

**AGREEMENT**  
**BY AND BETWEEN**  
**RED RIVER ARMY DEPOT**  
**AND**  
**LOCAL 124**  
**INTERNATIONAL GUARDS UNION OF AMERICA**  
**EFFECTIVE**  
**JANUARY 6, 1993**

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## PREAMBLE

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the Red River Army Depot, Texarkana, Texas (hereinafter referred to as the Employer), and the International Guards' Union of America, Local 124 (Ind) (hereinafter referred to as the Union).

## PURPOSE

It is the intent and purpose of the Union and the Employer to maintain constructive relationships and to pledge themselves to cooperative efforts in contributing to efficient administration of the government's business conducted at the Red River Army Depot and to the well-being of the civilian employees represented by the Union and Assigned within the recognized unit. It is recognized by all concerned that the Red River Army Depot is an activity of the Department of Defense and that it must operate within its legally delegated authority.

It is further the intent and purpose to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting the conditions of employment in the unit located at the Red River Army Depot in compliance with all laws, rules, and regulations governing such employment; and, to provide the employees of the unit the opportunity for participation in the formulation and implementation of appropriate policies and procedures in accordance with Title 5 U.S.C. regarding Federal Labor Management Relations.

## WITNESSETH

In consideration of the mutual covenant herein set forth, the parties agree as follows:

WHEREAS, the public interest requires high standards of employee performance together with the continual development and implementation of modern and progressive work practices to improve employee performance and efficiency, the Union, as the representative of the employees, agrees to support the Employer in these efforts and promote the development of good will and eliminate waste in all forms; and

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

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to the law and the paramount requirements of public service, effective Labor-Management Relations within the Federal Service require a clear statement of the respective rights and obligations of labor organizations and agency management;

Now, therefore, the parties hereto agree as follows:

## ARTICLE I

### EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The employer recognizes the Union as the exclusive representative for all employees in the Unit identified below.

All non-supervisory guards and policemen in the Security Branch of Law Enforcement and Security Division, Red River Army Depot.

Section 2. Excluded are all other employees, management officials, professional employees,, supervisors and employees described in Title 5, U.S. Code, 7112 (B). (2) (3) (4) ((6) and (7).

## ARTICLE II PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time the agreement was approved, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. It is agreed and understood by the Employer and the Union that this Article applies to this initial agreement and all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section 3. In making rules and regulations relating to personnel policy, procedures and practices and matters involving working conditions, the Employer shall give due regard and consideration to the obligations imposed by this agreement and the provisions of Title 5, U.S.C.

## ARTICLE III

## EMPLOYER RIGHTS

Section 1. Subject to Section 2 of this Article, nothing in, this Article shall effect the authority of any management official of -the Employer -

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

b. In accordance with applicable laws -

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

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

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

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

(b) any other appropriate source; and

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

Section 2. Nothing in this Article shall preclude the Employer and the Labor organization from negotiating -

a. At the election of the Employer, on the numbers, types, and grades of employees or

positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

## ARTICLE IV

### EMPLOYEE RIGHTS

Section 1. The Employer and the Union agree that employees in the bargaining unit covered by this agreement shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

Section 2. Employees have the right regardless of Union membership to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or agency policy.

Section 3. Employees have the right to be represented by an attorney or by a representative, of their choice, in any grievance or statutory appeal action, except those subject to the negotiated grievance procedures.

Section 4. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in Article VIII of this agreement.

Section 5. The Employer shall take such action, consistent with law, as may be required to assure that employees in the unit are apprised of the rights described in this section, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union. The Employer agrees to treat employees in a fair and equitable manner.

Section 6. When the Employer conducts an investigatory interview, the employee being interviewed is entitled, upon the employees request, to the presence of a Union representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him or her.

Section 7. An employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his/her immediate supervisor prior to leaving his/her work area. Such absences from the work area will be limited to reasonable/ amount(s) sufficient in duration to conduct discussions and/or actions deemed necessary.

## ARTICLE V

### UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall accept employees of the Unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status, or physical handicap.

Section 2. The Union shall be entitled to act for and to negotiate agreements covering all employees in the bargaining unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to union

membership.

Section 3. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in they unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 4. All new employees shall at time of appointment be informed by the Employer that IGUA Ind Local 124 is the exclusive representative of employees in the unit. Each new bargaining unit employee shall receive a copy of the agreement from the Employer.

## ARTICLE VI

### UNION REPRESENTATION

Section 1. The Employer agrees to recognize the elected officers and stewards duly authorized by the Union. The number of stewards of the Union shall not exceed one for each shift of employees in the Unit.

Section 2. The President or Vice-President will furnish and maintain with the Employer a complete and current list of duly elected officers and stewards together with the designation of the group each is authorized to represent. It is agreed that the stewards will come from within the bargaining unit and be in close proximity with the employees he/she represents.

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

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

Section 5.

a.

(1) Union representatives are authorized time during duty hours to perform duties such as processing employee complaints, grievances, and consultations and negotiations with the Employer on matters in connection with this agreement.

(2) Union representatives are also authorized time during duty hours to investigate, prepare for, and to participate in third party proceedings.

(3) The Employer agrees that there will be no restraint, interference, coercion or discrimination against representatives because of the performance of these duties.

(4) Representatives shall not use this assignment for matters outside the scope of this agreement, and will conduct their business with dispatch.

(5) Time used during the normal duty hours will be with the knowledge and approval of the appropriate supervisor.

(6) If a steward's use of working hours for consultation with employees or the Employer interferes with the proper performance of his official duties as an employee, this matter will be objectively discussed with him and other officers of the Union in order to find a satisfactory solution.

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

c. Duty time used for representational purposes will be with the knowledge and approval of the representative's supervisor. Records maintained by supervisors of duty time spent by a representative require the employee to sign out when leaving and sign in immediately upon return to the employee's work station.

d. Generally, meetings with employees and/or the Employer will be by appointment.

e. Appointments outside the directorate will be assisted by Management-Employee Relations Branch upon request.

Section 6. National representatives of the Union will be permitted to visit the depot. Normally a 24 hour notice of the visit will be furnished. Representatives will abide with all security regulations and these visits shall be confined to those relating to the representation of bargaining unit employees.

Section 7. The Union agrees that it will not refer any complaints, grievances, appeals, or problems off the installation until the problem has been discussed with management

officials at RRAD. It is understood that this does not preclude the Union from seeking advice from its national office or other sources.

Section 8. The steward will be given an opportunity to be present on matters of employee complaints and grievances of members of the unit within his designated area. One steward will not usurp another steward's area of responsibility. The steward's right to be present does not extend to informal discussion between an employee and a supervisor, however, if conditions lead to a course of possible modification of personnel policies or other matters which management is obligated to discuss with the Union, decisions on such matters will not be made until this obligation is discharged.

