives of the Union may be using more than reasonable amounts of official time, the Employer will discuss the matter with the Union President or designee.

Section 7. Each Official/Steward who is employed by the Employer will coordinate with his supervisor in advance regarding time to be spent on representational activities. Where circumstances permit, coordination will occur at least 24 hours in advance. The Official/Steward will also indicate the type of representational activity to be conducted and the length of time he anticipates being away from his work area. If additional time is required after departing the work area, the Official/Steward will call to coordinate additional needs with his supervisor. If a supervisor determines that the Official's/Steward's presence is necessary to meet mission needs of the Employer and denies the request for official time, the supervisor will indicate when it will be granted. If release is not possible within 24 hours the Union may assign a different representative.

a. Prior to entering an employee's work area, the Official/Steward will coordinate with the employee's supervisor. If due to mission needs, the meeting with the employee is not possible, the supervisor will advise the Official/Steward the time the employee will be available.

b. The Official/Steward will report to his supervisor when he returns to his assigned duty station and will provide a completed copy of the time usage form (See Appendix I).

c. Unless previously coordinated with their supervisor, Officials/Stewards shall report in person to their worksite at the beginning and prior to the end of each work day.

Section 8. Employees will also receive a reasonable amount of official time to participate in the activities necessary to process his/her individual complaint or grievance concerning conditions of work or those complaints or grievances initiated by the Union or the Employer. Employees who desire to leave their work site during work hours for such reasons as seeking representation, discussing or initiating a complaint/grievance, will also follow the procedures above with the exception of completing the official time form.

Section 9. Union representatives will follow the procedures in Section 7 above when placing/receiving telephone calls of over seven (7) minutes duration.

Section 10. There shall be no restraint, coercion, or discrimination against representatives of the Union because of the performance of duties in consonance with this agreement, or against any employee for filing a complaint or acting as a witness under this agreement, the Act, or applicable regulations.

Section 11. Where committees, task forces or work groups are established for the purpose of ascertaining bargaining unit employee views concerning conditions of employment, the Union will be advised accordingly and be given an opportunity to designate a representative. Where such committees, task forces or work groups are established to consider changes to working conditions within the bargaining unit, the Union will be notified and be given the opportunity to designate a representative, unless conversations of such group are considered to be internal management deliberations. In such case, the Union is not entitled to a representative until a proposal has been prepared by such group.

Section 12. Those activities concerned with the internal management of the Union should be conducted in non-work areas and only during non-duty times of the Union representatives and employees involved. Upon thirty (30) calendar days advance written request by the Union, the Union shall be granted the authority to conduct two (2) membership drives, of not more than twenty (20) calendar days duration each, within a one year period. Employees may be solicited only during non-work time. Upon request, the Employer shall provide the Union with furniture that may be available to support their effort. Use of desk drops will require prior approval of the Employer.

Section 13. The official time form may be modified upon mutual consent of the parties without modifying or amending this agreement.

ARTICLE 6
OFFICIAL TIME FOR TRAINING OF UNION
OFFICIALS AND STEWARDS

Section 1. The Employer agrees to grant official time to Union Officials and Stewards employed within the bargaining unit to attend Union-sponsored training when such training would be mutually beneficial to the Union and the Employer.

Section 2. The total time of training to be granted for all Union representatives during each year of the life of the agreement shall be:

Officers will be limited to 40 hours each year. Stewards and other designated representatives will be limited to 32 hours each year. The effective date of this agreement will begin the training year cycle.

Section 3. The request for such training time will be submitted in writing on behalf of the employees by the Union to the Director, CPAC. The request will normally be submitted **JO** calendar days in advance, or as soon as possible, to allow adequate time for a decision. At a minimum, the request should contain:

- a. Names and work organizations of employees requesting training;
- b. Official Union titles of the employees;
- c. An agenda of the training session;
- d. Number of hours requested; and
- e. Dates for which each employee is to attend.

Section 4.

a. Concurrent with the above action, the employees involved should advise their supervisors of the request and of the period of time involved. The Employer will determine whether the employees may be released from their duties and approve or disapprove the use of official time.

b. The Employer will normally provide written explanation of disapprovals at least two (2) weeks prior to the training; thereby giving the Union ample time to seek adjustment and/or to nominate other participants. However, the Employer reserves the right to cancel release of the employee for training in the event of unforeseen emergency mission requirements.

Section 5. The Employer agrees to grant 8 hours of official time for contract training for each

Union Officer and Steward within 60 calendar days of this agreement being implemented, in addition to the above. Upon 10-days advance notice from the Union, the Employer will release nominated Union Officials for training unless emergency requirements prevent.

Section 6. The Union will furnish a list of attendees to the Director, CP AC within fifteen (15) calendar days after the completion of training.

ARTICLE 7
FACILITIES AND SERVICES PROVIDED TO THE UNION

Section 1. The Union may use the Employer's internal mail distribution system for official correspondence with the Employer and distribution of the Union newsletter.

Section 2.

a. The Employer will make a reasonable amount of space available on appropriate bulletin boards where notices to employees are customarily posted for posting the Union's notices of meetings, recreational or social affairs, elections, results of elections or other appropriate literature. The Union, in posting material on designated bulletin boards, agrees that it is fully and solely responsible for the content of the material in terms of accuracy and adherence to ethical standards, and that it does not violate any laws, or the security of the Employer. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material.

b. The following statement will be posted by the Union on appropriate bulletin boards:
"A portion of this bulletin board is furnished for the convenience of the Union.
Objections to posted material must be brought to the attention of the Director, CP AC or a LIUNA Local 28 Official."

c. Material may be removed from the Union portion of bulletin boards only by the authority of the Union President or a representative from the Directorate, CP AC if the material is obviously obscene, racial, or is "classified."

Section 3. The use of the Employer's bulletin boards by the Union will not be available for posting or distribution of material that is factually inaccurate or goes beyond reporting about, or calling into question, the actions of employees or managers and is designed to hold said employee or manager up to public contempt or ridicule.

Section 4.

a. Upon request by the Union, the Employer agrees to furnish to the Union, for its internal use only, a list which will contain the names, grades and position titles of all employees in the bargaining unit. The list will be provided on a quarterly basis.

b. The Employer shall furnish the Union, on a monthly basis, the following information regarding all new employees who are members of the bargaining unit:

(1) Full name;

- (2) Position title and grade;
- (3) Organizational assignment; and
- (4) Minority Group Designator.

Section 5. The Employer will allow Union Officers and Stewards to use the Employer's telephones in the performance of functions related to the administration of this contract. If the individual telephone conversation extends beyond 7 minutes, the Union Officer or Steward must request and receive authorization for official time in accordance with Article 6. Employees will be allowed use of the phones, in excess of 7 minutes, for the purpose of seeking Union representation in regard to the contract only with supervisory approval.

Section 6.

a. The Employer will be responsible for providing initial distribution of copies of this agreement at its expense to supervisors and management officials and to each member of the bargaining unit. It is further understood that proof copies of the agreement will be reviewed and approved by the Employer and Union prior to final printing. The Union will be provided 10 courtesy copies. The Employer further agrees to post this agreement on the Fort Sam Houston Garrison Internet Home Page. The Union and the Employer will agree on the cover of the agreement. The front cover will contain the effective date of the agreement.

b. The Employer will immediately, upon the approval of the agreement by the Agency, initiate action to publish the agreement. Distribution will be made to supervisors immediately upon publication. The Employer will publicize the availability of the agreement when distribution is made. Employees will be provided one copy each of the agreement by the Employer. The Union will provide copies to new employees during New Employee Orientation.

ARTICLE 8
PAYROLL WITHHOLDING OF LABOR ORGANIZATION DUES

Section 1. The Union and the Employer agree that any eligible employee who is employed in the bargaining unit, and who is a member in good standing of the Union, may authorize an allotment of pay for the payment of dues for membership, provided;

- a. The employee continues his employment in the unit for which exclusive recognition has been granted.
- b. The employee has voluntarily submitted a request for such allotment of pay, and
- c. The employee received each pay period sufficient net salary to cover the allotment after other legal and required deductions have been made.

Section 2. The Union agrees that it will be responsible, during non-work time of employees concerned, for procuring the prescribed allotment form (Standard Form 1187); distributing the form to its members; certifying the amount of its dues; and informing and educating its members on the program for allotments for payments of dues, and the uses and availability of the required form.

Section 3. An Officer of the Union will receive the forms from members who request an allotment and will ascertain that the employee is a member in good standing. He will complete a Section of the authorization forms and submit them to the Director, CPAC, Headquarters, U.S. Army Garrison, Fort Sam Houston, ATTN: Labor Relations, Fort Sam Houston, Texas 78234.

Section 4. Authorizations received in the Customer Service Representative Office (CSRO) will be effective in the next regular bi-weekly pay period, and bi-weekly deductions will continue in effect until the allotment is terminated.

Section 5. The amount to be deducted each bi-weekly pay period will be for dues only. No other deductions are authorized. Written notification of the new amount and the effective date will be made through the CSRO.

Section 6. The dues will be remitted to the Treasurer, LIUNA Local 28, after the completion of each bi-weekly pay period. Each remittance will be accompanied by a statement containing the following information:

- a. Identification of the installation and unit;
- b. Pay period date;
- c. Identification of the Local;

- d. Names of members for whom deductions were made and amount of each deduction;
- e. Total amount withheld each pay period; and
- f. Net amount remitted.

Section 7. An employee may, at any time, submit a revocation of his allotment. The revocation will be effective at the beginning of the first pay period following the anniversary date of the employee's signed dues withholding. The revocation should be made on a Standard Form 1188 that will be provided to the employee by the Employer or the Union upon request for this purpose. It is the employee's responsibility to submit his written revocation directly to the CSRO on a timely basis. The employee's signed written request will be accepted; however, even though not submitted on the form. The written request should contain the employee's name, social security number, and activity or other work site designation.

Section 8. The Union will send to the CSRO, within ten (10) calendar days after receipt, any revocation of allotment received by the Union. Upon revocation submitted by the employee direct to the Civilian Pay Section, that office will submit a copy of each revocation to the Union with the remittance statement for the first payroll period prepared after receipt of the revocation.

Section 9. The Union will notify the CSRO within five (5) calendar days when an employee with a current allotment ceases to be a member in good standing. The CSRO will terminate the allotment upon receipt of the information.

Section 10. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action; when this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense; or when the employee has been suspended or expelled from the labor organization.

Section 11. The allotments for all employees who are members of the Union will be terminated if the Union loses eligibility for exclusive recognition.

Section 12. A copy of the SF 1188 or written request from the employee will be provided to the Union by the Employer. Upon request, the Employer will advise the Union when other employees have been dropped from payroll deductions, and the reason for dropping the employee.

Section 13. When a change in the agency or its technology results in substantive conflicts with the language of this Article, the parties agree to meet and negotiate on any necessary changes.

Section 14. Employees are responsible for ensuring that their dues withholding status is accurately reflected each pay period on the Leave and Earning Statement (LES). Employees will, through appropriate channels, notify the CSRO promptly of any errors.

ARTICLE 9
POSITION CLASSIFICATION

Section 1.

