

AGREEMENT

BETWEEN

US ARMY AIR DEFENSE CENTER
AND FORT BLISS

AND

NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES

LOCAL R14-89

PREAMBLE

This AGREEMENT is made and entered into by and between the U.S. Army Air Defense Artillery Center and Fort Bliss, Texas, hereinafter referred to as the "EMPLOYER", and the National Association of Government Employees (NAGE), Local R14-89, hereinafter referred to as the "UNION", collectively known as the Parties. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

WITNESSETH

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

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 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 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; and

WHEREAS, there exists a clear and identifiable community of interest among the employees covered by this agreement; and

WHEREAS, this agreement promotes the ease and efficiency of the Employer's operation;

Now, Therefore, the Parties hereto agree as follows:

ARTICLE 1
Recognition and Unit Designation

Section 1: The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 2 of this article.

Section 2: The recognized unit to which this agreement applies:

INCLUDES: All full time non-supervisory General Schedule Appropriated Fund employees stationed at Fort Bliss, Texas, serviced by the Fort Bliss Civilian Personnel Office, and for whom the Commanding General, United States Army Air Defense Artillery Center and Fort Bliss, Fort Bliss, Texas, has been delegated appointing authority.

EXCLUDES: All professional employees, management officials, confidential employees, employees of the Fire Prevention and Protection Division, Wage Grade employees, employees engaged in Federal personnel work other than purely clerical capacity, and all temporary employees employed 90 days or less, and supervisors as defined in Title VII of Civil Service Reform Act of 1978.

ARTICLE 2
Provisions of Laws and Regulations

Section 1: The Employer and the Union agree that:

In the administration of all matters covered by this agreement, officials and employees are governed by:

- a. existing or future laws;
- b. existing government-wide rules or regulations; (including policies set forth in the Federal Personnel Manual)
- c. DOD/DA rules or regulations in existence at time of this agreement, unless a determination has been made that a compelling need does not exist for such a rule or regulation.
- d. subsequently published rules or regulations which do not conflict with the terms of this agreement.

Section 2: 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 deductions.

Section 3: This agreement does not alter the responsibility of either party to conscientiously seek mutually satisfactory solutions to matters not covered by this agreement.

Section 4: The Union, as an exclusive representative, is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

ARTICLE 3
Rights and Obligations of Employees

Section 1: Each employee 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. Such right includes the right:

- a. to 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 heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 2: Each employee shall have the right to bring matters of personal concern to the attention of the Employer.

Section 3: Employees shall be allowed to confer with a Union representative of their choice for the purpose of obtaining assistance in connection with their grievance, appeal or complaint or other work related problems, during duty hours. Employees desiring to confer with the Union representative will negotiate a mutually acceptable time with their immediate supervisor prior to meeting with the Union representative.

Section 4: An employee has the right to have both the Employer and the Union apply all applicable provisions of this Agreement fairly and equitably to all employees of the Unit without regard to race, creed, color, national origin, sex, age, martial status, lawful political affiliation, handicapping condition, or membership or non-membership in a lawful union.

Section 5: The Employer shall not interfere with or attempt to interfere with any employee in the filing of a complaint, grievance, or appeal, or threaten to take any act of reprisal against any employee because the employee has filed or expressed an intention to file a complaint, grievance or an appeal.

Section 6: Employees will have only one official place of duty to which to report at the beginning of their tour of duty, and at which to end their tour of duty. When mutually agreeable to work at other than their official place of duty, such employee(s) may be permitted to report/depart the place to which temporarily assigned rather than report/return to the official place of duty at the beginning/expiration of their tour of duty.

Section 7: An employee has the right to Union representation at any examination of an employee in connection with an investigation if (a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (b) the employee requests representation.

Section 8: An employee, or a representative of the Union who has been authorized in writing by the employee, may review the contents of his/her Official Personnel Folder.

Section 9: An employee may request a copy of any material placed in his/her Official Personnel Folder to which he/she is entitled under the Federal Personnel Manual or DoD Security regulations. Such material will be provided unless such provision contravenes applicable law or regulation.

Section 10: The Employer shall take action to assure that Employees are annually apprised of the Rights of this Article in the same manner that employees are informed of their rights to representation RE: Section 7 and that no interference, restraint, coercion or discrimination are practiced to encourage or discourage Union membership by any supervisor or official.

Section 11: The Union and Employer agree that employees will not engage in/or involve co-workers in private business or profit-making endeavors while on official duty time.

Section 12: The Employer recognizes that employees' private lives are generally of no concern to the Employer. Thus, unless a link exists between off-duty misconduct and an employee's government position or unless the off-duty misconduct is so egregious as defined by appropriate governing third party case law, no action shall be taken against any employee for incidents which are not job related.

ARTICLE 4

Union Representation

Section 1: The Employer agrees to recognize the elected officers and stewards duly assigned by the Union. Stewards shall be members of the bargaining unit. The Union assumes responsibility for designating the number of stewards needed to carry out their proper functions in an efficient manner.

Section 2: The Union shall maintain and submit to the Employer, in writing, on a current basis, a complete list of all authorized Union representatives, to include duly elected officers, the chief steward, and the stewards and their assigned areas. Unless so designated by the Union in writing, no employee may be recognized as a Union steward.

Section 3: a. All officials of the Union and the Employer will endeavor to settle differences informally at the lowest level of supervision practicable. Stewards will act for the Union in matters appropriate for discussion with levels of supervision up to and including branch chiefs. The Chief Steward will present matters appropriate for discussion to the Division Chief; and the Chief Steward or other Union official as designated by the President will present matters appropriate for discussion to the staff level.

b. The Union shall not solicit grievances or complaints nor shall supervisors provoke employees into initiating grievances.

Section 4: The original representative in a grievance should normally stay with the grievance until resolved or dismissed. This should not prevent management or the representative from calling in the Union President or his/her delegated representative at any step of the grievance.

Section 5: The Employer agrees that reasonable time during work hours shall be made available to the Chief Steward and other appropriate Union representatives, while engaged in activities permitted under CSRA. It is agreed that time off from work granted to stewards or other Union representatives shall not be used for discussion of any matters connected with the internal operation of the Union such as: the collection of dues; assessments of other funds; the solicitation of membership; campaigning for elective office in the Union; or the distribution of authorization cards.