Section 9. The Union agrees that one steward only will deal with the supervisor as it relates to an employee grievance or problem and that the steward and supervisor will make a sincere effort to resolve the employee complaint. If the complaint cannot be resolved, the steward may carry the problem or complaint to the next level. Normally, the first-step discussion will be between the steward, employee and the supervisor. When more than one management official attends, the Union President, or his designee may participate at the first step. The Union President or his designated representative may participate in grievance discussions at the second step of the grievance.

Section 10. Literature posted or distributed must not violate any law, applicable provisions of this agreement, or the security of the activity, or contain scurrilous or libelous material. The Union will be responsible for the contents of the literature distributed by their representatives.

Section 11. When an employee is initially assigned into the Unit, the appropriate supervisor will inform the employee who the steward is for that shift.

Section 12. No paper, document, or communications issued by the Union shall be

deemed valid unless it bears the signature of the National President, National Representative, Local 124 President, Vice-President, Recording Secretary or Treasurer. (This procedure excludes correspondence covering grievances.) Designation of stewards will be furnished the Employer in writing by the President or his designee and will be provided at least 5 days before the employee begins to serve as a representative. In the absence of the regularly assigned representative, the Union may designate an alternate by notifying the supervisors concerned.

Section 13. The Union shall be given an opportunity to be represented at:

a. Any formal discussion between an employee and one or more representatives of the Employer concerning any grievance or any personnel policy or practice or other general condition of employment.

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

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

(2) The employee requests representation.

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

c. The Employer will annually inform employees of this right. In addition, new hires will be advised at time of appointment.

d. When an employee is summoned for a formal discussion with the Employer, he will

be told the nature of the meeting and afforded the opportunity of union representation, if requested. The employee may request delay of the meeting until arrangements can be made for a representative to be present.

## ARTICLE VII

### MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

#### Section 1. Definitions.

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

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

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

#### Section 2. Procedure for Bargaining.

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

a. The Employer shall notify the Union, as provided for in Section 6 of this Article, prior

to the planned implementation of a proposed change to conditions of employment. Upon request, a written notice will be provided the Union of the proposed change, the reason for the change, and the proposed effective date of the change.

b. The Union shall have 15 calendar days from the date of notification to request Bargaining and to forward written proposals to the Employer.

c. If the Union does not request Bargaining within the time limit, the Employer may implement the proposed change(s).

d. Upon timely request by the Union, Bargaining will commence within ten calendar days, unless otherwise agreed upon by the Parties.

e. The Employer shall have 15 calendar days from the date of receipt of Union initiated proposed change to conditions of employment to forward written proposals to the Union. Bargaining will commence within ten 10 calendar days, unless otherwise agreed upon by the parties.

f. All Bargaining will be governed by the ground rules agreed upon by the parties on February 25, 1992.

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

Section 4. It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory

solutions of matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

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

Section 6. Notices of proposed changes to conditions of employment will be provided the Union President or his/her designee.

## ARTICLE VIII

### PAYROLL WITHHOLDING OF UNION DUES

Section 1. An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

a. The employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.

b. The employee has voluntarily completed a request for such allotment from his/her pay with full knowledge of the limitations on revocation of the authorization.

c. The employee is included in the unit for which exclusive recognition has been granted.

Section 2.

a. The Union agrees to provide to its members in good standing the prescribed

authorization form, SF-1187, and to receive completed forms from members who want to request allotment. The President or Secretary of the Union is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. He will then complete the required request for certification and submit the forms to the Finance and Accounting Office.

b. Allotments authorized on properly completed and certified forms which are received in the Finance and Accounting Office three workdays before beginning of a complete pay period will be processed for that pay period.

Section 3. The Finance and Accounting Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Finance and Accounting Office in writing of the change. Only one such change will be made in any period of 12 consecutive months.

Section 4. The Finance and Accounting Office will terminate an allotment:

a. At the end of the pay period following notification of loss of exclusive recognition by the Union.

b. At the end of the pay period, or during which, an employee is separated or moves to a position not included within the unit of recognition.

c. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.

d. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one calendar year after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any

subsequent revocation will be effective on the first pay period beginning on or after September 1 provided the revocation is received in the Finance and Accounting Office prior to September 1.

Section 5. A supply of SF-1188's will be maintained in the Payroll Office. An employee may request one of these forms personally or in writing from the Payroll Office. The form will be released only upon proper request of an employee. These forms will not be stocked except in the Finance and Accounting Division.

Section 6. Remitting the amounts withheld. Upon disbursement for each pay period, the Finance and Accounting Office will certify for payment and the net amount withheld. The check will be made out and sent to: International Guard's Union of America, (Ind.), Local #124, P.O. Box 1417, Hooks, Texas, 75561. The check will be accompanied by a list of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld; and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be mailed to Local #124, P.O. Box 1417, Hooks, Texas 75561.

Section 7. Management will inform the Union within 15 working days when a member of the Bargaining Unit has separated or moved to a position outside the Bargaining Unit.

## ARTICLE IX

### USE OF FACILITIES

Section 1. Adequate facilities on a space-available basis will be provided the Union for conducting representational business. This is understood to mean for the union

Representatives to consult with aggrieved employees as required on individual cases.

Section 2. Representatives of the Union will be authorized reasonable access to telephones of the Employer, as needed in the conduct of authorized representational activities (for on-post and local phone calls).

Section 3. Activity facilities will be made available where practicable upon request for Union meetings, at hours suitable for personnel on all three shifts, while not on duty. Management will make every reasonable effort to make such facilities available. The Union will be responsible for the security of the facility and for policing of the facility after these meetings.

Section 4. Space on bulletin boards shall be made available for the Union. Information posted by the Union will not violate any law, regulation, or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will maintain its designated bulletin board space-in a neat and orderly manner, and will insure that material is kept current.

## ARTICLE X

### HOURS OF WORK AND BASIC WORK WEEK

## AND SHIFT OPERATIONS

### Section 1. Definitions:

- a. "Tour of duty" means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitutes an employee's regularly scheduled administrative workweek.
- b. "Regularly scheduled administrative workweek" means the period within an administrative workweek when the employee is regularly scheduled to work.
- c. "Regularly scheduled work" means work that is scheduled in advance of an administrative workweek.
- d. "Sunday work" is non-overtime work performed by an employee during a regularly scheduled daily tour of duty when any part of that daily tour of duty is on Sunday.
- e. "Holiday work" is non-overtime work performed by an employee during a regularly scheduled daily tour on a legal government holiday.
- f. "Night work" is regularly scheduled work performed by an employee between the hours of 1800 and 0600.
- g. "Regular Overtime work" means overtime work that's a part of an employee's regularly scheduled administrative workweek; "irregular or occasional" overtime is work performed outside the employees regularly scheduled administrative workweek.
- h. "Administrative workweek" means seven consecutive days extending from 0001 hours, Sunday, to 2400 hours the following Saturday.