- a. A job description is a written record of the basic duties and responsibilities assigned to a position and which comprise the major duties assigned to an employee.
- b. Neither the inclusion nor omission of duties in a job description controls or in any manner affects the right of the Employer to assign duties to an employee or to assign, change, or eliminate part or all of the duties and responsibilities that have been grouped together to constitute a position.
- c. The term "performs other duties as assigned" means tasks that are incidental or temporary in nature and may reasonably be associated with the incumbent's occupation or functional assignment or are of an emergency nature. In assigning such duties, management should consider the capacity and competence of the employee to be assigned, to avoid creating health or safety hazards.

Section 2.

- a. The Employer will, upon request, meet with employees to discuss and review their job descriptions. The Employer will consider employee suggestions for changes to the job descriptions that may be needed.
- b. An employee may request that his supervisor review the employee's job description for accuracy in the event the employee feels that the job description does not cover the major duties of the position. Such a request will not be construed as a formal complaint, and all input will be considered.
- c. When differences concerning the accuracy of a job description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the negotiated grievance procedure and have a right to Union representation.
- d. If the Employer and the employee agree on the duties the employee is performing, the description of duties will be forwarded to the Civilian Personnel Advisory Center (CPAC) for appropriate classification action.

Section 3. An employee has the right to appeal the classification of his position at any time. A General Schedule (GS) employee may appeal to the Department of Defense (DOD) Civilian Personnel Management Service using the established appeal procedures or directly to the Office of Personnel Management (OPM) under their appellate procedures.

Section 4. Employees have the right to be helped in preparing and presenting classification appeals by a representative of their own choosing.

Section 5. Retained grade and retained pay rights will be accorded to those employees whose positions are downgraded consistent with OPM regulations.

ARTICLE 10 MERIT PROMOTION

Section 1. Merit placement and promotion procedures will be governed by Fort Sam Houston Regulation 690-4, Merit Placement and Promotion, the RESUMIX process and other applicable laws and regulations, and the following.

Section 2. Rating and ranking of candidates for positions in the bargaining unit which are filled through competitive promotion may be performed by staffing personnel or by an evaluation and ranking panel, depending upon which is most appropriate in view of the characteristics of the position being filled and such factors as time and cost. The Employer will determine when panel rating is appropriate. Raters shall treat all information obtained in the rating process as strictly confidential and shall not discuss the proceedings. Where the Employer has reasonable cause to believe that there has been a breach of confidence by a rater, that person will be disqualified.

Section 3.

a. A unit employee who has been demoted through reduction in force (RIF) or reclassification action shall be entitled to priority consideration for promotion until re-promoted to his former grade or he turns down a reasonable offer at his former or intervening grade level. If an intervening grade level offer is accepted, consideration for promotion to former grade will continue.

b. The selecting official may select the individual or request a list of best qualified candidates.

Section 4. A directed reassignment is normally made after obtaining the employee's consent. If the employee does not consent to the reassignment, the action will be formally proposed to the employee and the employee will have the opportunity to present reasons why the reassignment should not take place. The decision to make the reassignment will be made by the Employer representative in coordination with the CPAC.

Section 5.

a. A bargaining unit employee who has been demoted through reduction in force (RIF) or reclassification action shall be entitled to special consideration for promotion until re-promoted to his former grade or he turns down an offer at his former or intervening grade level. If an intervening grade level offer is accepted, consideration for promotion to former grade will continue. Bargaining unit employees who apply in response to an announcement for a unit vacancy and who meet minimum qualification requirements will be referred in advance of the referral of the best qualified group.

b. The selecting official may select the individual or request a list of best qualified candidates. Bargaining unit employees who are referred on the best qualified list will be selected provided they are on grade and pay retention subject to the following criteria:

- (1) The employee's service in the higher grade was satisfactory;
- (2) The employee's conduct prior to demotion was satisfactory based on an overall review of the employee's personnel records; and
- (3) The employee meets current qualification requirements for the position.

ARTICLE 11
DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is the temporary assignment of an employee to duties not within his job description; to a different position, work area, or set of duties for a specified period of time with the employee normally scheduled to return to his regular duties at the end of the detail. A detail does not change the employee's official title, grade, or pay rate. Detail and temporary promotion procedures will be governed by applicable laws and regulations (Title 5 U.S.C. 2301, 2302) and this Article.

Section 2. Details should be on a fair basis, consistent with employee qualifications, and without discrimination or personal favoritism. Details should not be used as forms of reward or punishment. Managers are encouraged to rotate details equitably among those employees who have been determined by management to have the capacity and requisite skills for assuming the responsibilities of the assignment unless competitive procedures are used.

Section 3. Details in excess of 30 days will be requested on SF 52 by the Employer and submitted through the CPAC to be recorded in the employee's Official Personnel Folder. Details need not be documented if the detail is identical to or of the same grade and series requiring the same basic duties as the employee's current position.

Section 4. Employees should be considered and selected for details on a fair basis consistent with employee qualification and skill requirements. It is recognized that certain factors, i.e., security clearance, continuity of jobs of short duration, peculiar environmental or skill requirement, may cause imbalances in the equitable distribution of details. If either party determines, on a case by case basis, an unacceptable imbalance or concerns exist, rosters should be maintained. Such rosters will be established by the Employer with employees listed by seniority, based on service computation date (SCD).

Section 5. Temporary promotion instead of a detail will be made when:

- a. The employee is fully qualified for promotion; and
- b. The assignment to a higher graded position is expected to last for more than 90 calendar days.

Section 6. In assigning details, the Employer will be considerate of the employee's personal circumstances.

Section 7. Attempts to resolve employees' dissatisfactions concerning details will include informal discussions between the appropriate supervisor, employees, and Union representatives, upon request.

Section 8. Repeated renewals of details, an excessive number of details and prolonged periods of details are discouraged.

Section 9. Detail assignments and performance, when appropriate, shall be given consideration and weight when considering employees for merit promotion opportunities.

Section 10. Gaining supervisors, of employees detailed in excess of 30 days, will provide input to the employer's rater of record.

ARTICLE 12 REDUCTION IN FORCE

Section 1. The Employer shall inform the Union of proposed action to implement a reduction in force (RIF) as soon as practical after the Employer becomes aware that a RIF is imminent. The Employer will inform the Union as to approximate number of positions involved, types of positions, and proposed effective date. The Employer agrees not to implement this action until it has been negotiated in accordance with Article 29, Negotiations.

Section 2.

a. The Employer agrees to make every reasonable effort to minimize the effects of a RIF in the unit through the reassignment, under applicable regulations, of the employees to available vacancies for which they are qualified and providing maximum assistance in out-placement. The Employer will immediately institute a freeze on hiring from the outside if at least fifty (50) employees are scheduled to be separated. Exceptions to the freeze would be filling of vacancies for mandatory mission needs, temporary fills, or if it is determined that a vacancy cannot be used for RIF placement.

b. The Employer agrees that, when an employee is reassigned due to the position previously held having been eliminated, sufficient training as determined by the Employer, will be given the employee to enable him to perform the duties of the new position.

Section 3. Where practicable, the Employer shall attempt to accomplish necessary RIF by attrition.

Section 4. The Union and any employee affected by RIF action and his representative shall be permitted to inspect the retention register on which his name appears.

Section 5. The Employer shall request, when appropriate, that the Department of Defense determine that the agency is undergoing a major RIF for the purpose of authorizing voluntary early retirement under 5 U.S.C. 8336(d)(2)(E).

Section 6. Pursuant to notification of a reduction in force, the Union, upon request, will be permitted to review RIF notices and placement actions issued or pending issuance by the Director, CP AC.

Section 7. Reduction in force will be conducted in accordance with Federal wide, and agency regulations, and this agreement.

Section 8. The Union will receive at least two (2) weeks' notice prior to an informational notice of a RIF being released to the employees.

Upon request and prior to employees receiving notice, the Union will be provided a list of affected unit employees to include their offers, if applicable, and a copy of the retention register.

Section 9. Employees will receive not less than 60 days notice of a specific RIP action. OPM may approve a shorter notice period in accordance with 5 CFR 351.801(b). Where DOD regulations provide for a 120 calendar day notice when the RIP would involve separation of a significant number of employees (e.g., 50), such guidance will be implemented.

ARTICLE 13 OUT-PLACEMENT

Section 1. REORGANIZATIONS OR REDUCTIONS IN FORCES (RIFs): The Employer agrees that in the event of a RIF or a reorganization, an active out-placement program will be implemented. The primary aim of this program will be to find a position in the Federal Service for each affected employee commensurate with that employee's skills, experience, and career goals. Finding a non-Federal sector position meeting these requirements will be a secondary aim of the program.

Section 2. PERSONNEL FILES: The Union and management will jointly encourage each employee to see that his Official Personnel Folder (OPF), and resume are up-to-date as soon as the RIF or reorganization is announced. The Employer will add to the OPF any changes or amendments the employee requests in accordance with regulations. The OPF and resume will be used to match employees with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies, if permitted, by the respective placement program.

Section 3.

a. The Director, CP AC, or designee, will review the Official Personnel Folders of employees being separated to identify the specific grades and series of positions for which the employees qualify, and determine the interest of employees in order to develop the best opportunities for continued employment. This includes contacting appropriate sources (e.g., OPM, other Federal agencies, etc.) in an attempt to find appropriate positions.

b. Employees will be informed of and provided opportunity to register in the DoD Priority Placement Program, the Defense Outreach Referral System, the Army Career and Alumni Program, the OPM Interagency Placement Program, and the Economic Displaced Worker's Adjustment Act as appropriate. Employees will be afforded all placement opportunities in consonance with the individual program criteria.

c. CPAC will brief union officials on the various systems available on request.

Section 4.

a. A work group will be established to operate an out-placement program on RIFs which result in separation of 30 percent or more of the bargaining unit employees or 50 unit employees, whichever is less. The group will operate for the duration of the RIF or reorganization.

b. The work group will interface with federal and private sector employers in an effort to seek placement for impacted employees.

c. The Union shall be authorized to designate a representative to serve on the work group. The Union representative's training expenses will be borne by the Union.

Section 5. A program participant will remain eligible for placement assistance until he or she:

a. Voluntarily separates;

b. Accepts a valid offer;

c. Declines a valid offer or an intervening grade level offer

A valid offer is a position that is considered valid under the provisions of the appropriate program. This generally means a position at the same pay and/or grade as the position of record.

A valid offer must be within the commuting area or in another geographical location in which the employee has expressed a written interest.

ARTICLE 14
COMMERCIAL ACTIVITY/CONTRACTING OUT

Section 1.

- a. The Employer retains the right to make determinations with respect to contracting out as provided in 5 USC 7106. '
- b. The Employer agrees to provide timely notification to the Union concerning any proposal to contract out work performed by unit employees, or a proposal to review such a functional area for possible conversion to contract.
- c. The Union may request, in writing, copies of any relevant and pertinent data in connection with the implementation of OMB Circular A-76, Performance of Commercial Activities, including any training materials. After a review of such request the Employer will provide the Union, to the extent not prohibited by law or applicable regulation, data which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of mandatory bargaining.

Section 2. The Employer agrees to comply with commercial activities statutes and regulations, to the extent not prohibited by law, to include 10 USC 2461 et. seq. Federal Acquisition Regulations 48 CFR Subpart 7.3; and DoD Commercial Activity Program 32 CFR Part 169; and Army Regulation 5-20.