Section 6: Union representatives, when required to leave their work site to engage in approved Union activities during duty hours, shall first obtain the permission of their immediate supervisor/designee and will inform that supervisor of their destination, general nature of activities to be engaged in, and time of estimated return. Prior to entering a work area which is under the authority of another supervisor, the Union representative will obtain permission from that supervisor to contact the employee. Supervisory permission in these instances will normally be granted. Supervisors denying a request under this section will furnish a written reason for the denial to the Union representative at the time of the denial. Union representatives and the employees they contact will report to their supervisors upon their return to work. Contacts between employees and stewards will normally take place within the immediate vicinity of the employee's assigned work area provided, however, that privacy is assured.

Section 7: In order to account for the total hours and usages spent by Union representatives on approved Union activities the following procedures will be followed: The Official Time Report (OTR) (Appendix B) will be completed by the Union representatives and turned into his/her immediate supervisor. The OTR will reflect the amount of time used on approved Union activities and the specified activity undertaken, and supervisory persons, if contacted. Union representatives will be expected to complete the OTR when they return to duty and are checking back with immediate supervisor. In cases involving extended representational activities and/or consecutive meetings, Union representatives will turn in the OTR no later than the end of each working day; unless such activities go beyond, in which case the OTR will be turned in at the beginning of the following work day. Union representatives will retain a copy of the completed and signed OTR for their records. The OTR may be modified upon mutual consent of the parties without reopening this agreement.

Section 8: The Employer agrees that elected Union officials will not be transferred from one organizational element (that part of a Directorate or Division that appears on official organizational charts approved by Directors/Commanders) work shift, or tour of duty to another unless such transfer is necessitated by compelling work commitments. In the event that work commitments dictate such transfer, the activity chief will discuss the transfer with the Union President or Vice President five (5) workdays in advance of the notice of transfer except in emergency situations. The intent of this section is to avoid to the maximum extent possible, the transfer of the above named Union officials form one organizational element, shift, or tour of duty to another, except when such officials are assigned to rotating shifts or work days on a continuing or recurring basis.

Section 9: An employee may handle his/her own grievance. However, the Union shall be given the opportunity to be represented at discussions between management and employees or employee representatives concerning the formal grievances, and at the appropriate time to make the view of the organization known. The right of representatives to be present during discussions of grievances shall be subject to necessary requirements as to security and confidentiality of information. The right of the Union to be present does not extend to informal discussions of personal problems between an employee and supervisory officials, when the employee does not desire the presence of the employee organization representative. However, if such discussions involve decisions on personnel policies or other matters which management is obligated to discuss or negotiate with an employee organization designated as exclusive representative, such decisions will not be made by management until this obligation is discharged, and such decisions will not conflict with existing agreements with the Union.

Section 10: The Union shall be given the opportunity to be represented at formal discussion(s) between management and employee(s) or employee representative(s) concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employment.

Section 11: Union facilities - The Employer agrees to continue to provide Building 627 for co-use as a Union Hall. The Union Hall will have a Class A phone with Autovon access (DSN) and a Class C phone. Long distance charges will be paid by the Union. IAW all of the foregoing, the Union President will be a co-signor of the government lease for use of Building 627. An addendum will be attached to the Leasing Agreement stipulating that common use areas such as meeting rooms, kitchen facilities, bathroom facilities, and connecting hallways will be accessible at all times. The addendum will be signed by both parties.

Section 12: The Employer agrees that when the Union represents an employee and there is reason for the Union and the employee to engage in private discussion, an area will be made available for such discussion. In addition, the Union President will have access to a Class C telephone for the use of the president at the President's worksite, and the telephone number will be inserted into the Fort Bliss Telephone Directory under the National Association of Government Employees, Local R14-89.

Section 13: The Employer agrees that the Union has the right to select one (1) member of the unit to serve as a voting participating member on the following committees:

- a. FECA Committee
- b. Energy Council
- c. EEO Advisory Council
- d. Federal Women's Program Committee
- e. Hispanic Employment Program Committee
- f. Incentive Awards Committee
- g. Safety and Occupational Health Advisory Council
- h. Drug and Alcohol Abuse Committee

NOTE: a. It is understood that on standing committees or those established in the future in which the Union does not have voting privileges, the Union may offer their views/recommendations for consideration.

b. Problems stemming from the Union's membership on any committee may be taken up for discussion by the Employer and the Union for mutual attempts at resolution.

Section 14: The Employer agrees that the Union shall be permitted to utilize the existing internal distribution system. This utilization shall not pertain to bulk issue or distribution. Management shall not be responsible for loss or delay of material.

Section 15: All parking at Fort Bliss will be consistent with applicable regulations. Other than reserved parking at Building 2, no parking spaces in any other area shall be allocated or reserved except as authorized by AR 210-4.

Section 16: a. The President, First Vice-President, Chief Steward, and other appointed Union officials, as deemed necessary by the President, shall be authorized up to two workdays (mission permitting) to attend Union sponsored training in a calendar year.

b. In addition to Union sponsored training, the Union may request or the Employer may offer other management sponsored training to the Union President and other Union officials selected by the President. Denial of a union request for management sponsored training shall be responded to in kind with reason(s) provided for the denial.

Section 17: Authorized non-employee representatives of the Union will be allowed to visit the installation on appropriate Union business. These representatives will contact the Directorate of Civilian Personnel on arrival at the installation during normal duty hours prior to visiting with organizations, local Union representatives or other employees.

Section 18: The Union will be notified of proposed reorganizations, the reason(s) for the proposed reorganization, and the proposed organizational structure prior to final local approval of the proposal. The Union will have up to five (5) workdays in which to comment. This proposal does not waive the Union's right to negotiate.

Section 19: If not in contravention of a government wide rule/ regulation, and while not on official duty time, the Union Hall may be used for activities conducted for purposes of fund raising, soliciting new members, or developing awareness of the Union among the employees.

Section 20: a. The Employer and the Union agree that its Management and Union officials shall conduct themselves in a temperate and courteous manner in dealing with each other and conform to appropriate standards of conduct.

b. Both parties shall:

1) Support efforts to eliminate waste, conserve materials and supplies, and improve the quality of workmanship,

2) Participate in and promote programs designed to improve work methods and conditions on the same basis as the Union is permitted participation in management training.

Section 21: If available, upon request, the employer agrees to set aside temporary adequate facilities for use by the Union during the nonwork time of employees for solicitation/distribution. This provision may be unilaterally reopened for negotiations by the Union at any time after six months after date of approval.