Section 2. The basic workweek normally will consist of five consecutive 8-hour

workdays, Monday through Friday, with a half hour scheduled overtime period.

Section 3. Whenever possible, two consecutive days off will be provided. As a minimum, one regular day off, preferably Sunday, will be provided.

Section 4. When the daily tour of duty begins on one calendar day and extends into the next calendar day, the day on which the tour begins will identify the tour for that day; for example, a tour of duty beginning 2000 hours Friday and ending 0430 hours Saturday, is identified as the Friday tour of duty.

Section 5. All tours of duty will be established and changed in accordance with regulations of the office of Personnel Management, DoD and Department of Army.

Section 6. Tours of duty within the administrative workweek will be determined by Management to meet mission requirements. Procedures for staffing and changing tours of duty of an organizational element will be accomplished in accord with Section 7 below.

Section 7. When job requirements necessitate more than one shift, assignment to first, second or third shift will be made to qualified employees through their preference and their entry on duty date to a permanently assigned position at RRAD.

a. Management will conduct one canvass per year, of all employees in the bargaining unit. The canvass will be made in November each year, to be implemented at the beginning of the first pay period beginning on or after 1 January. The canvass result will be maintained by the supervisors for the duration of this agreement. It is the employee's responsibility to maintain the canvass in an up-to-date manner by indicating first, second or third choices of shift assignment should the employee wish to change his/her mind concerning preference.

b. Except when the Employer changes the administrative workweek, employees will

remain on the shift to which assigned at the last shift canvass, until the next scheduled canvass for shift preference.

Section 8. It is recognized that there will be situations where an employee should be permitted a shift assignment other than the one to which assigned. Preferential shift assignments will be limited to medical problems of the employee or a family member of his/her household, for a period not to exceed 60 days. In such cases, medical certification will be required. An employee is expected to make arrangements within 60 days as necessary to permit return to the regularly assigned shift. The employee will justify through channels to the Division Chief the hardship situation requiring the employee to work another shift. The employer will permit the Union to review the request and make its recommendations within three workdays. The employer will be the approving authority for such requests.

Section 9. Preferential shift assignments will be given to permit attendance at National Guard or Reservist meetings and for training. To be eligible for such preference, the employee will provide a statement signed by his unit commander indicating training dates, whether weekly or monthly, as well as summer training dates. Those whose tour of duty includes Saturday or Sunday work who are required to train on Saturday or Sunday will be scheduled for Saturday or Sunday work for the remaining weekends in each month. The Employer will review each case and determine the tour of duty to be established depending on the needs of the organization and the individual employee.

Section 10. An employee recruited on a temporary (time-limited) appointment will be placed on the shift for which appointed. If later converted to a regular, full-time appointment, he will compete for shift assignment with other full-time regular employees. While serving on a temporary, time-limited appointment employees will compete for shift preference only with other temporary appointees.

Section 11. When a person leaves the bargaining unit but stays within the

department, they will retain the seniority they have gained plus time served as a probationary employee in the new position. Should they return to the bargaining unit, they will be placed in the seniority roster based upon this time. However, when a person leaves the Department their seniority will terminate. Any employee returning to the Department shall be considered a new employee.

Section 12. Regular days off for employees in the Department will be changed each twelve weeks and will be accomplished in the following manner:

- a. Saturday and Sunday will be considered preferred regular days off for first and second shifts, Friday and Saturday will be considered preferred regular days off for third shift.
- b. Employees will be assigned regular days off in accordance with the departmental seniority listing. At the end of each twelve week period, each employee will move forward to the next regular days off. Example: An employee completing a twelve-week tour with Monday and Tuesday off will move to Tuesday and Wednesday, or Wednesday and Thursday, etc. An employee with lesser seniority will not move ahead of an employee with more seniority.
- c. At the beginning of each twelve-week period the original copy of the regular days off list will be filed in the Assistant Chiefs file and will remain unchanged for that twelve-week period. The original, unchanged copy, will be followed in assigning regular days off for the ensuing twelve-week period. A copy of the original will be furnished the Union President.
- d. A duplicate copy of the regular days off list will be placed on the bulletin board and all employees will be allowed ten working days to exchange days off by mutual consent among themselves. At the end of the ten working days period, a revised copy of the regular days off list will be placed on the bulletin board and the list will be in effect for that particular twelve-week period.

e. When an employee is moved from one shift to another between the regular days off change, he will be placed in his proper seniority position on the new shift and assigned whatever days off are available at that time. At the next regular days off change, he will be assigned days off according to his proper seniority position.

### Section 13.

a. When a vacancy exists on any shift due to retirement, resignation, etc., a notice to that effect will be posted for five days on the department bulletin board. Personnel on the other two shifts who have the most seniority will be given the opportunity to change shifts, starting with the employee with the highest seniority and continuing through departmental seniority list until a person is reached who wishes to make the shift change. If this employee is on a shift other than the shift the first employee wishes to be assigned to, the same method will be followed in filling the vacancy on that shift. Example: An employee on the first shift wishes to be reassigned to the third shift and an employee assigned to the second shift wishes to be reassigned to the third shift and an employee assigned to the second shift has the most departmental seniority and wishes to be reassigned to the first shift, then the departmental seniority list will be used to reassign an employee from the third shift to the second shift. No change of shift preference will be accepted until after the vacancy is filled. Management agrees to provide IGUA current copies of all shift preferences.

b. When an employee is detailed to another organization and then returned from his detail, to the Security Branch, he will be brought back to the shift from which he was detailed to the shift to which he would have gone in the intervening period during his detail. Other employees affected (with respect to shift assignment) as a result of the detail will revert to their regular shift in accordance with the seniority standing upon the expiration of the detail.

Section 14. Employees will be allowed to exchange shifts with another employee

under certain conditions where hardship, employee welfare, efficiency and effectiveness of operations are considered and where both the Union and the Employer agree that there is benefit to be derived from the exchange of shifts. it is further understood that immediately upon termination of the circumstances that warrant the exchange in shift, the employee would be returned to the shift to which he would normally be otherwise assigned.

## ARTICLE XI

### HOLIDAYS

Section 1. Eligible employees shall be entitled to all holidays prescribed by Federal law. All holidays designed by Executive Order shall be observed in accordance with provision of the Executive Order.

Section 2. Observance of holidays will be in accordance with Employer's published policy. All regularly scheduled employees who are precluded from working due to observance of a holiday are entitled to the basic rate of pay for regularly scheduled non-overtime hours as if he/she had worked.