Section 3. The Union shall be allowed a representative on the Commercial Activities Working Group and may attend meetings that relate to the development of the Performance Work Statement (PWS) or the Most Efficient Organization (MEO). However, some of the work of the Group may be considered internal management deliberations. In such instances, it would not be appropriate for a Union representative to be present.

Section 4. The Union representative may receive such training as is provided to the Group regarding the contracting out process.

Section 5. The Employer agrees to consult with the Union on at least a monthly basis during the development and preparation of the PWS and the MEO Study and other matters relating to that determination, to the extent not prohibited by law. The Employer agrees to consider the views of the employees performing the tasks subject to the commercial activity review. This information will not be provided to the Union if the Union is to be a bidder in the process.

Section 6.

a. The Employer will notify and consult with the Union concerning any proposal to convert in-house functions currently performed by bargaining unit employees to outside contract. Proper subjects for consultation may include:

- (1) The reason for the possible conversion to contract;
- (2) Status of affected employees;
- (3) Actions to minimize adverse impact on unit employees (e.g., reassignment, retraining, hiring limitations); or
- (4) Contract specifications consistent with procurement regulations.

b. The Union may file written comment regarding consultation subjects. The Employer will respond to any written submission by agreeing to meet and discuss the Union's comments and related concerns. The Employer shall duly consider the Union's input and, upon request, furnish a written reply to the points raised by the Union.

c. The Union will be furnished information on contract specification at the same time the invitations for bids are mailed to bidders. Also, the Union shall be furnished dates and times of pre-bid and bid-opening conferences, as appropriate. The Union shall have a right to have a representative at such conferences.

Section 7. Consistent with applicable regulations, the data that may be provided to the Union, in accordance with Section 1e above, may include but is not limited to: pertinent information on cost studies, Invitation for Bid (IFB), Request for Proposal (RPF), abstract bids, correspondence from higher authority directing the cost study, correspondence for the Department of Labor regarding wage rates, the PWS, and any changes, the "milestone" chart or similar document setting forth the estimated dates for the contracting-out process, bidder questions and Employer answers related to the PWS. The Union will have a reasonable time to review and respond to each of the above. Written responses from the Union will be addressed by the Employer. All data will be corrected where the Union demonstrates that it is not valid or prepared in accordance with existing directives.

Section 8. The Employer will permit a Union representative in the "walk through" by bidders of the function under review.

Section 9. Any additional negotiations as appropriate will be conducted in accordance with Article 29, Negotiations and/or Article 30, Duration, Review, and Supplementation of Agreement

Section 10. The Employer agrees to make reasonable efforts to minimize the impact on

employees when a function is contracted out. Employer efforts will normally include limiting permanent new hires and consideration of attrition patterns. Placement consideration will be in accordance with the Reduction-in-Force and Out Placement article in this agreement.

Section 11. Disputes concerning provisions of OMB Circular A-76 will be resolved through A-76 appeals procedures. Issues arising from the collective bargaining agreement, law, rule or regulations other than those exclusively reserved under OMB Circular A-76 may be resolved through the grievance/arbitration procedure to the extent not prohibited by law.

Section 12. In the event any agency decision to contract out is based upon information provided by the contractor or an individual in violation of the False Claims Act 31 USC 3729, as amended, employees will be compensated for filing successful court actions in accordance with 31 USC 3730, as amended.

Section 13. Management recognizes the "right of first refusal" as referenced in OMB Circular A-76 (dated May 29, 2003) and prescribed in Federal Acquisition Regulation (FAR) 7.305(c), which provides that the contractor shall give government employees who have been or will be adversely affected or separated as a result of award of a contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards. Refusing the right of first refusal because of displacement due to contracting shall not deny an employee of any assignment rights he might otherwise have under applicable reduction-in-force procedures.

ARTICLE 15 TRAINING

Section 1. Subject to the availability of funds, the Employer will plan and provide for training and development of employees as required to accomplish the mission. The choice of subject matter, areas for training, selection and assignment of training priorities, and the selection of employees to be trained is a function of the Employer.

Section 2. The Employer is responsible for:

- a. Assessing the training needs of employees;
- b. Identify and document training in conjunction with employees developmental training during performance counseling; and
- c. Counseling employees regarding self-developmental activities that would contribute to their performance or career development.

Section 3. Evidence of completed training furnished by the Employer will be recorded in the employee's electronic DCPDS file. This does not relieve the employee of the individual responsibility to keep his personnel folder current and complete to fully reflect total employment experience, training, and education.

Section 4. The Employer agrees to extend consideration to the reimbursement of expenses incurred by an employee in attendance at job-related courses on his own time. Such consideration will be subject to the availability of funds and the priorities of training needs. Partial or full reimbursement, if approved, will be in accordance with existing policies and regulations.

Section 5. The Employer agrees that when an employee is adversely affected by a reduction in force, reorganization, or transfer of function, sufficient training may be provided as determined by the Employer to enable the affected employee to perform duties of a new position and/or assisting in the placement of employee.

Section 6. The Employer will provide a listing of job related courses to supervisors that employees may request to attend that are funded by Civilian Personnel and/or the Directorates for posting on official bulletin boards.

ARTICLE 16 HOURS OF WORK

Section 1. The regular tour of duty will consist of five (5) consecutive 8-hour workdays, Monday through Friday, from 7:30 a.m. to 4:00 or 4:30 p.m. The occurrence of Holidays will not alter the regular weekly tour of duty.

Section 2. The length of the lunch period will be ½ hour to 1 hour and will be taken between 11:00 and 1:00 p.m. The lunch period starting time will be coordinated with and subject to supervisory approval.

Section 3. DEFINITIONS - ALTERNATE WORK SCHEDULE PROGRAM (A WS) Program.

a. **5-4/9 Plan.** The 5-4/9 Plan consists of a total of eighty (80) hours in nine (9) working days, limited to nine (9) hours per day during eight (8) days of the biweekly pay period and eight (8) hours on the 9th day to complete the basic requirement for the two (2) week period. The employee has one day off in each biweekly pay period. Subject to supervisory approval, the regular day off (RDO) may be any day within the pay period. The tour of duty is defined by a fixed schedule; however, within the work unit, employees' arrival and departure times may be staggered, subject to supervisory approval.

b. **4-10 Plan.** The four (4) day workweek consists of a work schedule often (10) hours per day for four (4) days a week. The employee has one day off during each work week, Subject to supervisory approval, the regularly scheduled day off may be any day within the work week. The tour of duty is defined by a fixed schedule; however, within the work unit, employees' arrival and departure times may be staggered, subject to supervisory approval.

c. **Flexitour Plan.** Flexitour Plan consists of five (5) consecutive work days of eight (8) hours each. Employees may pre-select their arrival time at pre-established set times, consistent with supervisory approval and mission requirements, resulting in a fixed schedule until the next selection period. The starting times: no earlier than 0630 and no later than 0830 in one-half hour increments (i.e., 0630, 0700, 0730, 0800 and 0830).

d. **Core Hours:** The period when all employees must be at work during their scheduled tour of duty: from 0900 to 1530 hours.

e. Employees wishing to participate in an A WS schedule will submit their request in writing to their supervisor. Supervisors then have five (5) working days in which to approve or deny an employee's request. Denials will be submitted to the employee and the Union and be in writing, with a detailed substantive reason for the denial.

f. If the Employer disapproves the implementation or continuance of an A WS schedule, the parties will comply with the requirements of the Federal Employees Flexible and Compressed Work Schedules Act. As provided under the Act, pending a decision from the Federal Service Impasses Panel, employees already participating, will continue on their elected schedules. Alternatively, in the event of disapproval, the employee and/or the Union may grieve the issue through the negotiated grievance procedure.

Section 4. An employee may voluntarily:

- a. Request a change in plans, hours, or regular day off (RDO) if on a compressed work schedule; and
- b. Pre-select a starting time no earlier than 0630 hours, if working an A WS, as long as the schedule terminates no later than 1800 hours daily.

Section 5. Participation in the A WS program is voluntary for all employees.

Section 6.

- a. The Employer will notify the Union, if at all possible, prior to determining that a bona fide emergency exists, and consult/negotiate with the Union regarding any need for suspending the A WS within 24 hours of the notice.
- b. When employees are involved in training for five (5) calendar days or more, or are on TDY travel, the work schedule will be temporarily changed for the pay periods involved to straight 8 hour days. For periods of training less than five (5) calendar days, the employee may have his work hours for that week temporarily changed to accommodate the mission. This does not preclude employees from mutually working out alternative arrangements with their supervisors.

Section 7. RELIGIOUS OBSERVANCES. An employee whose personal religious beliefs require that he or she be absent from work during scheduled work periods may elect, with the approval of his/her supervisor, to engage in overtime work for time lost as the result of meeting those religious requirements. Any employee who elects such overtime work with the approval of the Employer shall be granted equal time off from his/her scheduled tour of duty (in lieu of overtime pay) for such religious reasons, or requirements.

Section 8.

- a. Employees in the unit are authorized one 15 minute break during each 4-hour work period and a 15 minute break during each 4 continuous hours of overtime.
- b. Scheduling of breaks will be based on operational needs. Where practical, all employees in a work area will be required to take breaks at a standard time. With prior approval, employees

may use independent discretion and take their rest periods at appropriate intervals of work.

c. Normally, the employee will take the break within the work area, but may leave the area if he tells his supervisor when he can be located if mission needs arise. Employees may elect to take equivalent intermittent breaks during the day to smoke in lieu of the scheduled break period. Those employees who are permitted intermittent breaks to smoke during the conduct of their work shall not have other scheduled breaks. At no time will any smoke break exceed the authorized 15 minute break for each four hour work period.

Section 9. When a federal holiday falls on a regular scheduled day off, employees will be given the next whole day off or the person's workday off as a holiday with pay in accordance with regulations. However, if an employee has a regularly scheduled day off (RDO) on the last day of a pay period, and a holiday falls on that day, the day before the RDO, the holiday will be the day preceding the RDO.

**ARTICLE 17
OVERTIME**

Section 1. The assignment of overtime work is a function of management, and management officials are required to keep overtime work to a minimum consistent with the accomplishment of the Employer's mission. Therefore, staff principals/chiefs are expected to assign overtime work in such a way as to accomplish it as efficiently and expeditiously as practicable. Overtime will not be used by the supervisor as a reward or punishment.

Section 2.

a. Employees shall be required to perform overtime work unless the supervisor determines that overtime for any employee would be inappropriate due to such reasons as impairment of health, efficiency, or undue personal hardship such as a scheduled vacation or other justifiable reasons.

b. An employee will be released from an overtime assignment provided his reasons, as determined by the supervisor, are valid and another qualified employee familiar with the work is available for overtime. A written denial is required when the employee provides a written request for release with justification.

Section 3. First consideration for overtime shall be given to those employees who are currently assigned to the job. Second consideration will be given to those qualified employees normally performing the job in the area or functions where the overtime work is required. Employees should be selected for overtime work on a fair and equitable basis consistent with job and skill requirements. It is recognized that certain factors (i.e., security clearance, continuity of jobs of short duration, peculiar environmental or skill requirement) may cause temporary imbalances in the equitable distribution of overtime. If either party determines, on a case by case basis, an imbalance or concerns exist, rosters should be maintained.