Section 22: Upon assignment to a work area, the Employer shall inform a new employee the name of the Union official assigned to represent that area. If the assigned Union official works in the same area as the new employee, a formal introduction will be made by the Employer.

Section 23: When union officials are required to perform their representational duties, or as the representative of choice, in areas outside of the immediate boundaries of Fort Bliss, i.e., McGregor Range, downtown El Paso, Site Monitor, etc., normal mileage rates for use of privately owned vehicles payable at normal JTR rates will be reimbursed through submission of a monthly voucher indicating mileage and destination through the appropriate budget office to the Finance Accounting Office.

Section 24: a. The Employer agrees to process all FOIA requests by the Union and any information released to the Union will be done so in accordance with applicable regulations. The Employer agrees to waive fees for reasonable and necessary information released to the Union to perform representational functions.

b. On 5 USC 7114 information data requests submitted by the Union, the Employer shall provide the requested information or a response, within ten workdays unless an extension is requested.

c. In the event the 5 USC 7114 request is denied, specific reason(s) for the denial shall be furnished.

ARTICLE 5
Rights of Management

Section 1: a. Subject to subsection b. of this section, nothing in this chapter shall affect the authority of any management official of any agency

(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, lay-off 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 ---

(1) among properly ranked and certified candidates for promotions; or

(2) 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 any agency and any labor organization from negotiating ---

(1) at the election of the agency, on the numbers, types, and grades of employees of 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 agency 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: In recognition of Executive Order 12871, the Employer agrees that, as long as EO 12871 is in effect as enacted by the President on 1 October 1993, those subjects outlined in 5 USC 7106 (b) (1) and Section 1. b. above, will be mandatory subjects of bargaining.

Article 6
Matters Appropriate for Negotiations

Section 1: a. Matters appropriate for negotiations in accordance with CSRA are personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions; existing agency rules or regulations where compelling need does not exist.

b. When legislation is passed, or other regulatory authority is granted establishing the right to collective bargaining over currently exempt matters, the Employer agrees to begin negotiations within 30 days of receipt of the Union's written request to negotiate.

Section 2: The Union will have ten (10) calendar days from the announcement by the Employer to the local president or in his/her absence the next ranking union official of a proposed personnel policy/practice initiative or change in an existing personnel policy/practice within which to submit a request to negotiate such initiative or change. The Union will be deemed to have assented to such initiative or change if it has failed to submit such request within the ten (10) days.

Section 3: A request to negotiate under this Article shall be in writing and state the nature of the request. The parties will meet to negotiate normally within five (5) workdays after receipt of a request to negotiate. In the interest of mission accomplishment, groundrules will be limited to matters of procedures and such other matters as will facilitate negotiation of the issues. Where mutually agreed to in advance, the standard groundrules for such negotiations will be a one-time exchange of proposals and

the designation of team members.

Section 4: Should a dispute between the parties occur over the negotiability of a matter, either party may request a determination be made by the appropriate higher authority.

ARTICLE 7
Basic Work Week

Section 1 : a. Normal work week as defined in the Department of the Army Civilian Personnel Regulations: the basic work week will consist of five consecutive eight-hour days, Monday through Friday, exclusive of the prescribed lunch period each day, except for the employees who are assigned other basic work weeks. A period of seven consecutive days, beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday constitutes the administrative work week.

b. To the maximum extent possible, Fort Bliss employees will continue to be given the opportunity to participate in flexitime in accordance with the Federal Employees Flexitime and Compressed Work Schedules Act of 1978.

Section 2: a. Management and the Union agree to initiate an Alternative Work Schedule (AWS) for bargaining unit employees. It is understood that some employees because of their job responsibilities will not participate in the AWS.

b. The AWS may include but is not limited to one or more aspects of the following:

- 1) Compressed Work Schedule (4 X 10)
- 2) 5 - 4 - 9 Work Schedule

c. The AWS will have an initial six (6) month period. Management and the Union will meet as needed to review the AWS to evaluate and insure that the program is not having an adverse impact on the Agency. If during this trial period, unexpected legitimate circumstances arise which dictate a change or discontinuance of the AWS, management will meet with the Union to explain the reasons therefor. If the parties cannot reach agreement, established regular procedures to resolve issues in labor relations will apply.

d. After the six (6) month trial period, management will make the determination as to whether or not the AWS is satisfactory and reserves the right to discontinue the AWS, if the AWS proves not to be in the best interests of the Agency as long as management can provide cogent reason(s) as to why AWS has impacted adversely on the work area.

e. If discontinuance of the AWS becomes necessary, management will inform the Union prior to the discontinuance and will take the views of the Union into consideration before making a final decision.

Section 3: a. Lunch period, normally after four hours of work or at such time as may be mutually agreed upon by supervisor and employee will not be considered duty time and must be scheduled outside the hours established for the daily tour of duty. If mission requirements require that the scheduled lunch period not be entirely free of duty, the employee will then be reassigned a different lunch period for that day, agreeable to the supervisor and employee. Lunch periods, not to exceed 60 minute duration, will be established; where the employer requires coverage at the worksite during installation lunch hour times, employees will be rotated to provide the coverage if no personnel volunteer.

b. Where three eight-hour tours of duty are in operation, a lunch period of 20 minutes or less may be counted as time worked for which compensation is allowed. In such case, employees must spend the time in close proximity to their work site. This provision is applicable only to employees on assigned rotating shifts.

Section 4: a. Travel to and from a designated eating area or to and from an eating establishment, on or off post, will be considered part of the non-work lunch period and will not be performed during duty time.

b. For employees on variable tours of duty, the lunch period will normally be observed after four (4) hours of work.

Section 5: Adequate time throughout the work shift will be provided as necessary to employees for personal hygiene. Adequate time will also be allowed for the employee to secure his/her work area before lunch and before the end of the work shift.

Section 6: Except for employees on an approved Alternative Work Schedule, tours of duty will cover a minimum of forty hours per administrative work week for all full time employees. Normally, the basic work week will be scheduled over five consecutive days.

Section 7: a. IAW applicable rules/regulations, when it is known in advance of an administrative work week that the specific days and/or hours of a day for employee(s) will differ from those in the current administrative work week, employees' schedules will be changed to correspond with those specific days and/or hours. Employees will be informed of the change before the end of the current administrative work week.

b. If it is determined that a supervisor should have scheduled a period of work as part of an employee's regularly scheduled administrative work week and failed to do so in accordance with the procedures outlined above, an employee will be entitled to overtime compensation.

c. The Union will be furnished the reasons for establishment of variable tours. Upon request, management will provide the Union with the reasons for continued use of variable tours. The Employer will make every practicable effort to avoid the establishment of the variable tour or the prolongation of variable tours. Turn around time for employees on variable tours will normally be not less than ten (10) hours.