Section 3. Work to be performed on holidays will be assigned on a rotational basis of qualified employees from a roster established by departmental seniority. Employees performing work on a holiday shall receive pay in accordance with that authorized by applicable regulations.

## ARTICLE XII

### OVERTIME

Section 1. Overtime assignments will be equitably distributed on a rotational basis among the employees who are assigned to the same job number and have the

necessary qualifications within the immediate organizational element with the exception of GS-05 SRT & TRMF guards who will compete with GS-04 guards. In addition, desk officers will compete with traffic officers for traffic duty overtime. The immediate organizational element is defined as a group of employees headed by a first-level supervisor.

Section 2. Overtime rosters will be established and maintained current by the Employer for each organizational element, on a form mutually agreed upon by the Union and the Employer. Rosters in effect upon approval of this agreement will continue through 31 December. new rosters will be established' on 1 January of each successive year of this agreement, with all employees listed on the roster having 0 hours.

Section 3. When overtime is required and can be scheduled in advance, the employee who has had the least amount of overtime and is scheduled for regular days off will be given the opportunity to work overtime. If the supervisor is notified a minimum of two hours before the end of the shift where overtime is necessitated, the provision above prevails. When management does not have the two-hour notification, management will ask employees on duty in roster order; if all employees on duty refuse the overtime, the Employer will direct employees on duty by inverse roster order.

Section 4. Overtime rosters will be made available for review upon oral request by an employee and/or the steward. Management will not question the reason nor delay responding to such requests. Upon request, the Union will be provided a copy of the overtime roster at time of review.

Section 5. Employees newly assigned, detailed or promoted will be credited with the highest amount of overtime that has been credited to employees whose names are already on the overtime roster. Employees away from the's regularly assigned posit' (for example, detail, temporary promotion, leave, light duty,, etc.) will be credited with

overtime that would have been offered had the employee been in his position.

Section 6. An employee may decline an offer of overtime provided he/she has a valid reason and another qualified employee is available.

Section 7. When an employee is called back to work, any unscheduled overtime work performed will be considered at least two hours in duration for overtime pay purposes.

Section 8. Employees qualifying for overtime will have their time computed in accordance with applicable law and regulation.

## ARTICLE XIII

### ANNUAL LEAVE

Section 1. Employees shall earn and be granted annual leave in accordance with applicable laws and regulations.

Section 2. All employees should submit annual leave schedules for the leave year by the 15th of January. The employee's needs and desires will be considered by the Employer. Seniority will be used when all requests for annual leave cannot be approved. Other annual leave will be on a first come, first serve basis.

Section 3. Regular days off immediately preceding and following scheduled vacation

periods will be treated as part of the vacation schedule, to permit employees to include these days in their vacation plans.

Section 4. The Employer agrees that annual leave will be scheduled so that employees will not forfeit annual leave due to excess workload.

Section 5. Scheduled annual leave will be canceled by the Employer only when an employee's services are required to meet workload requirements, as set forth in regulations.

Section 6. The Employer will approve unscheduled annual leave requests when:

- a. The Employer is contacted within two hours of the beginning of the work shift; and
- b. The reasons for the absence are not known in -time to schedule the leave; and
- c. The employee's services can be spared without seriously impacting workload accomplishments. All reasonable efforts will be made to approve the employee's absence for emergency situations such as death or critical illness in the immediate family or personal business requiring prompt attention.

Section 7. In accordance with applicable provisions of the Federal Personnel manual, annual leave or leave without pay will normally be approved when scheduled in advance, for an employee to observe a religious holiday associated with the religious faith of the employee.

Section 8. Requests for annual leave for other than vacation periods will be favorably considered when workload permits. When all requests for leave cannot be granted without mission impairment, the supervisor will consider the reasons given and determine who will be granted leave.

Section 9. Based on workload requirements, as determined by management, annual leave for the week of Christmas will be scheduled on a rotational basis from the Departmental seniority roster. Beginning with the senior employee, rotation will alternate between the highest seniority employee and the lowest seniority employee each time Christmas is offered. When an even number of employees are off Christmas week, such as two, there will be one from the TOP and one from the BOTTOM of the seniority roster in proper rotation. When an odd number is off, such as three, there will be one from the TOP and one from the BOTTOM of the seniority roster and the other will bounce back and forth from TOP to BOTTOM of the seniority roster in proper rotation until filled. In the event an employee has Christmas week scheduled and gives it up of their free will or an employee declines the opportunity to have leave scheduled during the Christmas period he/she loses the opportunity until they are again reached in the rotational process. Additionally, an employee leaving the unit will lose the Christmas so scheduled. If an employee has Christmas week scheduled and changes shifts, he/she is not entitled to Christmas week on new shift until the next year provided the rotation hasn't passed them. If employee goes back to their original shift he/she is not entitled Christmas week until next year. In the event a special situation arises in which an employee has a particular need to be off during Christmas week he/she may be permitted to swap annual time off with another employee provided there is mutual agreement between the Union and Management for this to be done, and the employee that was supposed to have Christmas week gets his/her week when the person he/she swapped with comes up in rotation. Christmas Day is the same as all other Holidays and will be worked off of the same Holiday roster as other Holidays are done.

#### ARTICLE XIV

#### SICK LEAVE

Section 1. Employees shall earn and be granted sick leave in accordance with

applicable regulations and provisions of this agreement. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement; medical, dental or optical examination; or when confined because of exposure to a contagious disease.

Section 2. Requests for sick leave will be made in advance of a scheduled appointment for medical, dental or optical treatment. Other sick leave absences will be reported by contacting the Immediate supervisor or his designee within two hours after the start of the tour of duty. When persons designated are not available to be contacted, the employee will leave a message and phone number with the person accepting the call, providing the reasons for the absence and anticipated duration.

Section 3. An employee determined to be incapacitated for duty by a member of the depot medical staff will not be required to furnish a personal physician's statement for that day. This does not alter the requirement that absences in excess of three workdays must be supported by medical certification of incapacitation.

Section 4. Each employee is expected to use the minimum amount of sick leave necessary for obtaining treatment. If possible, appointments will be made on non-workdays. Where sick leave is requested, the supervisor approving the leave will take into consideration the time of appointment and travel time necessary.

.Section 5. Medical certification is not required for absences of three consecutive workdays except where an employee is under a letter of instruction relating to sick leave, or there is reasonable cause to believe the employee was not incapacitated (such as the employee's earlier request for annual leave has been denied and the employee calls to get sick leave approved, and the employee was informed at the time of reporting of the certification requirement).

Section 6. Periods of absence on sick leave in excess of three workdays of continuous duration must be supported by a medical certification.

Section 7. When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick leave thereafter. In such cases, the employee will be advised in writing that a medical certificate will be required to support a future grant of sick leave, regardless of duration.