Section 4. Employees needed for overtime work will be given advance notice but the parties agree employees should be willing to accept overtime on short notice. The Employer agrees to make reasonable efforts to notify employees of the possibility of overtime work or the requirement to work overtime far enough in advance to allow employees to adjust to the requirement. The Employer will provide 72 hours advance notice of approved overtime requirements or notice will be provided as soon as overtime is planned, when 72 hours advance notice cannot be provided.

Section 5. Employees required to perform authorized overtime work shall be compensated in accordance with applicable Federal laws.

Section 6. Employees who are classified non-exempt under the Fair Labor Standards Act may not perform work outside normal working hours unless specifically ordered or authorized by the

Employer to do so. If the Employer suffers and permits these employees to work, they should be paid overtime.

Section 7.

a. To the maximum extent practicable, the Employer shall schedule the time to be spent by an employee in travel status away from his duty station within the regularly scheduled workweek of the employee.

b. When it is required that travel be performed during non-duty hours, an employee will be compensated with compensatory time or overtime pay as provided for by applicable Federal law.

Section 8. Any employee who works with the approval and knowledge of the Employer, more than eighty (80) hours in a pay period, shall be compensated for such work by receiving overtime pay or time off for those hours in excess of eighty (80) hours. Such compensation shall be awarded under controlling regulations and/or laws.

Section 9. Overtime will be compensated in 15 minute increments. If an employee works 8 or more minutes in a quarter hour, that employee will be compensated for 15 minutes of overtime. If an employee works 7 minutes or less, the employee will not be compensated. This is not to be interpreted that the Employer may work employees on a regular basis for 7 minutes or less without compensation.

Section 10. Employees called in to work irregular or occasional overtime outside of and unconnected to their basic workweek, shall be paid a minimum of two (2) hours pay, regardless of whether the employee is required to work the entire two (2) hours.

Section 11. Due to mission, certain employees identified by the Employer may be required to carry government issued communication devices (example: cell phone, blackberry). Employees will be in a non pay, "on call" status until contacted. When the employee is contacted and begins performing hours of work, in accordance with applicable regulations, he is in a duty and pay status.

Section 12.

a. Employees will not be coerced or required to accept compensatory time in lieu of overtime payment except under government wide regulations.

b. Compensatory time should be used as soon as practicable. If not used within specified timeframes, compensatory time may be converted to overtime pay or forfeited in accordance with applicable law and government-wide regulations.

ARTICLE 18
LEAVE

PART I - ANNUAL LEAVE

Section 1. Annual leave will be administered in accordance with Fort Sam Houston Regulation 690-14, other applicable laws and regulations, and the following. Whenever there is a conflict with rules and regulations other than those of a government-wide authority, this agreement will prevail.

Section 2. The Employer retains the right to approve/disapprove or re-schedule annual leave based on workload requirements. Consistent with the Employer's need of the individual, annual leave which is requested in advance will normally be approved.

Section 3.

a. Normally, the employee will submit his scheduled leave request (to his immediate supervisor) during the first thirty days of the calendar year. The Employer will approve/disapprove the leave within the next thirty days. Seniority (SCD) will be considered in scheduling where several employees request the same period. Once an employee's vacation time has been scheduled, he will normally be permitted to change his selection only if workload permits and no other employee's choice are disturbed or if another employee agrees to trade.

b. Employees will not normally be required to forego their previously scheduled leave except when emergency conditions or completion of mission important workload dictates. When such situations arise the Employee will be allowed to continue his scheduled leave as soon as the necessary mission work has been completed. If the situation is such that the entire leave must be cancelled, upon request, the employee will be given a written statement as to why his leave was cancelled and be given priority consideration for available dates.

c. Management will make a maximum effort to avoid cancelling leave where financial loss to the employee is involved. When the Employer knows of a need for maximum attendance, employees will be notified promptly.

d. If there is a conflict in scheduling leave or when there is a mission need to cancel already approved leave which cannot be resolved by the individuals involved, the following priority list will be used:

Scheduled Leave

(a) Employees who have already incurred a substantial financial expenditure for use of that time period (after the time has already been scheduled);

(b) Hardship;

- (c) Employees who did not have that time scheduled during the previous year;
- (d) Date of request;
- (e) Employees who have use or lose leave; and
- (f) Service Computation Date.

Section 4. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee, but will normally be granted. Except where circumstances beyond the control of the employee do not permit, the employee must contact his supervisor or designated alternate, either personally or by phone, as soon as possible, but not later than two (2) hours after the beginning of the regular work shift. When another person contacts the supervisor on the employee's behalf, it remains the responsibility of the employee to be aware of the supervisor's approval/disapproval of the requested absence.

Section 5.

- a. It is the responsibility of the employee to ensure that he does not forfeit leave due to use or lose provisions. Management will work with employees in scheduling and rescheduling leave to avoid its loss.
- b. If the Employer prevents the employee from using scheduled leave at the end of the year, that leave will be restored in accordance with applicable regulations.

Section 6. The Employer will make every reasonable effort not to require employees to take leave that would create undue hardships.

Section 7. The employee will not be required to take annual leave for attendance at official functions.

Section 8. An employee injured in the performance of his duties will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment to the extent that the time falls within his prescribed hours of work for that day.

PART II - SICK LEAVE

Section 9. Sick leave will be governed in accordance with Fort Sam Houston Regulation 690-14, other applicable laws and regulations, and the following.

Section 10. Sick leave, if available, shall be granted to employees when they are incapacitated from the performance of their duties by physical or mental illness, injury, pregnancy or childbirth or when a member of the immediate family of the employee is afflicted with a contagious disease and requires attendance of the employee, or when, through exposure to contagious disease the presence of the employee at his post of duty would jeopardize the health of others. Employees may be authorized:

a. Family care sick leave to provide care for a family member as a result of physical or mental illness; injury, pregnancy; childbirth; or medical, dental or optical examination or treatment.

b. Bereavement sick leave to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

Section 11. Sick leave, as necessary, shall be granted to the extent due and accrued for medical, dental, or optical appointments, examinations or treatment. Requests for sick leave under this Article shall normally be made in advance and time granted normally shall not exceed that required for travel, examination, and treatment. Employees will be expected to return to work upon the completion of such appointment, provided they are physically able and can report for as much as two (2) hours; or annual leave may be granted at the discretion of the supervisor upon request from an employee for the remainder of the day, when it is not appropriate for charge to sick leave.

Section 12. An employee who is prevented from reporting to his scheduled tour of duty because of an incapacitating illness or injury shall furnish notice to an appropriate official designated by the Employer, by telephone or other means, within two (2) hours after the beginning of the employee's normal work shift. The employee is responsible for making every reasonable effort to ensure that notification is made to his supervisor. The Employer shall inform employees of the names and telephone numbers of the appropriate officials to whom to report. When reporting, the employee shall furnish the reason for absence, and the estimated duration of absence. When the employee knows in advance that he will be absent beyond the original estimated time, he will report this to the appropriate management official not later than the last day of the originally reported absence, indicating the reasons for the continuing absence and when he expects to return to work. Notification for each day of absence due to illness will be made to the appropriate official unless medical documentation has been presented in advance to cover the entire absence. Such notification will not in itself be justification for approval or disapproval of sick leave. Upon return to duty, the employee's request for sick leave will be considered on an individual basis. If the absence exceeds three (3) calendar days, employees must, upon returning to duty furnish a signed statement from a physician or licensed medical practitioner that they were incapacitated for duty during the entire period of absence. This requirement for a physician's statement may be waived where a chronic condition had been previously documented. Additionally, for absences of up to five (5) consecutive work days, those employees who have used thirty-six (36) hours of sick leave, or less, during the preceding leave year may be permitted to provide a personally signed statement explaining the nature of the illness and the reasons why a physician's services were not utilized. Medically documented long term sick leave often (10) consecutive work days or more will not be counted as part of the thirty-six (36) hours.

Section 13. It is agreed and understood that the Employer has the right to require that an employee furnish a medical certificate for each absence of any duration in accordance with 5CFR630.403 (a); or when there is reason to believe that the employee has abused sick leave privileges or after the Employer has counseled the employee with respect to the use of sick leave.

However, for absences of less than 3 days, supervisors must determine whether documentation is necessary in a reasonable manner.

PART III - MATERNITY AND PATERNITY LEAVE

Section 14. An employee who is pregnant may be granted sick leave, annual leave, or leave without pay, as appropriate, during delivery, confinement and care of the infant. An employee will make known to her supervisor her intent to request leave for maternity reasons, including the type of leave, and the approximate dates, in order that the supervisor may plan for staffing adjustments which may be necessary during her absence.

Section 15. Annual leave, sick leave or leave without pay may be granted to male employees in order to aid or assist in care of his minor children or the mother of the newborn child while she is incapacitated for maternity reasons.

Section 16. Annual leave, sick leave or leave without pay may also be granted to any employee when adopting a child.

PART IV- FAMILY LEAVE

Section 17. Under the Family Medical Leave Act, an employee who has completed at least 12 months of service shall be entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- a. The birth of a son or daughter of the employee and the care of such son or daughter;
- b. The placement of a son or daughter with the employee for adoption or foster care;
- c. The care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
- d. A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position.

PART V -ADMINISTRATIVE LEAVE OR EXCUSED ABSENCE

Section 18. Administrative leave or excused absence shall be granted in accordance with government-wide regulations to employees for participation in such civic activities as:

- a. Registration and Voting. The Employer may, upon request, excuse employees from work in order to vote or register to vote 'provided that the particular circumstances regarding the employee(s) make voting/registering after duty hours impractical.
- b. Blood Donation. Consistent with mission requirements, employees are encouraged to

serve as blood donors and will be excused from duty. Employees who give blood without compensation may be excused without charge to leave for any portion of the day blood is donated, for travel to the donation site, donation and recovery immediately following the donations. This will not exceed 4 hours unless unusual travel time is required. The Employer will make a good faith effort to schedule blood drives during mid-day hours.

c. Court Leave. Court Leave is authorized absence, without charge to leave or loss of pay for jury duty or to serve when summoned as a witness, in a nonofficial capacity, on behalf of federal, state, or local government or when such government is a party to an action. The Employer will grant court leave as appropriate.

(1) Employees excused for court duty when two or more hours remain in the workday are expected to return to duty unless extenuating circumstances (distance from home, duty station, court, etc.) make returning impractical.

(2) Employees will present evidence of a call to court service to their supervisor immediately upon receipt. Upon completion of court duty, employees will obtain a Certificate of Service from the Court Clerk and deliver it to their supervisor.

d. Bone Marrow or Organ Donor Leave. Upon request, the Employer will grant bone marrow or organ donor leave as appropriate to employees who serve as a bone-marrow or organ donor.

Section 19.

a. Unusual Climatic Conditions: Excused absence which may be appropriate due to weather extremes is within the discretion of the Employer and will be appropriately considered in accordance with applicable laws and regulations. Emergency essential employees will continue to report to duty as directed by the Employer.

b. Work Interruptions: Employees who are prevented from working due to interruptions or suspension of normal work operations will be assigned to other work where possible. If other work is not available, the employee may be excused or placed on leave at the discretion of the Employer.

c. Where employees are excused, management will notify employees.