Section 8: Short rest periods will be granted during the regular tour of duty in accordance with applicable regulations; one 15 minute rest period during the morning tour and one 15 minute rest period during the afternoon tour. The designated break period may vary at times when the

employee is involved with customer service. Rest periods will not be taken concurrently with the lunch period or the beginning, or the ending of the tour of duty.

Section 9: An occasional absence of less than one hour will be excused when the affected employee provides a legitimate explanation for the absence. It is recognized that the Employer determines the legitimacy of the explanation provided; however, it is also recognized that denial can be grieved by the employee or the Union.

Section 10: When job requirements necessitate more than one tour of duty on 24 hours coverage, the assignment of personnel to work the second or third shift will be made by the Employer consistent with mission assignment. Personnel volunteering for assignment shall be given preference. Shift personnel shall be permitted to exchange established tours of duty with other personnel unless the employer has valid reasons to deny the exchange.

ARTICLE 8
Overtime

Section 1: Employees whose rate of pay exceeds GS-10, Step 10 may request paid overtime rather than compensatory time when required to work overtime by the Employer, such request will be granted if funds are available to the major activity director.

Section 2: a. Overtime assignments will be distributed as equitably as possible among qualified employees. First consideration for overtime will be given to those employees who volunteer and are permanently assigned to the job.

b. An employee will normally, upon request, be released from an overtime assignment if a qualified replacement is available and willing to work. An employee will normally be released from an overtime assignment in the event of an emergency.

c. The Employer will make available to the Union, upon written request, current records of overtime assignments of employees to aid in resolving individual claims of unfair and inequitable distribution of overtime assignments.

Section 3: It is agreed that when employees are designated to be called back to duty to cope with an emergency situation there should be a definite possibility that a requirement will arise for use of the specific skills possessed by the designated employee. Such employees called back to duty shall be paid the minimum equivalent of two hours overtime for any overtime actually worked which is less than or equal to two hours and shall be allowed to leave the job in less than two hours if management has less than two hours for them to do. It is further agreed that in such situations CPR 990-2(C-18) 610.S1-7.d, (1) will be strictly adhered to.

Section 4: Whenever an overtime assignment will extend for two hours or more beyond the regular shift, a rest period not to exceed 15 minutes, in accordance with applicable regulations, will be granted at the end of the regular tour of duty.

a. For periods of four (4) hours or more of overtime, an opportunity to obtain food and a scheduled 30 minute lunch period, without compensation, will be provided or made available for employees preferring the scheduled lunch break. If the nature of the work is such that it cannot be stopped or interrupted, the Employer will allow the food consumption to be on a work status basis.

b. The scheduled lunch period shall be free from all duty obligations except for immediate and compelling emergency situations which arise during the scheduled lunch period, whereas employees shall be in a work status immediately upon resuming work.

c. In the event the employees cannot obtain food within the 30 minute lunch period, the employees will be authorized a non-duty non-paid one hour lunch period.

Section 5: The Employer agrees to give consideration to transportation requirements of the individual employee before directing him/her to perform an emergency overtime assignment. If the employee is to perform emergency overtime at an outlying area and is in need of transportation, the Employer will provide any necessary transportation to or from Fort Bliss in accordance with AR 58-1.

Section 6: An employee who elects to take compensatory time in lieu of overtime pay for overtime work performed has thirteen (13) pay periods within which to be granted that compensatory time. Such time off shall be at times mutually acceptable to the employee and the supervisor.

Section 7: The Employer, Union, and non-exempt employees recognize that no employee may work more than 40 hours per week without being in an overtime pay status. The supervisor must specifically direct the performance of work outside the Employee's normal tour of duty, or during the lunch period; otherwise, the employee is not in an overtime status and must not perform work. However, should a supervisor knowingly permit an employee to perform work in excess of 40 hours per week, under the Fair Labor Standards Act that employee shall be deemed to be in an approved overtime status. Each supervisor shall be responsible for bringing the provisions of this Section to each subordinate's attention not less than semi-annually.

Section 8: Employees previously scheduled to be on annual leave or sick leave for a part of the day on which overtime is subsequently required shall not be denied the opportunity to work overtime solely on that basis. However, employees who take annual leave or sick leave for all or part of the day subsequent to the posting or notification of a requirement to work overtime may be denied the opportunity to work that overtime solely on that basis.

Section 9: The Employer agrees that employees are entitled to as much advance notice as possible of the need to work overtime, normally a minimum of a one day notice. This requirement may be waived in the event a bona fide emergency exists requiring overtime work.

Section 10: Employees pursuing their education and attending school during non-duty hours normally shall not be scheduled to work overtime if such overtime would conflict or interfere with school attendance.

ARTICLE 9
Adverse Weather Conditions

Section 1: The Employer and the Union agree that adverse weather conditions that are hazardous and present a threat to the safety of the employees require that procedures be set forth to diminish accidents that may result therefrom.

Section 2: The Employer agrees that when adverse weather conditions prevail, the Employer will gather information regarding highway and climatic conditions from such sources as the Texas Department of Public Safety, The El Paso Police Department, The Sheriff's Office, the McGregor Range Desk Sergeant, and other such agencies in the position to furnish the required information.

Section 3: The Employer will evaluate the information and determine if the best interests of the Employer and employees can be served by dismissing personnel from duty and notifying personnel not to report to duty. Once making that decision, the Employer will notify employees by the most expeditious means available, normally by radio and television.

Section 4: Employees on approved annual leave or sick leave will not receive administrative leave for these periods of time.

Section 5: The Employer and the Union agree that the granting of administrative leave is a Command prerogative and that such leave will be granted uniformly throughout the unit, except for those employees declared mission essential by the Employer. Required actions to secure equipment or facilities will be accomplished prior to departure. Any deviations from this policy for security, safety or situations affecting the best interest of Fort Bliss will be discussed with the Union.

Section 6: During declared adverse weather conditions, non-mission essential personnel may be required to report to work. Non-mission essential personnel who feel conditions are unsafe may request and will be granted annual leave. Annual leave will not be charged for any or all portions of a day that the Employer approves/grants administrative leave for adverse weather conditions.