Section 8. The employer will review the official sick leave record of each employee required to furnish a doctor's certificate each six months from date of issue to determine whether or not this requirement is necessary. The employee will be notified in writing of whether the letter of instruction will be withdrawn.

Section 9. The number of hours sick leave used will not in themselves establish abuse.

Section 10. The Employer will advance, to eligible employees, sick leave not to exceed 240 hours in established deserving cases of serious disability or ailment. Such leave will be granted in accordance with applicable regulation under the following conditions:

- a. The employee furnishes written evidence from a physician or practitioner that the employee is expected to return to duty on a permanent basis.
- b. The employee has exhausted all accumulated sick leave and any unscheduled or restored annual leave that the employee might otherwise forfeit during the leave year.
- c. The employee has not established a pattern of sick leave abuse that has been a matter of record within six months of the employee's request for advanced sick leave.
- d. There is no evidence indicating the employee-will not remain employed after his return to duty long enough to repay the advance of sick leave.

Section 11. The Employer will consider providing temporary light duty assignments for temporarily disabled employees to help reduce the loss of accumulated sick leave, provided there is reasonable medical evidence that the employee will return to full duty.

Section 12. Placement on positions requiring "light duty."

a. When an employee is temporarily not able to perform fully the duties of his job but is deemed by a medical official to be able to perform light duty assignment. The meaning of light duty is determined in individual cases to be available work (not necessarily an established job) which is commensurate with physical limitations established by the Medical official.

b. In the event no light duty can be found, the employee will be encouraged to request sick leave, or annual leave, if he has no sick leave.

c. Management will make reasonable effort to find work commensurate with the employee's physical abilities. This effort will be made depot wide.

Section 13. Sick leave should be granted when a member of the employee's immediate family is afflicted with a contagious disease and his presence would jeopardize fellow employees. (Contagious disease is one which health authorities having jurisdiction require quarantine isolation or restricted movement of the patient.)

Section 14. Sick leave records shall be considered personal in nature, and as such, are confidential. Records of sick leave shall be maintained only by those persons properly designated to maintain them.

## ADMINISTRATIVE LEAVE

Administrative leave shall be granted to employees for participation in such civic activities as civil defense drills, registering to vote, voting, and participation in conferences and conventions as provided by applicable regulations.

- a. Tardiness. Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to appropriate supervision. Infrequent tardiness of less than 15 minutes should be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave as determined by the supervisor.
- b. Excused absence to donate blood will be granted in accordance with the Employer's published policy.

## ARTICLE XVI

### ADVERSE WEATHER AND CONDITIONS

Section 1. The closing of an activity for a brief period is within the administrative authority of the Employer. During any period of shutdown, Management will apply the appropriate regulatory guidelines for either charging leave or excusing employees without charge to leave when emergency conditions arise.

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

Section 3. The Employer agrees to provide appropriate relief to employees affected by hot and/or cold working conditions.

## ARTICLE XVII

### CIVIC RESPONSIBILITIES

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

Section 2. Absences for court duty will be granted in accordance with applicable regulations. When called to perform court duty, the employee will promptly notify his supervisor and submit a true copy of the official summons for jury duty or witness service as far in advance as possible prior to beginning of the service. Upon completion of such service the employee will present the supervisor evidence of time served.

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

Section 4. Excused absence for voting purposes will be granted in accordance with existing laws and regulations.

Section 5. The parties recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives and encourage employees as individual citizens and members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens. To the end that campaigns shall be conducted in the spirit of true voluntary giving, the parties agree that:

- a. "Fair Share" suggestions may be used as guidance and education, but the assignment of a dollar quota to an individual or wage rate is prohibited.
- b. When envelopes are used, each individual who desires to keep his gift private may use the envelope without his name being placed thereon unless he elected to do so.
- c. Supervisors will not act as collectors from their subordinates.
- d. Officers and stewards of the Union shall not act as collectors of contributions from any employee.
- e. Coercion, either overt or implied, shall not be practiced by collectors, supervisors or other management personnel.

Section 6. The Union agrees to cooperate in and actively support depot programs designed to promote safety, time and material savings, transportation savings, correction of delinquency and absenteeism, and participation in such civic programs as fund drives, savings bond drives, alcoholism program, and blood donor programs.

## ARTICLE XVIII

### LEAVE OF ABSENCE

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

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

Section 3. Employees returning to duty from approved leaves of absences will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with applicable statues and regulations.

Section 4. Employee on approved leave without pay status shall accrue the rights and privileges including retirement benefits and coverage under Group Life Insurance and Federal Employees Health Benefits Program in accordance with applicable laws and regulations.

Section 5. The Employer will make every reasonable effort to obtain work for employees who through no fault of their own have no leave to cover a close down period.

## ARTICLE XIX

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, or handicapping conditions in accordance with applicable laws and regulations.

Section 2. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all-persons and in promoting the full realization of equal employment opportunity through continuing programs of affirmative action.

Section 3. An employee who believes he/she has been discriminated against may pursue his dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated within 45 calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. An employee may have a personal representative of his/her choice, as provided by regulation, in pursuing an EEO complaint.

Section 4. The Union will assist the Employer and the Equal Employment Opportunity Office in affirmative actions designed to meet objectives in equal opportunity. Representatives of the Local and the Equal Employment Opportunity Officer will meet as often as deemed necessary relative to equal employment matters. Requests for such meetings should include the subject matter to be discussed including the issues involved where appropriate.

## ARTICLE XX

## EMPLOYEE ASSISTANCE PROGRAM

Section 1. The employer and the Union recognize the need to assist employees whose job performances are adversely affected by medical, behavioral, and emotional problems. The Union supports the Employer's Employee Counseling Services Program as a means for providing information, education, and other appropriate assistance or referral services for employee.

Section 2. The Employer and the Union jointly recognize the importance of prevention and rehabilitation aspects of alcohol and drug abuse problems. The Union supports the Alcohol and Drug Abuse Prevention and Control Program as a means to restore employee alcohol and drug abusers to effective duty.

Section 3. An employee acknowledging an alcohol or drug abuse problem which affects job performance or conduct shall be given the opportunity to avail himself/herself of program resources and reasonable time to obtain assistance/rehabilitation. Satisfactory progress toward rehabilitation shall be given favorable consideration when disciplinary/adverse actions are being considered in accordance with law and applicable regulations.

Section 4. Records created in relation to an employee's alcohol or drug problems will be regarded as confidential. (Information from these records will be released to the employee's union representative upon written authorization from the employee.)

Section 5. An employee may seek assistance and counsel on alcohol or drug problems without jeopardizing job or promotional opportunities, as provided by statute.