Section 20. Leave usage will be charged in increments of 15 minutes.

Section 21. The Employer shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of the employee. Each case shall be considered on its merits and employees shall be treated fairly.

ARTICLE 19
PERFORMANCE STANDARDS AND EVALUATION

Section 1. All employees will be evaluated in accordance with the applicable Army performance evaluation system. At such time a new performance evaluation system is introduced to the Army this article shall be renegotiated.

Section 2. Within 45 days after the end of the appraisal period, a written rating of record shall be prepared and given to each unit employee.

Section 3. Army values will allow supervisors to make positive comments about an employee's contributions. Supervisory comments in the Values block are optional, and do not factor into the overall summary rating formula.

Section 4. An employee must have been working under an approved performance plan for at least 120 days. When this is not the case the annual rating will be deferred until these time frames are met unless the employee voluntarily requests otherwise.

Section 5. All performance counseling sessions will be conducted in private at least once at midpoint of the appraisal cycle and during the final rating. These reviews will be documented on the appraisal form.

Section 6. If the supervisor has identified the employee's performance is less than fully successful, the employee will be notified when the problem is identified and perceived and the rating official may suggest ways for the employee to improve his work in order to raise the employee's performance to fully successful level.

Section 7. Employees will be afforded fifteen (15) calendar days to submit accomplishments/contributions related to their performance during the appraisal period. The rater will consider all information such as assignments of any duration~ abnormal work situations, and factors beyond the employee's control.

Section 8. The use of officially approved leave should not be a factor in evaluating an employee.

Section 9. Performance standards shall be consistent with duties and responsibilities contained in properly classified position descriptions or appropriate details.

Section 10. At the beginning of each appraisal cycle, supervisors will meet with the employees, and their union representatives if requested, and describe what is required to achieve a Successful performance appraisal. Such meetings will not be unreasonably delayed due to the unavailability of a union representative.

Section 11. Employees will be actively involved in the development of their performance plans,

including establishment and changes in individual performance standards. Supervisors will discuss individual performance standards with affected employee(s) within the first 30 days of the rating period to promote a common understanding of what is required for a satisfactory performance and how employees may exceed the standards.

Section 12. When employees are transferred or reassigned where new skills are required, they will be given up to 90 calendar days to acquire the skills and proficiency necessary to successfully perform the duties and responsibilities of the new position. This provision does not establish a grace period or moratorium under which supervisors are prohibited from evaluating an employee's ability to master new duties.

ARTICLE 20
ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. The Employer may reduce in grade or remove an employee for unacceptable performance in accordance with AR 690-400, Chapter 432, and other applicable laws and regulations.

Section 2. Prior to the date an employee is eligible for a within grade increase, the Employer will review the work of the employee. When the supervisor's review leads to the conclusion that the employee's work is not at an acceptable level of competence, the supervisor will provide notice to the employee, in writing. Such notice will normally be provided at least sixty (60) calendar days before the employee is eligible for the within grade increase. The notice will include:

- a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level, with specific examples of shortcomings in each area of performance;
- b. Specific written recommendations as to what the employee must do to bring his/her performance up to the acceptable level;
- c. A statement that performance may be found unacceptable unless improvement to an acceptable level is shown;
- d. A statement that the employee will have a period of time, normally sixty (60) calendar days, in which to bring performance up to an acceptable level or a within grade increase will be denied.
- e. If the employee's performance becomes acceptable, the notice given as provided above will be cancelled and removed from all files after 60 calendar days. Only if the employee's performance has not improved will the Employer notify the employee in writing that the within grade increase will be withheld. The notice will include reasons for the action and will also inform the employee of his right to file a timely grievance under the negotiated grievance procedure.

Section 3. Prior to initiating an action under this Article, an employee must be:

- a. Informed in writing (Performance Improvement Plan) of the applicable critical elements and standards of performance;
- b. Informed of performance deficiencies and what needs to be accomplished for the employee to receive an acceptable rating;
- c. Allowed a reasonable amount of time (normally not less than 60 calendar days) to

demonstrate acceptable performance. What constitutes a reasonable amount of time will depend on the nature of the employee's position and the performance deficiency(s) involved, and how long it would take to demonstrate acceptable performance, as well as other special circumstances; e.g., a seasonal work schedule, extended leave, an alcoholism or drug problem, etc.; and

d. Informed of how the supervisor will assist in the effort in writing.

e. At conclusion of the PIP period, the employee will be notified in writing of the status of his performance.

Section 4. An employee whose reduction in grade or removal proposed is entitled to:

a. Thirty (30) calendar days advance notice (Notice of Proposed Removal/Change to Lower Grade for Unacceptable Performance) of the proposed action which identifies:

(1) Specific instances of unacceptable performance on which the proposed action is based, and that employee has not improved his performance to an acceptable level.

(2) The critical elements of the employee's position involved in each instance of unacceptable performance.

b. Be represented by a Union representative or by a representative of employee's choice.

c. Be provided at least twenty (20) calendar days following receipt of the proposed action to answer orally and in writing.

d. A written decision (Notice of Decision) as soon as possible, but not later than thirty (30) calendar days after the notice period expires which:

(1) Specifies the instances of unacceptable performance on which the action is based; and

(2) Be concurred in by a higher level official than the one who proposed the action.

Section 5.

a. Actions to reduce in grade or remove employees for unacceptable performance resulting from alcohol or other drug abuse may be postponed for those enrolled and satisfactorily progressing in an approved rehabilitation program.

b. Previously initiated action in which the final decision letter has not been issued may be held in abeyance upon the employee's enrollment in the rehabilitation program, provided the

employee has not previously refused rehabilitation assistance.

c. Such action may be reinitiated if job performance is unsatisfactory, or if, at any time during the active rehabilitation process, the employee refuses such assistance.

Section 6. In cases of decision to reduce in grade or remove an employee for unacceptable performance, the Employer agrees that the decision may be based only on those instances of unacceptable performance by the employee specified in the proposed notice.

ARTICLE 21 DISCIPLINARY ACTIONS

Section 1. The Employer shall determine when the need for disciplinary action occurs and such actions will be administered in accordance with 5 U.S.C, Chapter 75 and this agreement. Whenever there is a conflict with rules or regulations other than those of government-wide authority, this agreement will prevail.

Section 2.

a. Disciplinary actions fall into 2 categories; informal (oral admonishment and written warnings) and formal (letter of reprimand and suspension of 14 days or less). An employee will be subject to discipline only for such cause as will promote the efficiency of the service.

b. Disciplinary actions against all employees should be based on just cause, include fair consideration, and be consistent with applicable laws and regulations. In general, progressive discipline requires the least stringent penalty to motivate improved behavior. Punitive discipline normally will require a stronger penalty to preclude repeated acts of misconduct and to deter such conduct by others.

Section 3.

a. Prior to making a determination as to whether or not disciplinary action is warranted, the Employer shall conduct a preliminary inquiry to document the facts. The inquiry shall include discussions with the employee(s) concerned as appropriate.

b. Employees are entitled to be represented at any examination held for this purpose if:

(1) the employee reasonably believes that the examination may result in adverse action against the employee; and

(2) the employee requests representation.

c. If the employee desires such representation, it shall be granted. Any interview or questioning of the employee shall be reasonably delayed in order to make a union representative available.

Section 4. Disciplinary action will normally be initiated within a reasonable period of time following management's knowledge of the alleged incident. In cases where disciplinary actions may be taken based upon formal investigative or civil actions generated at the Commander's level or third party, the period may be adjusted accordingly.

Section 5. An employee who is issued a written reprimand is entitled to:

- a. A specific description of the infraction for which reprimanded;
- b. An opportunity to review the material relied upon to support the reprimand; and
- c. Advice concerning the employee's right to grieve the action at the Third Step under the negotiated grievance procedure.

Section 6. An employee against whom a suspension of fourteen (14) days or less is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the action;
- b. The name of the deciding official to whom the employee may respond;
- c. Be provided at least fifteen (15) calendar days following receipt of the proposed action to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the employees answer. Upon request of the employee, management will consider reasonable requests for extensions;
- d. Be represented by an attorney or other representative including Union representation designated in writing;
- e. Be advised of his/her non-pay status during the notice period, if applicable; and
- f. Be granted a reasonable amount of official time, if otherwise in a duty status, to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

Section 7. The official making the final decision on disciplinary matters (excluding letters of reprimand and informal discipline actions) shall normally be at a higher level in the activity than the proposing official. After investigation and consideration of the employee's response and any mitigating factors, this deciding official may;

- a. Withdraw the action proposed;
- b. Institute a lesser action; or
- c. Take the proposed action.

Where the final decision is unfavorable to the employee he will be advised of his right to grieve the decision under the negotiated procedure or file a complaint under the EEO procedure if applicable. The name and phone number of the Union President should be included in the letter.

Section 8.

- a. An employee will be given at least seven (7) calendar days from the date of the decision to the effective date of a suspension.
- b. The Employer shall provide the Union with a copy of all disciplinary action decisions, where requested by the employee.
- c. Formal disciplinary actions will be documented in the employee's Official Personnel Folder in accordance with appropriate regulations. Informal actions will be annotated in the employee file for up to six months. Management may remove the action earlier than 6 months at their option.

Section 9.

- a. The employee shall be notified by the Employer when any derogatory matter is documented in the employee file maintained by the supervisor. The employee shall have the opportunity to discuss the matter with the supervisor. The employee will initial and date all derogatory entries made on the employee file maintained by the supervisor. The employee's initials will signify knowledge of, not necessarily concurrence with the entry. The employee has the right to review and acquire a copy from the supervisor's employee file within a reasonable time (normally 24 hours) after the employee's request. The employee will be given the opportunity to attach a written rebuttal to the entry within twenty (20) calendar days.
- b. The parties understand that the employee files maintained by the supervisor are subject to provisions of the Privacy Act.

ARTICLE 22 ADVERSE ACTIONS

Section 1. The Employer shall determine when the need arises for adverse actions and such adverse actions will be administered in accordance with Fort Sam Houston Regulation 690-26, U.S.C., Chapter 75, other applicable laws and regulations and this agreement.

Section 2.

a. An adverse action is defined as a removal, suspension for more than fourteen (14) calendar days or a reduction in grade or pay taken for cause, or furlough for thirty (30) calendar days or less.

b. This Article does not apply to suspensions or removals taken in the interest of national security (5 U.S.C. 7532), actions taken under reduction-in-force procedures, reduction in grade or removal of employees based upon unacceptable performance (5 U.S.C. 4303) or to the separation of an employee serving a probationary or trial period under an initial appointment pursuant to 5 U.S.C. 751 l(a)(1)(A).

c. An employee will be subject to adverse action only for such cause as will promote the efficiency of the service.

Section 3.

a. Prior to making a determination as to whether or not adverse action is warranted, the Employer shall conduct a preliminary inquiry to document the facts. The inquiry shall include discussions with the employee(s) and their legal or union representative, if requested.

b. Employees are entitled to be represented at any examination held for this purpose if:

(1) the employee reasonably believes the examination may result in adverse action against the employee; and

(2) the employee requests representation.

c. If the employee desires such representation, it shall be granted before further action occurs.