ARTICLE 10
Holidays

Section 1: All holidays designated by law, regulations, or Executive Order will be observed by the Employer as a nonworkday for all employees not required to work to meet urgent workload commitments in keeping with the mission of Fort Bliss. Employees will be entitled to holiday benefits in accordance with applicable regulations.

Section 2: Work assignments on holidays will be in accordance with the procedures for assignment of overtime.

Section 3: It is agreed that the Employer shall give the employee two work days advance notice, as a minimum, when directing work on a holiday, unless a bona fide emergency arises that prohibits this, in which case as much notice as possible will be given.

ARTICLE 11
Leave of Absence

Section 1: Whenever, in the judgement of the Employer, a leave of absence is justified and warranted and workload or other consideration permits, an employee will be granted Leave Without Pay in accordance with applicable laws and regulations. Normally, a period of leave without pay shall not exceed one year for each employee. In cases of denial, the employee will be notified of the reasons for denial, in writing.

Section 2: Employee representatives elected or appointed to a Union office or as a delegate to any Union activity may apply for periods of leave without pay, as necessary, to accept temporary Union positions or attend Union activities; such requests will be submitted as far in advance as possible. It is understood that approval or disapproval of such requests will be in accordance with applicable regulations and workload requirements.

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

Section 4: Employees in an approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employee Health Benefits Program to which they may be entitled in accordance with applicable statutes and regulations.

ARTICLE 12
Annual Leave

Section 1: a. Employees shall accrue annual leave in accordance with applicable regulations. An employee's request for annual leave normally will be granted. Denial or cancellation of leave will be based upon factors which are reasonable, equitable, uninfluenced by emotion, surmise or personal prejudice, and which do not discriminate against any employee or group of employees. Denial of leave requests will only be based on the necessity for the employee(s)' services. If an employee's oral or written request for annual leave is denied, or if approved leave is cancelled, the reason(s) for denial will be provided to the employee in kind.

Section 1: b. The Employer agrees that no policy will be established which limits the amount of annual leave an employee will be authorized at any one time.

Section 2: Annual Leave is provided for vacations and periods of time off for personal and emergency purposes:

a. Vacation Leave: Employees desiring vacation leave during the calendar year shall submit their choice to their supervisor by 1 February. The leave shall be scheduled by 1 March and schedules will be made available to employees upon request. In the event of conflict between leave requests between or among employees, priority will be determined first, according to accommodations by the affected parties, or second, through a method of random selection acceptable to the affected employees, or third, a random selection method determined by the Employer, if the first two methods are unsuccessful. Requests for annual vacation leave received after 1 February will be considered but only after those received on time. A failure to schedule annual leave by 1 February will not be the sole basis for denial of leave.

b. Other annual leave excluding emergencies:

(1) Request for annual leave of 8 hours or less will normally be acted upon within one (1) work day.

(2) Requests for annual leave of 8 hours or less will normally be acted upon within one (1) work day.

(3) All other leave requests will be acted upon expeditiously.

(4) The employee is expected to request leave as soon as he/she is aware of the need. The time the request for leave is received by the supervisor will determine priority in the event of conflict between leave requests by other employees.

Section 3: Each employee who has excess annual leave indicated on the Leave and Earning Statement will notify his/her supervisor no later than the first week of September so that excess annual leave can be scheduled. Failure to do so may result in the Employer's denying the request for annual leave and possible forfeiture of carry-over annual leave for the employee. Denial of leave must be based on valid work considerations.

Section 4: An employee who has requested leave, and due to sickness or circumstances beyond the employee's control, has exhausted all leave, may be granted advanced annual leave. Advanced annual leave will not exceed an amount which is reasonably assured will be subsequently earned during the leave year.

Section 5: If the Employer curtails activities involving liberal uses of annual leave, the Employer will make every effort to provide work for employees who do not have annual leave credits and normally for those who do not wish to use their leave.

Section 6: Employees who are prevented from working due to interruptions or suspensions of work operations which arise during their regular shift hours will normally be assigned to other work which whenever possible is related to their official position description. If work, whether related or unrelated to the official position description is not available for such employees, excused leave with pay for the remainder of the shift shall be granted without charge to annual leave.

Section 7: In emergency situations request for annual leave will be made by the employee either in person or by telephone directly to his/her immediate supervisor or in the event this is not possible the employee will inform some other individual at the worksite, prior to the start of duty but not later than two (2) hours after the start of the employee's tour of duty on the first day of the absence. For employees on shift work or in areas where unscheduled annual leave may impact on scheduled mission requirements, e.g., training instructors scheduled to conduct classes, employees will be required to request leave under these procedures 30 minutes prior to the start of the class or the tour of duty, as applicable. The employee will state the general nature of the emergency and the expected duration of the absence. The allowance for informing someone other than the immediate supervisor is with the understanding that the employee will make every effort practicable to personally contact the immediate supervisor on the first duty day of the absence to secure approval of the absence. Should the emergency absence exceed the estimated time, the employee must again contact his/her supervisor to report an extension of leave prior to expiration of the original period, if possible. Employees may be required by the supervisor to furnish proof of the emergency. Failure to secure the proper approval may result in the period being charged to absence without leave.

Section 8: Definition of Emergency Leave: An emergency is defined as a circumstance or combination of circumstances which is beyond the control of the employee and:

- a. Requires immediate attention by the employee in order to protect human life, health, or safety, or the security of property belonging to the employee or members of his/her immediate family; or
- b. Makes it impossible for the employee to arrive at work at the scheduled time, or to remain at work.

Section 9: Whenever the Installation Commander designates a training holiday and encourages the use of annual leave, employees desiring to take leave will not be denied except on the basis of valid work considerations which cannot be postponed or rescheduled.

ARTICLE 13
Sick Leave

Section 1: Sick leave shall be granted to employees when they are incapacitated for the performance of their duties.

a. Employees not reporting for work because of incapacitation for duty will contact their supervisor by telephone or through other means available as soon as practicable prior to the start of duty, but normally not later than two (2) hours after start of the tour of duty on the first day of the absence. For employees on shift work or in areas where unscheduled sick leave may impact on scheduled mission requirements, e.g., training instructors scheduled to conduct classes, employees will be required to request leave under these procedures 30 minutes prior to the start of the class or the tour of duty, as applicable. When reporting, the supervisor shall be furnished the employee's name and reason for absence and estimated duration of absence.

b. In the event an employee is too ill or incapacitated to call his/her supervisor, a spokesperson, normally a family member, may notify the employee's supervisor of the illness/incapacitation.

c. If the employee finds that he/she will be absent beyond the original estimated time, he/she will report this to the supervisor, indicating the reasons for the continuing absence and the anticipated length of the continuing absence.

d. Such notification shall not, in itself, be justification for approval of sick leave; approval is contingent on provisions set forth in Sections 2 and 3.