## ARTICLE XXI

### SUGGESTION PROGRAM

Section 1. The parties agree to promote participation 'of employees in the Suggestion Program.

Section 2. Suggestions should be submitted through appropriate supervisory channels on DA Form 1045 (Suggestion Form) to the Awards Coordinator. The Employer will make suggestion forms available in each work area.

Section 3. The employee will be advised, in writing, of the adoption or rejection of the suggestion. Awards for suggestions will be in accordance with applicable regulations. Upon request, the employee will be advised of the status of suggestions that are delayed beyond 60 days.

## ARTICLE XXII

### SAFETY AND INDUSTRIAL HYGIENE

Section 1. It is agreed that comfort and aid to injured individuals shall be of prime concern to the Employer and the Union.

Section 2. The Employer will exert every effort to provide and maintain safe working conditions and industrial health protection for the employees, using applicable rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner and to use prescribed personnel protective equipment.

Section 3. The shift steward on each shift will be considered the Safety representative of that shift. Safety practices of concern to these representatives will be brought to the attention of the Employer by arranging an appointment with the management officials concerned.

Section 4. The Employer will consult with the appropriate designated Union Safety Representative on problems in his area.

Section 5. The Employer agrees to inform, in writing, the Union President/Vice President within ten working days of an accident (of a member of the bargaining unit) that can reasonably be expected to result in loss of time or in property damage.

Section 6. The Employer agrees to furnish protective clothing and equipment required to safely perform required work.

Section 7. The Employer will provide proper emergency medical support (first aid) for employees on work status at Red River Army Depot to the extent feasible.

Section 8. As provided in Army Safety Regulations the Employer shall investigate reported safety hazards and inform responsible parties to initiate corrections immediately if needed.

Section 9. The Employer will provide safe and adequate transporter on for all employees who are required to use government vehicles. Drivers of the government vehicles are to be instructed to limit the number of employees seated in the vehicles to the capacity of the vehicle. Adequate seating and safety equipment will be provided before employees are required to ride in government vehicles.

Section 10. Locker space will be furnished all employees by the Employer at or reasonably near the work site. Employee lockers, desk, tool box, etc., will not be opened by anyone except in the presence of or with the written consent of the employee. When the employee is on extended absence, the item may be opened in the presence of a union representative and a member of the security staff.

Section 11. No employee shall be required to work alone at any work site where it has been determined that a hazard exists and where such determination has been published in current regulations written either by Office of Personnel Management, Department of the Army, or Army Materiel Command, to the effect that the employee should not work alone.

Section 12. Clean and adequate eating facilities will be furnished by the Employer as close to the work site as possible and reasonable, for the utilization of the employee during the lunch period and break periods. Where practicable, the Employer will provide a refrigerator, microwave oven, and vending services in break areas.

Section 13. The steward will call to the attention of the Employer conditions in a work area which tend to become a hazard to the health or safety of the employee.

Section 14. The Employer agrees to provide adequate, clean toilet facilities as near to work sites as reasonable.

Section 15. Drinking water will be made available by the Employer in all work areas.

Section 16. The Employer agrees to make periodic checks to determine the well-being of an employee assigned to work alone in an isolated area.

Section 17. Whenever employees are required to perform duties which involve real or potential hazards, the Employer will provide adequate training to the employees. An employee should not be required to work on a job or machine with which he or she is unfamiliar until the Employer has provided adequate training and instructions to safely perform the job. Such training should include instructions of proper work methods to be used and proper use of protective equipment.

Section 18. The parties recognize the temperature conditions in and around work areas can have a direct bearing on employee comfort, morale, health and safety. In determining the stress that temperature extremes may place on individual employees, the personal comfort and the health of the employee will be taken into consideration as well as related factors such as wind, chill factor, air flow, the work to be performed, and similar considerations. When the temperature in a particular work area or site exceeds recognized standards for the type of work being performed, the Employer will take precautionary measures to reduce the risk to employees exposed. Such measures will include reduction of work being performed, increased frequency or duration of rest periods, etc. This section shall apply to both heat and cold exposure situations.

Section 19. On the day of injury, time spent in the dispensary and/or receiving medical attention related to an on-the-job injury/illness will be compensated in accordance with regulatory entitlement.

## ARTICLE XXIII

### WORKMEN'S COMPENSATION

Section 1. Employees will be advised at time of appointment and semi-annually of their rights and responsibilities concerning job-related illness or injury. The supervisor will maintain a record of the employees, signature or initials that they have been provided this information.

Section 2. When an employee designates in writing a union representative to assist in applying for these benefits, the representative will be authorized to review documents relating to the claim to which the employee is entitled to review.

Section 3. The Employer will take appropriate action to expedite paperwork associated with Workmen's Compensation claims.

## ARTICLE XXIV

### JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. The phrase "other duties as assigned" frequently used in Job Description means duties related to the basic Job Description. When an employee is assigned duties not covered in the Job Description that is expected to be a continuing requirement, the supervisor will advise the Civilian Personnel Office and request revision of the position description and appropriate classification action.

Section 2. The Employer agrees that job descriptions will be written based upon the duties and responsibilities assigned to positions. Employees will be furnished a copy of their job description initially and as changes are made.

Section 3. Each employee shall be afforded the opportunity to discuss with the Employer his/her position description to determine if the description is accurate. During these discussions, the employee may be accompanied by a Union Representative if requested. Employees will be furnished a copy of any changed position descriptions. Grievances regarding unresolved matters in this context will begin at Step three of the negotiated-procedures.

Section 4. When an employee believes that the grade or classification of his/her position is incorrect, he/she may request in writing a review "of the classification through supervisory channels. If not resolved within 20 days, the employee may appeal in accordance with regulatory appeal procedures. When necessary to explain the basis for classification, the Employer will meet with the employee. The employee may designate a representative to assist in presentation of the appeal. The representative will be permitted to attend all meetings, and will be provided a copy of all correspondence that is furnished the employee in connection with the appeal.

Section 5. Upon request, the Employer will furnish the Union a listing of competitive levels of all classifications within the unit.

Section 6. The Employer agrees to make fair and equitable distribution of duties falling within the employee's official job description.

## ARTICLE XXV

## PERFORMANCE EVALUATION

Section 1. Each employee's performance will be evaluated fairly and objectively and accomplished in accordance with the Employer's published policy.

Section 2. The Employer will discuss with the employee his/her performance evaluation, prior to making it a part of the employee's record, normally before the end of the eighth month of the rating period.

Section 3. Each employee will be provided a copy of his/her annual performance evaluation.

Section 4. The employee has a right to grieve his/her performance evaluation. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards. Grievances will begin at Step three of the Grievance Procedure and will be filed within 15 calendar days of the employee receiving a copy of the performance evaluation.