Section 4. Adverse action will normally be initiated within a reasonable period of time following management's knowledge of the alleged incident. In cases where adverse action may be taken based upon formal investigative or civil actions generated at the Commander's level or third party, the period may be adjusted accordingly.

Section 5. A notice of proposed adverse action against an employee shall be in writing. The employee is entitled to:

- a. An advance written notice of at least thirty (30) calendar days, stating the specific reasons for the proposed action. Where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, a lesser notice period will be warranted.
- b. Be represented by an attorney or other representative including a union representative. Representatives must be designated in writing.
- c. Be provided at least twenty (20) calendar days following receipt of the proposed action to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the employees answer. Upon request of the employee, management will consider reasonable requests for extensions.
- d. The name of the deciding official to whom the employee may respond; and
- e. The employee's non-pay status during the notice period, if applicable.

Section 6. An employee who otherwise is in a duty status shall be authorized a reasonable amount of official time to review the material relied upon by the Employer in proposing an adverse action and for the purpose of preparing and submitting an oral and/or written response.

Section 7. The official making the final decision on adverse actions shall normally be at a higher level in the activity than the proposing official and will issue a written decision stating the specific reasons at the earliest practical date. After investigation and consideration of the employee's response and any mitigating factors, this deciding official may:

- a. Withdraw the action proposed;
- b. Institute a lesser action; or,
- c. Take the proposed action.

Where the final decision is unfavorable to the employee he will be advised of his right to grieve the matter under the negotiated grievance procedure, appeal the action to the Merit Systems Protection Board, or under the EEO procedure, if applicable, in accordance with Article 27, "Negotiated Grievance Procedure." The name and phone number of the Union President will be included should the employee choose to seek redress under the grievance procedure.

Section 8.

a. On suspension actions, an employee will be given ten (10) calendar days from the date of the decision to the effective date of the action to be taken. If the suspension action is for thirty (30) calendar days or more, at the employee's request, management will consider incremental periods in lieu of a continuous suspension.

b. The Employer shall provide the Union with a copy of all adverse action decisions, where requested by the employee.

**ARTICLE 23
EMPLOYEE ASSISTANCE PROGRAM**

PART I - EMPLOYEE COUNSELING SERVICES

Section 1. The Employer recognizes that behavioral and/or emotional problems unrelated to alcohol or other substance abuse can interfere with an employee's job performance.

Section 2.

a. A supervisor will immediately refer to the Employee Counseling Services Program any employee who acknowledges having a behavioral/emotional problem, either of his own or a family member. If the supervisor reasonably suspects that the employee has a problem in this area, the supervisor should refer the program to the employee. An employee may seek the assistance of the program without notifying the supervisor.

b. Employee participation in the program will be voluntary.

Section 3. The designated trained official for employee assistance will maintain listings and information regarding community facilities for treatment of medical/behavioral problems. This information may include, but is not limited to, cost and eligibility criteria. The designated trained official for employee assistance will refer the employee to an appropriate community resource; i.e., agencies or individuals offering screening and/or diagnostic services in the community.

PART II -ALCOHOL AND SUBSTANCE ABUSE PROGRAM

Section 4. The Employer and the Union agree to support the Alcohol and Substance Abuse Program (ASAP) and have as their goal early identification and rehabilitation. Early intervention will be helpful in returning employees to full productivity.

Section 5.

a. Each employee is responsible for:

- (1) Recognizing the adverse effect that alcohol or other substance abuse is having on job performance;
- (2) Seeking appropriate assistance in problem resolution; and
- (3) Bringing job performance to an acceptable level through control of the problem.

b. When an employee has alcohol or other substance abuse problems he may obtain assistance by:

(1) Volunteering for referral to the ASAP program directly through his supervisor, Civilian Program Coordinator, Occupational Health Service, Union representative or other source.

(2) Referral to the ASAP by a physician as the result of a fitness-for-duty examination.

Section 6.

a. Participation by an employee in all aspects of the ASAP program is voluntary. Employees who choose to accept ASAP services will be enrolled in the installation ASAP and may participate in either the installation program or an approved rehabilitation program in the community.

b. The designated trained official for employee assistance will provide referral and follow-up services for employees who elect to participate in approved community rehabilitation programs.

Section 7. The diagnosis of alcohol and other substance abuse can be made only by a physician. Until a physician has made a diagnosis, no diagnostic term will be used with reference to the individual.

Section 8. An initial interview will be conducted with an employee referred to the ASAP. This interview will be conducted by a counselor and will be completed prior to the employee's referral to the physician for clinical evaluation.

Section 9. Employees enrolled in the ASAP will normally be limited to 90 consecutive days of active rehabilitation and 9 consecutive months participation in follow-up rehabilitation. However, it can be extended by the designated trained official for ASAP employee assistance.

Section 10. Employees will be granted sick leave or other authorized leave, in accordance with existing rules and regulations, to obtain treatment and rehabilitation.

Section 11.

a. No employee will have job security or promotion action jeopardized by a request for counseling or referral assistance, except as limited by a sensitive position assignment. In such case, the employee may be reassigned pending a final determination at the option of the Employer.

b. If a discharged employee makes a good faith effort to seek counseling assistance within three (3) months after being terminated, or shows substantial improvement in ongoing treatment, upon request from the employee consideration may be given for reinstatement.

Section 12.

- a. Initiation of adverse/disciplinary action for absenteeism or misconduct related to alcohol or other substance abuse may be postponed for those enrolled and satisfactorily progressing in the ASAP or an approved rehabilitation program unless retention in a duty status might result in damage to government property or personal injury to the employee or others.
- b. Previously initiated action in which the final decision letter has not been issued may be held in abeyance upon the employee's enrollment in the ASAP or approved rehabilitation program, provided the employee has not previously refused rehabilitation assistance.
- c. Such action may be reinitiated if, at the end of the rehabilitation period (see AR 600-85), conduct is unsatisfactory, or if, at any time during the active rehabilitation period the employee refuses such assistance.

Section 13.

- a. The Union may have a representative at any training program provided for unit employees concerning the ASAP program.
- b. Union representatives may be invited to management training on the program.

Section 14. The Union will be furnished upon request ASAP literature in the form of posters, brochures and other handouts. Both parties agree to publicize this program.

ARTICLE 24
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree that they are mutually committed to the principle of equal opportunity in employment or conditions of employment for all persons. It is further agreed that discrimination because of race, color, religion, gender, national origin, age, or nondisqualifying handicap shall be prohibited. The Employer agrees to promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 2. An employee may choose his representative in the processing of a complaint under the EEO complaint procedures. An employee's choice of representative may be delayed pending urgent mission needs or disapproved due to a conflict of interest. In such case, the employee may choose another representative or wait on the release of the employee's originally requested representative.

Section 3. An employee may have a representative of his choice at any stage in the process of an EEO complaint. However, if the complainant is not represented by the Union or by a Union representative acting as a "personal representative", the Union will be granted an opportunity to attend formal discussions held for the purpose of finalizing settlement agreements of formal complaints. This provision does not apply to settlement meetings wherein the Union is involved in the allegation(s) of discrimination.

Section 4. An employee and his representative shall be given a reasonable amount of official time to prepare and present an EEO complaint.

Section 5. Employees who initiate an EEO complaint on matters of employment may choose to participate in an established EEO ADR process. Employees may be represented during this process by a representative of their choice.

ARTICLE 25
SEXUAL HARASSMENT

Section 1. Sexual harassment is a particular type of sex discrimination which undermines the integrity of the employment relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures.

Section 2. Employees who are sexually harassed by supervisors, superiors, co-workers, or peers, should make it clear that such behavior is offensive and report the harassment to the appropriate level. It is the responsibility of the supervisor/manager to examine the matter and take necessary action.

Section 3. An employee may grieve an incident of sexual harassment or file a complaint of discrimination.

ARTICLE 26 SAFETY AND HEALTH

Section 1. It is agreed that a work environment of safety and health is conducive to high morale and maximum efficiency. Therefore, the Employer will continue to make every reasonable effort to provide and maintain safe working conditions and to comply with applicable Federal laws and regulations relating to the safety and health of employees.

Section 2. The Union agrees to support the safety program through encouragement to all employees to conscientiously abide by established safety rules, regulations, directives, etc., to report job-connected injuries or illnesses to their supervisor immediately and to complete all forms required by applicable regulations.

Section 3. Employees are expected to be alert to unsafe practices, equipment and conditions in all areas which represent safety or health hazards, and will report them to their supervisors for the purpose of making such conditions or procedures safe, and will be responsible for reporting accidents in which they are involved or witness.

Section 4.

a. The Employer agrees to ensure prompt response to employee reports of unsafe or unhealthful working conditions. Any employee or Union representative who believes that an unsafe or unhealthful working condition exists in any work-place where such employee is employed, is encouraged to report the unsafe condition to his supervisor and shall have the right to make a report of the unsafe or unhealthful working condition to the Safety Officer and/or OSHA and request an inspection of such workplace for this purpose.

b. No employee shall be subject to restraint, coercion, discrimination, or reprisal for reporting or filing a complaint of health or safety.

Section 5. The Employer will pursue such accommodations as may be necessary to provide a safe and healthy work environment for physically disadvantaged employees. These actions may include the installation of guard rails, wheelchair ramps, reserved parking spaces, accessible water fountains, restrooms, and break rooms.

Section 6. EMPLOYEE INJURIES AND ILLNESSES

a. Employees shall immediately, or as soon as practicable, report to their supervisor all injuries and occupational illnesses which occur on or as a result of the job. Employees shall be released to the Brooke Army Medical Center Emergency Room facility for treatment or referred, at the employee's request, to an alternative medical facility. During deployment, the Employer may refer an employee to the nearest alternative medical facility in the area of operations. Any type of medical need will be covered while on deployment. The Employer shall provide the

employee with Forms CA-I and CA-16 for traumatic injuries, or Form CA-2 for occupational diseases.

b. The Employer agrees to assist the employee in filing the appropriate forms and documentation regarding the illness or injury with the Office of Workers Compensation Programs (OWCP). Such assistance will include an explanation of the benefits and options available under the Federal Employees Compensation Act, and submission of such forms to the CPAC.

c. When an employee has been returned to work by the Employer's medical authority for a temporary period of light duty, the Employer agrees to assign the type of work to the employee that will not aggravate his illness or injury when such work is available and which he is qualified to perform.

d. In the event of a work related injury, during the employee's duty hours, work lost by the employee on the day or shift on which the injury occurred will be excused without charge to leave (in accordance with appropriate regulations). If the injury incapacitates the employee for work beyond the day the injury occurred, then the employee will be advised of and assisted with the provisions of the Federal Employees Compensation Act regarding use of leave or continuation of pay by the Employer.

Section 7. Safety equipment and protective devices and clothing will be provided to employees as needed and prescribed by applicable directives and regulations.

Section 8. Safety inspections will be conducted by the Employer as required to maintain a safe and healthful workplace. These inspections will be in accordance with applicable regulation and the Union will be notified at least 24 hours in advance provided the Employer has sufficient advance notice. A Union representative may accompany the inspector.

Section 9. Management will provide to employees Health and Safety Training, as appropriate.