Section 2: a. Employees may be afflicted with ailments which will incapacitate them for duty but for which they will be able to self certify as to their incapacitation for duty. The Union and the Employer agree and understand that for the normal, routine type of illness, i.e., colds, flu, allergies, etc., at the employee's option, employee self-certification will be acceptable.

b. It is agreed however, that for absences due to sick leave requests which are of a long-term nature, i.e., more than six (6) consecutive workdays, employees may be required to submit a doctor's certificate.

c. Standard Form 71, Request for Leave, shall not be required prior to taking leave unless the employee will be on leave when time cards are submitted to Finance and Accounting.

Section 3: It is agreed and understood that the supervisor has the right to require that an employee furnish a doctor's certificate for each absence he/she claims was due to incapacitation for duty on the follow three (3) bases, collectively:

a. There is reasonable evidence that the employee has abused sick leave privileges within the previous 12-month period;

b. The supervisor has counseled the employee in respect to the use of his/her sick leave, and a record of such counselling is on file (i.e., SF 7-B card annotation and formal memorandum for record).

c. The employee has been furnished written notice that he/she must furnish a doctor's certificate for each absence which he/she claims was due to illness. Such written notice will not be filed in the employee's official personnel file in the Civilian Personnel Office.

Section 4: It is further agreed that the supervisor will review at least semi-annually and upon request of the employee, quarterly, the official sick leave record of each employee who has been required to furnish a doctor's certificate for each absence due to sickness. Where such review reveals no reasonable evidence that the employee has abused sick leave privileges during the review period, the employee will be notified in writing that a doctor's certificate will no longer be required for each absence which is claimed as due to illness.

Section 5: Employees who are incapacitated for duty because of serious illness or disability and who are supported by a doctor's certificate, may request advance sick leave not to exceed 30 days provided;

a. The employee is serving under a Career or Career-Conditional appointment.

b. The employee's separation from the service is not being contemplated by management or the employee.

c. There is reasonable evidence, substantiated by a doctor's certificate, the employee will be capable of returning to work and fulfilling the full scope of his/her duties.

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

e. The employee has used all annual leave, except that which he/she is legally entitled to carry over from the preceding year, plus 80 hours which have been or will be accrued during the current year.

Section 6: When an employee is required to give care and attendance to a member of his/her immediate family who is affected with a contagious disease or has been exposed to a contagious disease which could jeopardize the health of his/her fellow employees, sick leave will be granted. An employee must furnish acceptable evidence that the patient was subjected to quarantine, isolation, or restriction of movement, by the health authorities having jurisdiction.

Section 7: When an employee is injured on the job, he/she will be furnished a copy of the CA-1, Accident and Injury Report. This will enable the employee to keep a record of the injury for possible future uses as necessary.

Section 8: The Employer will attempt to place on light duty status, if available and practical to do so, any employee with a doctor's certificate stating that the employee temporarily cannot perform the duties as stated in his/her official job description.

- a. Employees will not be expected, required, or knowingly be permitted to perform work identified by their physician as jeopardizing their health.
- b. The medical certificate will state what duties the employee may or may not perform as well as contain a prognosis estimating the length of time the employee will be on a light duty status.

ARTICLE 14
Civic Responsibilities

Section 1: The Employer considers it the civic responsibility of all its employees to respond to calls for jury and other court services. The Employer will request that its employees be excused from jury duty 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: Court leave will be authorized for absence from duty without charge to leave or loss of pay for the purpose of attending court for jury duty in a Federal, State or Municipal Court or for attending judicial proceedings in a non-official capacity as a witness on behalf of a Federal, State or Local Government or on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or Local Government is a party. When called upon to perform these civic duties, the employee will notify the Employer and submit a true copy of the official summons for jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, provided the employee is selected for jury duty, the employee will present the Employer with written evidence of time served and the amount received in payment, if any.

Section 3: If an employee is excused or released by the court for any day or a substantial portion of a day, the employee will return to duty, provided the return would not cause the employee hardship because of the distance from residence, duty station and the court. When two (2) hours or less would remain in the daily tour of duty upon arrival at the duty station, the employee shall not be expected to return to duty.

Section 4: a. Employees will be excused to vote or register in any election or referendum on a specific matter in their community. Generally, an employee, including one (1) on Flexitime, is excused from duty so as to permit the employee to report for work three (3) hours after the polls open or to leave work three (3) hours before polls close, whichever results in the lesser amount of time off. Under unusual circumstances, an employee can be excused up to a full day.

b. As being in the best interests of the service, employee volunteers in the voter registration program will be granted administrative leave, not to exceed eight (8) hours in one (1) calendar year, consistent with workload requirements at a time mutually agreed upon by the supervisor and employee.

Section 5: The Employer and the Union 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.

Section 6: Employees are encouraged to serve as blood donors. If requested, employees will be granted 4 hours of excused absence, subject to operational requirements, for blood donations conducted on the host installation, or, in emergency situations, off of the host installation. This time

includes time necessary for blood donation, recuperation and necessary travel. Normally, requests for absence to donate blood will be made as far in advance as possible.

ARTICLE 15
Reduction in Force

Section 1: All reductions in force (RIF) will be carried out in strict compliance with applicable laws and regulations.

Section 2: The Employer agrees to discuss with the Union impending reductions in force within the bargaining unit, and the reasons therefore, normally within one (1) work day of the date the CPO is officially informed. The Employer also agrees to discuss with the Union the affected competitive levels, date of action to be taken, and the number of employees affected. The Union agrees to render its assistance in communicating to employees the reasons for the reduction in force. The Union agrees to render its assistance in communicating to employees the reasons for the reduction in force. The Union agrees to protect privileged information until such time as a public announcement is approved by the Employer. However, it will be the Employer's responsibility to indicate the need for confidentiality during the meeting between the Union and the Employer when the impending RIF is initially discussed. It is understood that absent an indication of the need for confidentiality, the Union will be free to disseminate any and all information provided.