Section 5. The Employer will counsel employees in relation to their overall performance on an as-needed basis when the employee's performance drops below a satisfactory level.

## ARTICLE XXVI

### TRAINING AND EMPLOYEE DEVELOPMENTS

Section 1. The Employer and the Union agree that training and development of employees within the Unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

Section 2. The Union will be notified of proposed employee training and development policies to be established within the administrative authority of the Employer. When changes in function, organization and mission are required, it shall be the responsibility of the Employer to determine and plan for training and retraining of employees, as appropriate.

Section 3. When positions requiring new techniques or abilities are established, the Employer will publicize job training opportunities in these areas and inform employees how to apply for this training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output. With respect to any training given for preparing an individual for promotion, or where special training is required for promotion, the recipient of such training shall be selected on a competitive basis.

Section 4. The Employer will provide necessary on-the-job orientation training to assist a newly assigned employee.

Section 5. The Employer agrees to recommend approval of enrollment of employees in job-related correspondence courses at the expense of the Employer. Failure to successfully complete such courses could result in that employee being denied future courses.

Section 6. Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

Section 7. Excused absence, ordinarily not more than eight hours within a calendar year, for each steward and officer will be granted to attend Union sponsored training. A ten calendar day advance notice will be provided prior to the training. Leave for attendance at Union sponsored training will be limited to employees who are actively engaged in the labor-management process.

## ARTICLE XXVII

### DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is a temporary assignment of an employee to a position or duties other than his/her permanent position. A detail may be at an equal, higher or lower grade level than the employee's personal grade, for a specific period of time. Upon the completion of the detail, employee returns to his permanent position.

Section 2. Details will be made to meet the particular needs of the situation requiring the temporary service of an employee in accordance with applicable regulations.

Section 3. Selections of employees for detail assignments will be made on a fair and impartial basis. The Employer shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to insure that details are recorded and timely terminated.

Section 4. Details to record performance of duties not covered in an employee's official job description will be recorded as follows:

- a. Details in excess of 30 days will be submitted on SF 52 for the official personnel folder, with a copy to the employee.
- b. Details of 30 days or less will be entered on the Service Record Card maintained by the supervisor. At time of the official performance appraisal details not recorded in the 201 file will be documented by the supervisor on a prescribed form and attached to the official performance appraisal.
- c. Documentation of details (Form 4553) will be provided the employee, upon request.

Section 5.

- a. Selection for detail to the same or lower grade will be made from volunteers, if available. In the absence of sufficient volunteers, selection will be made in inverse seniority within the immediate organizational element by classification and grade. Selection will be made in seniority order when there are more volunteers than needed. When two or more employees are

detailed to the same organization, termination of the details will be volunteers first and then by seniority.

b. Details are by occasion and not a rotational basis. Positions vacated by detail will not be filled by another detail unless there are valid reasons, such as vacancy created by detail of employee to another position because of physical reasons and replacement is needed behind the person detailed.

Section 6. Non-competitive temporary assignments to higher-graded positions will be accomplished on a rotational basis, to the extent practicable from among employees in the normal line of progression (at the next lower level) in the immediate organization.

Section 7. Employees temporarily assigned to perform duties of a higher graded position will be temporarily promoted when the assignment exceeds 30 days and the employee is qualified for the promotion. Competitive procedures will be used for temporary promotions exceeding 120 days.

Section 8. A series of details will not be used to circumvent a temporary promotion.

## ARTICLE XXVIII

### DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Disciplinary and adverse actions against employees must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.

Section 2. Disciplinary Actions. Disciplinary actions which may be taken against, employees include oral and written admonishments and warnings, written reprimands, and suspension of fourteen days or less.

Section 3. Adverse Actions. Adverse actions which may be taken against employees include:

- a. Removal;
- b. Suspension for more than 14 days;
- c. Reduction-in-grade or pay;
- d. Furlough for 30 days or less.

Section 4. When effecting an adverse action, the employee will be informed in writing of the reasons for the adverse action and the right and time frame for replying to the proposed action. The employee will be issued a written decision on or before the effective date of an adverse action. The decision notice will include the applicable appeal rights. The regulations of Department of Army and Merit Systems Protection Board will determine the procedures to be

followed for effecting adverse actions.

Section 5. Upon request, the Employer will furnish the employee against whom a disciplinary or adverse action is proposed, or is designated representative, a copy of the material relied on to support the proposed action.

## ARTICLE XXIX

### GRIEVANCE PROCEDURE

Section 1. The purpose of the Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. A grievance is defined-as 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 2. The Negotiated Grievance Procedure is the sole procedure available to employees in the bargaining unit for resolution of covered matters.

Section 3. The following matters are specifically excluded from consideration under the Negotiated Grievance Procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance,, or health insurance.
- c. A suspension or removal for National Security reasons.
- d. Any examination, certification or appointments
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Non-selection for promotion from a group of properly/"ranked and certified candidates.
- g. Termination of any employee during the probationary/ period.
- h. Equal Employment Opportunity complaints.

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

j. Termination from a temporary appointment.

Section 4. Disputes over what is subject to the grievance procedure shall be referred to an arbitrator as a threshold issue in the related grievance.

Section 5. Nothing in this Article precludes an employee or group of employees from presenting their own grievances and from having them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement, and the Union has been given the opportunity to be represented at formal discussion of the grievance and be present at adjustment of the grievance. When a unit member uses these negotiated grievance procedures, he/she must represent himself/herself, or must be represented by a steward or other representative of the Union.

Section 6. To provide for the mutually satisfactory settlement of matters covered by the Agreement, the following procedures will be followed:

NOTE: Except as provided for in this Agreement, grievance will be discussed with the employee's immediate supervisor within 15 calendar days after the occurrence of the matter out of which the grievance arose, or within 15 days of the employee's first knowledge of the occurrence.

Step 1. Each dispute or grievance shall be taken up informally by the aggrieved employees, the steward and the appropriate supervisor and be identified as a grievance. Documentation that the informal grievance meeting was held will be recorded on a form supplied by the Union. The supervisor must give his answer to the grievance within 5 workdays.

Step 2. If no satisfactory settlement is reached between the aggrieved employees, the steward, and the supervisor, the grievance shall be reduced to writing on an appropriate form provided by the Union stating the exact nature of the grievance, date incident occurred and remedy sought. It shall be submitted by the Steward designated for the shift within five working days following receipt of decision by supervisor who entertained Step one, to the Division level of supervision. Upon receipt of a second step grievance, the supervisors concerned shall meet with the aggrieved employees, steward and Chief Steward within five workdays after receiving the written grievance. Supervisors may call in the official of the activity below the Commander normally having authority to make decisions on the matter involved in the grievance. For example: Decisions on lighting, heating or ventilation normally would be made by the Facilities Engineer, decisions on post restaurant facilities by the Post Restaurant Officer, etc. If the steward wishes to call the Union President or his designee to assist in the resolution of the grievance at this second step meeting, they may do so. The supervisor conducting the meeting will prepare a memorandum for record of the second step meeting. This memo for record will briefly summarize the grievance, the consideration accorded it, the conclusions reached, and the course of action decided during the discussions. A copy of the memorandum will be furnished all parties concerned within five workdays after the discussion is completed. If to satisfactory

settlement is reached in the second step, the Union will submit the written grievance through MER to the Commander within five workdays following receipt of the memo for record of the second step meeting.