Section 10. The Employer agrees to ensure prompt abatement of unsafe or unhealthful working conditions as established by OSHA standards. Once it has been determined that an unsafe or unhealthful working condition exists, a notice will be posted in accordance with 29 CFR 1960. In consonance with Chapter XVIII, Title 29, Department of Labor Rules and Regulations, the Employer shall post and keep posted a notice or notices informing employees of the protections and obligations provided for in the OSHA.

Section 11. When an employee, during the course of official duty performance, at his permanent duty location, believes he will be exposed to a health or safety hazard which presents an imminent danger which may cause death or serious physical harm, the employee shall immediately notify the nearest available supervisor. The employee has the right to decline to perform his assigned task if he has a reasonable belief that under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement

procedures. The Employer shall make an evaluation of the situation and after discussions with appropriate safety personnel, make a decision as to whether work may proceed. If the employee disagrees with the determination of the Employer, the employee may grieve the decision under the negotiated grievance procedure.

Section 12. It is understood that no employee should be required to perform work in an area that is determined to be unsafe or unhealthy unless such unsafe or unhealthy condition can be alleviated through the use of appropriate safety equipment and training, and/or the employee receives the appropriate hazard or environmental differential pay in accordance with applicable regulations.

Section 13. The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards.

Section 14. In consonance with Chapter XVII, Title 29, of the Department of Labor Rules and Regulations, the Employer will keep on-the-job accident and illness reports and maintains these records on site. A copy of all such reports will be provided to the Union once a month.

Section 15. During deployments and exercises, adequate foul-weather clothing deemed necessary, will be provided for employees required to work outside in inclement weather during emergency and non-emergency conditions, in accordance with appropriate regulations.

Section 16. The Employer agrees to use every reasonable effort to ensure the supply and maintenance, on a regular basis, of an adequate number of fire extinguishers in all sections.

Section 17. The Union will, upon request, be provided Federal Occupational-Illnesses Survey (OSHA Form 200) and pertinent safety notices or newsletters, as filed or published.

Section 18. Space availability and budget considerations permitting, the Employer will make good faith effort to provide adequate dressing room facilities and individual lockers for employees required to change into safety clothes and/or required uniforms.

Section 19. HEALTH SERVICES AND PREVENTIVE MEDICINE

a. The parties agree that physical and mental fitness are conducive to a productive healthy workforce. Employees will be encouraged to undertake fitness programs on their nonwork time. Employees will be authorized to use the Employer's gym facilities during hours of operation.

b. Employees will be required to participate in mandatory programs provided for in applicable regulations governing sight and hearing conservation and periodic examinations for those exposed to physical contaminants, contagious diseases, toxic agents, etc. Similarly, employees will be required to participate in so far as pre-placement exams are concerned, as deemed necessary by competent medical authority. Deployable and limited deployable employees will attend annual Soldier Readiness Program as scheduled by the Employer.

c. Prompt medical treatment will be provided for employees injured on the job to include transportation where required.

d. The Employer may offer a medical examination to an employee:

(1) When the employee requests his/her physical or mental condition be evaluated in relation to unacceptable performance, conduct or leave problem;

(2) When an employee has made a request for a change in duty status, assignment or working conditions based upon medical reasons and the Employer determines it cannot act further on the request without verification of the clinical findings

e. The Employer may direct a medical examination to an employee:

(1) Whenever there is a direct question about an employee's continued capacity to meet the physical or medical requirements of a position.

Section 20. Where extreme working temperatures are encountered, e.g., exceeds 99 degrees Fahrenheit or go below 32 degrees Fahrenheit the Employer will make reasonable efforts to alleviate the effects on employees (Protective equipment will be provided as needed and required by regulation.) The Employer reserves the right to alter normal duty assignments (e.g., keep employees in the shop) to prevent exposure to extreme conditions. When employees are required to work in extreme conditions the employee may reasonably alter normal work/rest period regimes to provide for more rest/recovery time. Such changes will be at the discretion of the employees unless the Employer believes that the policy is being abused, Environmental Differential Pay (EDP) will be paid in accordance with regulations unless hazards were taken into consideration in the classification of the position or practically eliminated or alleviated by protected equipment, clothing and devices.

ARTICLE 27
GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. Efforts will be made to settle grievances expeditiously and at the lowest level of supervision. This procedure shall be the exclusive procedure available to the parties and employees employed in the bargaining unit for resolving 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 of breach, of this agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3.

a. The following matters are specifically excluded from the coverage of this Article:

- (1) Any claimed violation of Subchapter III of Title 5 of the U.S.C. (relating to prohibited political activities);
- (2) Retirement, life insurance, or health insurance;
- (3) A suspension or removal under Section 7532 of Title 5 of the U.S.C. (in the interests of National Security);
- (4) Any examination, certification, or appointment;
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee;
- (6) A proposal of an action which, if effected would be covered under this procedure or under a statutory appeals procedure;
- (7) Individual employee reduction in force actions appealable to the Merit Systems

Protection Board;

(8) Non-adoption of a suggestion or disapproval of honorary or discretionary award (excluding performance awards);

(9) An action terminating a temporary promotion within a period of one (1) year and returning the employee to the position from which temporarily promoted or to an equivalent position; and

(10) Termination of employee serving an initial probationary period.

b. This procedure shall be the exclusive procedure available to employees of the bargaining unit for resolving grievances described in Section 2 above except:

(1) An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance (5 USC 4303) or adverse action (5 USC 7512) may, at his option, raise the matter under a statutory procedure or the negotiated procedure, but not both; or

(2) An employee who alleges a prohibited personnel practice under 5 USC 2302 (b)(1) (relating to equal employment opportunity violations) may either:

(a) File a First Step grievance pursuant to this Article within twenty (20) calendar days following:

(1) The date of the alleged discriminatory incident;

(2) The date upon which the aggrieved became aware of the alleged discriminatory incident or situation; or

(3) The date of the employee's final interview with the Equal Employment Opportunity Counselor.

(b) Initiate an action under the EEO complaint procedure by filing a Formal Complaint of Discrimination.

(c) Initiate a mixed case appeal to the Merit Systems Protection Board.

(3) An employee shall be deemed to have exercised his option under this section when the employee files a timely written formal appeal under the applicable statutory procedure or files a grievance in writing under the negotiated grievance procedure.

Section 4. Informal Procedure: Employees and/or their representative(s) are encouraged to discuss issues of concern to them informally with their 1st line supervisor at any time. Issues concerning any matter relating to the employment of an employee must be discussed informally with the employee's supervisor prior to filing a formal grievance. The supervisor may respond

orally or in writing. A Union representative may attend informal resolution meetings if requested by the employee.

Section 5. Formal Procedure:

a. **First Step.** The aggrieved employee and/or his representative will present the grievance in writing, to the 2nd line supervisor within twenty (20) calendar days from the specific act or occurrence, or at any time when it concerns dissatisfaction with continuing conditions. The grievance must be presented in writing on the grievance form (see Appendix II) and contain sufficient detail to identify and clarify the basis for the grievance, and specify the personal relief requested. The 2nd line supervisor will review the situation, and at either party's request, discuss the matter with the employee and/or his representative. If a discussion is held, the supervisor must extend an invitation to the Union to be present, even if the grievant has not designated a Union representative. If the matter is outside the scope of the 2nd line supervisor's authority, the grievance may be referred to an alternate First Step deciding official who has the authority to resolve the grievance and who accepts the action. The 2nd line supervisor shall have fifteen (15) calendar days from the date following the day the grievance was submitted to give the employee(s) a written decision. If an alternate official renders the decision it shall be rendered within ten (10) calendar days after the action was referred or within fifteen (15) calendar days from the date following the day the grievance was submitted, whichever is earlier.

NOTE: If the substance of the grievance concerns an action, directive or decision made at a level other than the first line supervisor, the parties may agree to initiate the grievance with another management official with authority to settle the grievance.

b. **Second Step.** If the grievance is not settled at the First Step, the grievant may submit the grievance, in writing, to the 410TH CSB Commander, ATTN: Director, CPAC Bldg 144, Fort Sam Houston, Texas 78234, for further consideration within fifteen (15) calendar days after receipt of the First Step decision. The Commander, or his designee will review the grievance and the Commander, or designee will give a final written decision within twenty (20) calendar days after receipt of the grievance. If a discussion is held, the Commander or his designee must extend an invitation to the Union to be present, even if the grievant has not designated a Union representative.

c. **Third Step.** If the grievance is not satisfactorily settled at the Second Step and arbitration is invoked, the matter will be referred to the services of the Federal Mediation and Conciliations Service (FMCS) for grievance mediation. If the grievance is not satisfactorily settled by the FMCS, the moving Party may refer the matter to arbitration. No new issues will be raised before the arbitrator that has not been introduced at Second Step.

Section 5. Employer-Union Grievance Procedure: A concerted attempt will be made by both parties to resolve disputes which arise from grievable matters described in this Agreement over which the party complained against has control. Failure to do so will be followed by submitting the dispute in writing to the Director, CP AC, if initiated by the Union or to the President of the Local, if initiated by the Employer. Such grievances must be presented within twenty (20)

calendar days from the specific act or occurrence, or from when the party became aware of the act or occurrence, or at any time when they concern dissatisfactions with continuing conditions. Representatives of the two (2) parties will meet as soon as possible, but not later than fifteen (15) calendar days from initiation of the grievance, to discuss the dispute and attempt to resolve it. The party complained against will render a final decision within twenty (20) calendar days of this initial meeting. Additional meetings may be scheduled during the intervening period by mutual agreement of the parties. If the dispute is not settled by this method, the matter will be referred to the FMCS for grievance mediation. If the matter is not resolved by the FMCS, either Party may submit the matter to arbitration in accordance with procedures contained in the agreement.

Section 6. Disputes that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure in this agreement, or is subject to arbitration under this agreement, will be referred to the FMCS for mediation and an advisory opinion. If the dispute is not resolved either Party may refer the matter to an Arbitrator as a threshold issue as a hearing on the merits.

Section 7. A grievance under the negotiated procedure will be cancelled at the employee's written request. It will also be cancelled upon the employee's leaving the bargaining unit unless the grievance involves an adverse action. A copy of the written request will be provided to the Union.

Section 8. All time limits in this Article may be extended by mutual agreement. Failure by the aggrieved to present the grievance within the time limits at any step so that the grievance is not received by the individual specified in these procedures will result in termination of the grievance. In such cases the aggrieved will be notified in writing. If management fails to meet the time limits, the aggrieved may advance his grievance to the next step, Any extension of a time limit expressed in this Article should be presented, in writing, before the expiration of that time limit. Requests by management, for time extensions will be presented to the grievant's designated representative, if any, or the Union President, LIUNA Local 28 or to the grievant, if self represented. Requests by the aggrieved for time extensions will be presented to the supervisor(s), or operating official(s) who is to rule on the grievance or the Employee Relations Specialist, CP AC, who services the activity where the grievance arose.

Section 9. In most instances, employees are required to use the First Step before proceeding to the Second Step submission of the grievance to the Commander or equivalent. However, there may be issues considered appropriate for processing directly to the Second Step because of the serious nature of the actions involved or the previous consideration of some issues substitutes for the First Step. Therefore, employees seeking to file a grievance or requesting advice regarding the filing of a grievance will be advised that grievances involving the following issues may be initiated at the Second Step within twenty (20) calendar days of the decision or occurrence being grieved:

a. Formal Disciplinary Actions (except reprimands);

b. A removal or reduction in grade based on unacceptable performance (5 U.S.C. 4303);
or

c. Gross waste, mismanagement and fraud or a substantial and specific danger to public health or safety.