Section 3: The Employer agrees that advance notice of reductions in force or effective dates of separation or other adverse actions due to RIF will not be scheduled between 15 December - 15 January.

Section 4: Employees identified with a position to be abolished, when eligible, will be offered displacement within his/her competitive level prior to offering a vacant position, once management begins the placement phase of the reduction in force process.

Section 5: Management agrees that once an employee has received notice of assignment to a vacant position under active recruitment, the Request for Personnel Action (SF 52) will not be cancelled solely for the purposes of not placing the RIF'd employee.

Section 6: The Employer agrees that a minimum of 60 days' notice in a pay status will be given to career and career conditional employees who will be affected by a reduction in force.

Section 7: Any career or career conditional employee who is separated because of reduction in force will be placed on the reemployment priority list. Such employee will be offered a temporary or permanent position if available and for which the employee is qualified in accordance with applicable regulations. Employees will first be offered a permanent position, if available, pending availability of a permanent position.

Section 8: Any career employee who is separated because of a reduction in force action will be placed on a Reemployment List (RPL) for two (2) years from the date of separation. Any career conditional employee who is separated because of a reduction in force action will be placed on a Reemployment List for one (1) year from the date of separation. Any career or career conditional employee who is reduced in grade due to a reduction in force situation, application of job classification standards, or classification error is entitled to priority consideration.

a. The Employer shall provide officials involved in the repromotion of employees information which details the employee's rights to full and fair consideration and the obligation of the selecting official to carefully consider these factors.

b. Priority consideration may mean offering a position to an employee who may have only minimum qualifications. An employee offered a position for which he/she possesses only minimum qualifications may require training or assistance to develop the employee's skill to the level established for satisfactory performance.

Section 9: In accordance with applicable regulations, practical efforts will be made to reassign those personnel involved in a transfer of function who do not elect to follow the function.

Section 10: When employees in the same subgroup are tied with identical service computation dates, selection for retention will be resolved on the basis of:

- a. First, which employee's position will continue and which will be abolished.
- b. Second, which employee has the most service in the installation Civil Service.
- c. Third, which employee has the most service in the Army Civil Service.

Section 11: The Employer will provide the Union with a legible copy of any retention register the Employer requires for reduction in force purposes. The Employer agrees to consult with the Union prior to establishing or changing established competitive level designations on position descriptions whether affecting a group of employees or an individual employee.

Article 16
Employee Morale

Section 1: As an affirmative means of implementing and carrying out the policies stated by the Fort Bliss Commander on labor relations, it is agreed that the Commanding General and such personnel as he considers necessary and the President of Local R14-89, together with an additional Union Officer of the President's choosing, will meet at a time mutually acceptable to the parties, but not less frequently than bi-monthly if either party so desires, to discuss matters authorized within the scope of the CSRA, and to seek resolution of problems. The matters to be discussed will be placed on an agenda and will not include individual grievances.

Section 2: The Employer agrees that:

- a. The Union may submit material for publication in the Fort Bliss newspaper. Inclusion of such material will be determined by the editor based on a review for propriety and availability of space. The Union agrees that material submitted will meet established newspaper deadlines. The editor may change material submitted for clarity as is done with all submissions from Fort Bliss activities.
- b. The Union may submit general notices of interest to the bargaining unit for inclusion in the Fort Bliss Bulletin and Fort Bliss newspaper to include the use of electronic mail such as PROFS or other means of electronic information distribution.
- c. Whenever possible, civilian awards, retirements, promotion and other civic or business achievements pertaining to civilian employees will be published.

Section 3: The Employer agrees that the right of employees to participate in Union activities in accordance with the provisions of the CSRA, and the Commanding General's stated policies with respect to the labor relations program at Fort Bliss will be covered in the orientation program for new employees conducted by the Civilian Personnel Office.

Section 4: It is agreed that any change in policy or procedure within the Employer's discretion involving unit matters over which the Union has a legitimate interest will be discussed with the Union, or negotiated as per Section 7106 (b) of the CSRA.

Section 5: The Employer agrees to provide bulletin board space to the Union on the official bulletin board where there are unit members. The space to be provided may vary by location and time based on factors such as Union requirements, management requirements, space available, unit members in the area and space allocated to other activities.

Section 6: The Employer agrees that employees expected to accept responsibility for directing the work of others will be recompensed in accordance with applicable regulations.

Section 7: The Employer agrees to provide the Union with one (1) copy of all Center Publications in the 690 series (Civilian Personnel) plus copies of DA-CPR regulations.

Section 8: The Employer agrees not to limit access to the CPO to Union representatives when performing representational duties. However, when the CPO is closed during normal duty hours, the Union representative will have access by appointment.

Section 9: The Employer shall make every effort to notify the appropriate Union representative of death or job related injuries or illness of employees within the unit as soon as it is practical to do so in accordance with applicable regulations. Release or non-release of information under this section will not form the basis of a grievance.

Section 10: The Employer recognizes that employees shall be permitted to listen to privately owned AM/FM radios/tape players at their worksite except where specifically prohibited by laws or regulations. However, the supervisor may deny this privilege when it interferes with official duties, creates an unsafe working condition, or causes a nuisance to other employees, which are not reconcilable.

Section 11: In accordance with Executive Order 12871 and the Total Army Quality Program, joint committee(s) comprised of Employer and Union representatives and employees will be established at the installation level with the goal of improving working conditions and customer service. Periodic meetings, not less often than quarterly, will be held to discuss issues and implement any agreements reached by these committees; to submit proposals to improve working conditions and customer service, and to discuss other matters which could improve job satisfaction and employee morale.

Section 12: All personnel, management officials and employees, shall treat each other with dignity, courtesy, and respect at all times. Personnel whose conduct breaches this standard may be subject to discipline. Any discipline administered under this provision shall be fair equitable, evenhanded and without prejudice or bias.

Section 13: In accordance with applicable rules/regulations, installation child care facilities shall be provided for children of employees who need such services on a space available basis with those attendant services customarily provided during established hours of operation.