Step 3. Upon receipt of a written grievance (following completion of Step one and two) the Commander or his designated representatives) shall arrange to meet within five workdays with aggrieved employees), the Union Steward, and Union President (or his/her designated representative). The Commander or his designated representative will render a decision on the grievance within five workdays following the third step meeting.

Section 7. When several employees have an identical grievance, management and the Union will call the employees affected together and require them to select one individual case for processing. The Union agrees to encourage the processing of only one grievance in place of numerous identical grievances. The employee will be told that, if they agree, decision on the case selected will be binding on all other identical cases. If any employee refuses to participate in the Agreement, his refusal shall not affect his right to process his grievance individually. This test case procedure is not applicable to any situation where individual differences exist or when evaluation of the individual qualifications of the aggrieved employees would be required to decide the issues.

Section 8. All time limits may be extended by mutual agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or employee to advance the grievance to the next step. Failure of the Union or employee to observe the stated or extended time limits shall constitute withdrawal of the grievance. The aggrieved (employee or Union) may withdraw the grievance at any time.

Section 9. If the Employer or the Union submits a grievance, the grievance must be filed within 15 days of the incident or within 15 days from the awareness of a grievance. In the case of an employer-initiated grievance, the Union President will receive the grievance. In the case of a Union-initiated grievance, the Commander or his designee will receive the grievance.

Section 10. Any grievance not resolved under the terms of this Article may be referred to arbitration by either the Union or the Employer in keeping with the provision of Article XXX, Arbitration.

## ARTICLE XXX

### ARBITRATION

Section 1. In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within ten workdays of receipt of a final decision.

Section 2. Within five workdays from the date of the request for arbitration, the parties shall

separately or jointly request the Federal Mediation and Conciliation Service to provide a list of impartial persons qualified to act as arbitrators. The parties shall meet within seven workdays after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and Management will each strike one name from the list and shall then repeat the procedure. The remaining name shall be the duly selected Arbitrator. A flip of the coin will decide which party strikes first.

Section 3. The fee and expense if any, of the Arbitrator shall be borne by the losing party, The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. The arbitration hearing will be held, if practicable, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status, if otherwise scheduled to work during the hearings.

Section 4. The Arbitrator will be requested by the parties to render his decision as quickly as possible but in any event no later than 30 calendar days after the conclusion of the hearings unless the parties otherwise agree.

Section 5. The parties will in good faith attempt to define the issue. If complete agreement cannot be reached on the issue prior to arbitration, the parties will present their respective issues to the Arbitrator at the hearing. The Arbitrator will then determine the issue to be heard.

Section 6. Either the Union or the Employer may file exceptions to an Arbitrator's award in accordance with law and regulation.

## ARTICLE XXXI

### CONTRACTING OUT

Section 1. The Employer retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civil Service Reform Act. All contracting out decisions will be in accordance with controlling regulations.

Section 2. The Union will be advised of contracting out decisions. The impact and implementation of contracting out decisions will be negotiated at request of the Union.

## ARTICLE XXXII

### PARKING

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

Section 2. Parking, except for reserved spaces, will be on a first come, first served basis. Reserved spaces will be

authorized for:

- a. Government vehicles.
- b. Visitors (for official business and off-post visitors).
- c. Handicapped personnel, as approved by the Depot Medical officer.
- d. Incumbents of position at branch level and above, and equivalent.
- e. The local Union President.

## ARTICLE XXXIII

### GENERAL PROVISIONS

Section 1. The Union will contact the Management-Employee Relations Branch for any information needed from the Employer. Such information will be provided as soon as practicable. The availability of information will be in accordance with laws and regulations and in accordance with security and confidentiality requirements on a need-to-know basis.

Section 2. Depot Bulletins will be posted within a reasonable time on bulletin boards accessible to employees in the Unit. A copy of the Depot Bulletin will be provided the Union President and each shift steward.

Section 3. Official personnel Folders (201 Files) will be maintained in accordance with applicable regulations. Every effort will be made by both employees and the Employer to maintain these files in an up-to-date manner. Copies of documents in an employee's file will be furnish !O the employee upon proper request, as provided by regulations.

Section 4. The Union will be provided manning charts on a current basis, covering positions in the bargaining unit.

Section 5. The employee will be given an opportunity to initial each entry made on the addendum card to his/her personnel record card (SF-7b), maintained by the Employer. Should an employee decline to initial an entry, the shift steward will be asked to initial to indicate that the employee was made aware of the entry.

Section 6. The Employer agrees that all employees will be given fair and equitable treatment with regard to job assignments, including those that require performing menial or dirty tasks. It is further agreed that in no instance shall an undesirable assignment be made as a penalty or reprisal, nor shall prestigious jobs be assigned on the basis of favoritism.

Section 7. In the absence of the first-line supervisor, unless employees have been otherwise instructed, the next level of supervision will be in charge.

Section 8. "Volunteer" as used herein means an employee acting for himself/herself only, in any matter covered by this Agreement (such as detail, shift assignment, irregular tour).

Section 9. The Union's right to represent employees as specified in this Agreement applies to work performed during scheduled tours of duty as well as periods of overtime.

Section 10. The Union will be notified of a pending reorganization prior to implementation.

Section 11. Within Grade Increases will be granted or denied in accordance with applicable regulations.

12. Union officers/stewards, upon request, will be granted access to regulations necessary to assist them in carrying out their representational tasks.

Section 13. Upon the Union President's written request, and not more than two times during each calendar year, the Employer will furnish the Union a listing of unit employees. Listings will include each employee's name, grade, mailing address, and organizational identifier. Additionally, requests for SCD and/or departmental seniority will be provided in the same manner.

Section 14. The Employer will provide the Union a copy of Red River Army Depot regulations, and changes thereto, upon publication. accordance with applicable regulations.

#### ARTICLE XXXIV

##### PUBLICATION OF THE AGREEMENT

The Employer agrees to reproduce and make available a copy of this Agreement for each employee in the bargaining Unit.

#### ARTICLE XXXV

##### DURATION AND CHANGES

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

Section 2. This Agreement is subject to reopening

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

provisions of the Agreement.

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