Section 10. An employee or group of employees wishing to present a grievance under Section 4 without representation of the Union may do so. However, the grievant(s) do/does not have the option of selecting a non-Union personal representative of his or her own choosing in the grievance process, but must represent themselves. Any adjustment of such grievance must be consistent with the terms of this Agreement and the Union must be given the opportunity to be present at any formal meeting, if such is held.

Section 11. All arrangements for a Union representative must be made by the employee presenting the grievance and the employee must designate his representative in writing. An employee may change the representative provided the Director, CPAC is notified of the change in writing, and the representation is in accordance with the above section.

Section 12. The Employer agrees to provide space on an as needed basis for the use of the employee and his Union representative that will afford privacy to discuss/prepare a grievance.

Section 13. The employee and his representative will normally receive at least four (4) consecutive hours of official duty time to investigate a grievance.

ARTICLE 28 ARBITRATION

Section 1. A request for arbitration may be invoked only by the Union or the Employer and will be invoked only after all procedural steps have been properly pursued by the parties to resolve the dispute in accordance with Article 27, "Grievance Procedure. 11 Any request for arbitration must be submitted in writing within twenty (20) calendar days after receipt of the final decision under the grievance procedure.

Section 2. When arbitration is invoked by either party and no settlement is reached during mediation, the parties will submit a joint request, normally within five (5) calendar days from the day mediation ended, to the Federal Mediation and Conciliation Service for a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) calendar days after the receipt of such a list to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, the Union and the Employer representative shall each strike one arbitrator's name from the list of seven and shall then repeat this procedure. The determination of which party shall strike first from the list will be determined by the flip of a coin. The remaining name shall be the duly selected arbitrator.

Section 3. If, for any reason, either party refuses to participate in the selection of an arbitrator, and all other requirements for arbitration of this agreement are satisfied, the other party will make a selection of an arbitrator from the list.

Section 4. The fee and expenses of the arbitrator shall be borne by the losing party. It is further agreed that the Union and the Employer shall share equally the expenses of any mutually agreed upon services in connection with the arbitration proceeding. The Employer agrees to provide the space for the proceeding at no cost to the Union. If either party withdraws the case from arbitration after a fee has been incurred from the arbitrator, the withdrawing party shall pay the fee in full. If the withdrawal occurs due to a settlement, the parties shall split the fee.

Section 5. The arbitration process to be used will be a formal hearing unless the parties agree to one of the following:

a. Expedited arbitration may be used to expedite the resolution of the grievance. In such case, the arbitrator will be directed to announce his award at the close of the hearing. (Each side will have thirty (30) minutes to present a closing statement on their case, before a decision is made); or

b. A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

Section 6. The arbitrator will be requested to render a decision and remedy within thirty (30) calendar days after the conclusion of the hearing. The arbitrator shall date the award upon mailing of the decision.

Section 7. The arbitrator's award shall be final and binding on the parties, except that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Federal Labor Relations Authority.

Section 8. The arbitrator shall have no power to add or subtract from, disregard or modify any of the terms of the Agreement. However, the arbitrator shall have the authority to resolve any questions concerning arbitrability and/or grievability.

Section 9. In considering grievances concerning matters covered by 5 U.S.C. 4303 (reduction in grade or removal of an employee for unacceptable performance) and 5 U.S.C. 7512 (adverse actions), the arbitrator shall be governed by 5 U.S.C. 7701(c), as applicable.

Section 10. The party initiating a request for arbitration (i.e., the Union or the Employer) may request withdrawal of the case from arbitration at any time. The arbitration is automatically cancelled upon movement of the grievant out of the bargaining unit unless the grievance involves an adverse action. If the employee desires to withdraw the arbitration, the employee must sign a statement so declaring. If the Union wishes to continue with arbitration, the Union will bear the expense of the arbitrator and court reporter.

Section 11. The parties agree that only the minimum number of relevant witnesses who have a direct knowledge of the circumstances and factors bearing on the case will be called. Both parties agree to exchange lists of witnesses, normally ten (10) calendar days, before the arbitration or expedited arbitration hearing. Witnesses who are not employees of the government who are called as witnesses will not be entitled to reimbursement for expenses from the Employer. The parties will furnish descriptions of the relevance of expected testimony of each witness. Also the parties will exchange copies of all known exhibits to be introduced.

Section 12. All employees who are called as witnesses will be excused from duty without charge to leave to the extent necessary to participate in the arbitration.

ARTICLE 29 NEGOTIATIONS

Section 1. Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the unit. The Employer agrees to negotiate with the Union, on any new policy or change in established policy, prior to implementation. If the actual change is not subject to negotiations, the impact upon the employees and procedures for implementing the change may be negotiated. All changes will be held in abeyance until negotiations are completed unless the change is mandated by law, or one on which there is an agreed to compelling need. If either party alleges a compelling need, negotiations will be expedited.

Section 2.

a. It is understood that no provision of this agreement shall nullify or invalidate the rights of employees, the Union or the Employer, established under the Federal Service Labor Management Relations (FSLMR) statute, other statutes, or regulations of appropriate authority.

b. To the extent that provisions of any instruction or directive within the discretion of the Agency may be in conflict with this Agreement, the provisions of this Agreement shall govern unless the terms of this Agreement have been properly modified under this article or Article 30, Duration, Review and Supplementation.

Section 3. The Employer or the Union will furnish written notice of proposed change affecting conditions of employment or change to the negotiated agreement to the designated representative of the other party. Such notice will be given upon finalization of all preparatory actions and decisions necessitating the change. The proposed change will not be implemented without giving the other party an opportunity to negotiate, as appropriate.

a. The Employer shall notify the Union twenty (20) calendar days or more prior to the planned implementation date of the proposed change. The Union shall give the Employer its request to bargain within ten (10) calendar days.

(1) If the Union does not request negotiations within the time limit, the Employer may implement the proposed change immediately.

(2) Upon timely request by the Union, the parties shall enter into good faith negotiations with a view toward reaching an agreement.

b. The Employer agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by the Federal Mediation and Conciliation Service and resolution of any impasse by the Federal Service Impasse Panel. The Employer further agrees to

retroactively apply any procedures for implementation and appropriate arrangements for the employees adversely affected which are negotiated by the parties or imposed upon them by the Panel.

(1) In the event, the parties become engaged in a negotiability dispute or reach impasse, either party may seek the services of the Federal Service Impasse Panel or the Federal Labor Relations Authority, as appropriate.

(2) The parties agree to begin negotiations, as appropriate, within thirty (30) calendar days after a negotiability decision by the FLRA.

Section 4. GROUND RULES FOR MID-TERM NEGOTIATIONS. It is the responsibility of both parties to conduct mid-term bargaining in good faith and in such a manner as will promote the efficiency of the Federal service and a harmonious relationship between the Union and the Employer. Accordingly, mid-term bargaining on impact and implementation procedures or policy changes will be conducted as informally and as efficiently as is practical for the given situation. One or more of the ground rule provisions listed below may be invoked by either party if more economical and efficient methods for accomplishing the instant negotiations are not evident or agreed to by the parties.

a. The request to invoke mid-term negotiations, in accordance with this article, shall articulate the issues to be discussed.

b. Each party will designate, in writing, a spokesperson who will be empowered to speak for and make binding commitments for his party or negotiating committee.

c. Union negotiators at any level of the unit will be on official time during negotiations, mediation, and impasse resolution sessions. If Union negotiators are scheduled to work a different shift from the time of negotiations, mediation, or impasse, the Employer shall change that employee's shift so that he/she will be on official time, subject to timely notification by the Union and where essential mission requirements are not impacted.

d. The number of Union representatives for whom official time will be authorized for negotiations shall be at least two (2), but shall not otherwise exceed the number of individuals designated as representing the Employer.

e. The parties will exchange names of the members of the negotiating team as soon as possible prior to negotiations.

f. Union representatives may be granted a reasonable amount of official time to prepare for negotiations. The amount and schedule of time provided will be decided on a case-by-case basis.

g. Upon reaching agreement, the terms may be reduced in writing at the request of either party. Terms so formalized will be authenticated by the signatures of the respective

Spokespersons.

h. When the parties cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed, the parties shall again attempt to resolve any impasses.

i. When the Employer believes that a matter is nonnegotiable, it will immediately advise the Union of its rationale for such belief. After all negotiations have been completed, the Union will request a confirmation of the Employer's allegation. The Union then has the right to proceed to the Federal Labor Relations Authority in accordance with Section 7105(a)(2)(E) of Title VII and the regulations of the Authority and Sections 7117(a), (b), and (c) of Title VII. To determine whether or not a compelling need exists (if that is the reason for the claim on non-negotiability), the criteria set out in the Authority's regulations will be used. The parties will sign off on the rest of the issues being negotiated pending a decision by the FLRA on the negotiability issues.

Section 5. Union representatives will be entitled to official time, to prepare initial proposals, when this basic agreement is reopened for supplementation or amendment in accordance with Section 1, Article 30. Not more than forty (40) hours will be provided for each negotiating committee member employed in the unit except that the Chief Steward will be limited to twenty-four (24) hours and the President will be limited to sixteen (16) hours of official time expressly for this purpose.

ARTICLE 30
DURATION, REVIEW AND SUPPLEMENTATION OF AGREEMENT

Section 1. EFFECTIVE DATE AND TERM. The effective date of this agreement shall be the day it is approved by the Department of Defense, or on the 31st calendar day after it is signed by the parties, whichever comes first. If the Department of Defense review reveals any violation of law or government-wide regulation, the parties will meet within seven (7) calendar days of notification and attempt to renegotiate that language. The Agreement shall remain in effect for three (3) years from the signing of this Agreement. The Agreement shall be renewed for an additional one (1) year Agreement period on the first anniversary date thereafter, unless between one hundred and five (105) and sixty (60) calendar days prior to any such date either party gives written notice to the other of its desire to amend, terminate or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved or the Agreement is terminated by either party. Such notice to amend or modify shall include the issues to be negotiated. No issues other than those submitted in accordance with the ground rules may be subject to negotiations.

Section 2. INTRODUCTION - AMENDMENTS AND SUPPLEMENTS. This Agreement may be amended and/or supplemented in accordance with the procedures in Article 29, Negotiations, and the following:

- a. By either party when applicable law or government-wide regulations prompt change;
- b. In accordance with Article 3, Union Rights, and Article 4, Employer Rights;
- c. By either party upon mutual agreement;
- d. By the Employer, when mission needs or policy changes prompt supplementation on matters not specifically covered by this agreement; and
- e. By the Union, between thirty (30) calendar days prior to and the anniversary of the effective date of this agreement, when in the general interest of the bargaining unit, supplementation on matters not specifically covered by this agreement is warranted.

Section 3. EFFECTIVE DATE, AMENDMENTS AND SUPPLEMENTS. Amendments and supplemental agreements to this Agreement shall become effective on the date approved by the Department of Defense or on the 31st day after it is signed and shall remain effective concurrent with the basic agreement.