Section 14: IAW applicable rules/regulation,

- a. When monetary performance awards are approved by management, the dollar amounts will be as follows:
 - 1) Exceptional (or equivalent adjectival rating) - \$1000.00
 - 2) Highly Successful (or equivalent) - \$500.00

3) Fully Successful (or equivalent) - \$250.00

b. When Time Off Awards are approved by management, the hour amounts will be as follows:

1) Exceptional or equivalent - 40 hours

2) Highly Successful or equivalent - 20 hours

3) Fully Successful or equivalent - 10 hours

Article 17
Temporary Assignment to a Position

Section 1: Temporary details will be kept to a minimum and the following conditions adhered to:

- a. Verbal temporary details will not exceed 30 days.
- b. Lateral details will be approved by the supervisor for less than 30 days, and by the Commander or his designated representative for periods in excess of 30 days.
- c. Temporary details to positions of comparable grade and rate of pay that exceed 30 days duration will be by Standard Form 52, Official Action, to the Civilian Personnel Office.
- d. No employee shall continually be temporarily detailed for more than 120 days without approval of the appropriate authority.
- e. An employee may fill out a Standard Form 172 for all periods of less than 30 days on temporary details and forward to Civilian Personnel Office for inclusion in the employee's Official Personnel Folder (OPF).
- f. Temporary promotions are not appropriate primarily for training and evaluating an employee in a higher position.
- g. The Employer will not rotate assignments of employees solely to avoid or gain compensation at a higher level.
- h. First consideration for details should be given to employee volunteers who could reasonably be expected to perform the duties and who are from within the branch. Subsequent consideration may be expanded to include all employees volunteers possessing the required skills.
- i. Normally details in excess of 60 days will be rotated if there are two (2) or more qualified employees.
- j. Bona fide efforts will be made to avoid detailing an employee to a position of lower grade than that currently held.

Section 2: Temporary promotions in lieu of temporary details will be made when an employee is eligible and qualified when the detail is made to an established vacant position in the bargaining unit and there are no restrictions imposed by higher headquarters. Such temporary promotions will be effective at the start of the pay period after 10 consecutive workdays after being assigned the higher graded duties.

Section 3: The Employer agrees that when detailing employees to supervisory positions, consideration will be given to the designated employee's relationship with the workforce.

ARTICLE 18

Health

Section 1: The Employer agrees to provide necessary medical support in accordance with applicable regulations for all employees while on work status at Fort Bliss.

Section 2: It is agreed that, in an emergency situation requiring an ambulance, a qualified attendant whenever available will accompany the employee to the hospital.

Section 3: When it is apparent to the Employer that the Employee's physical condition renders that employee incapable of performing the assigned duties satisfactorily, the employee's supervisor or other competent authority will interview the employee to inform him/her that a physical examination is being contemplated. The employee will be given the opportunity to obtain representation. Employees directed to be examined will be examined IAW 5 CFR 339.303 which stipulates the Agency will designate the examining physician. The employee must be offered the opportunity to submit medical documentation from his/her physician. The Agency must review and consider all such documentation supplied by the individual's personal physician/practitioner.

Section 4: a. In the interests of reducing FECA related costs, employees injured on the job will be informed that they may elect to first seek treatment at the Troop Medical Clinic or WBAMC Emergency Room rather than a private health care provider.

b. When employees agree to first seek treatment from installation medical facilities, the Employer agrees that the injured employee will receive evaluation and/or treatment by a qualified medical health provider.

Section 5: Flu shots or other preventive medicine deemed necessary and authorized by Department of the Army will be made available to the employee in accordance with applicable regulations.

Section 6: It is recognized that determinations of the employee's temporary inability to perform assigned duties are the responsibility of the Employer in accordance with the medical findings made under applicable standards. The Employer agrees to make reasonable efforts to detail the employee to duties which he/she is capable of performing in accordance with applicable laws and regulations.

Section 7: Employees scheduled for annual physical exams at Fort Bliss facilities will be informed, prior to the scheduled date, that the exam is purely voluntary or not voluntary, but can be refused in writing. Such refusal should be given in writing by the employee. If the employee elects not to provide such a refusal in writing, the employer will provide the documentation.

- a. Employees agreeing to the examination will be promptly notified of the results if the examination discloses a condition for which the employee should seek medical attention. Employee medical records will be available to the employee for review on an appointment basis.
- b. The results of an employee's physical examination will be held in strict confidence and will not be released to anyone except persons whose official functions require such release other than the employee concerned, without the employee's written consent.
- c. An employee whose examination includes the use of drops to dilate the pupils will be excused from work for the remainder of the day.

ARTICLE 19
Safety and Industrial Hygiene

Section 1: It is agreed that prevention of injury to individuals shall be of prime concern to the Employer and the Union.

Section 2: The Employer will furnish to employees places and conditions of employment that are free from recognized hazards that are causing or are likely to cause death or serious physical harm. The Employer will otherwise exert every effort to provide and maintain a safe and healthful working environment and industrial health protection for employees, in accordance with rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner.

Section 3: The Employer will continue to provide proper emergency medical support (first aid) for all employees while on work status at Fort Bliss.

Section 4: As provided in Army Safety Regulations, the Safety Office shall investigate reported safety hazards and inform responsible parties to initiate corrections when necessary.

Section 5: No employee shall be required to work alone at any worksite where a potential hazard may exist as defined by the Safety Office or applicable regulations.

Section 6: All personnel 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 employees.

Section 7: The Employer agrees to furnish protective clothing and equipment in accordance with Department of the Army Regulations. Employees will be responsible for the safekeeping of individual protective clothing and equipment issued them, and will use such items as required by safety directives.

Section 8: Employees have a right to refuse to perform work which they believe poses danger to their health or safety.

a. In the event that an employee reasonably believes that imminent danger such as a life threatening or limb threatening situation exists and in the event a management representative is not immediately available, the employee may leave his work site. The employee must promptly notify management of the emergency condition.

b. Where a management representative is immediately available, and he/she disagrees with the employee on the imminence of danger posed, the employee may refuse to perform the work involved. If the employee so refuses, the employee must report the problem to the next available level of supervision.

c. Any such refusal will be subject to later management review. If management determines that the employee's belief was unreasonable or in bad faith, management may take appropriate disciplinary action.

d. Employees who become ill because of conditions in their work environment shall be allowed to take sick/annual leave (at their option) pending correction of the problem causing the illness, or until recovered, with the understanding that the leave charged will be restored if it is subsequently determined that working conditions directly contributed to the employee's illness/incapacitation pursuant to FECA guidelines. Employees will not be expected to return to work until correction of those conditions and if an alternative worksite is not available.

ARTICLE 20
Job Descriptions and Classifications

Section 1: All job descriptions prepared by the Employer shall conform to OPM and DA standards.

Section 2: The Fort Bliss classification program will be conducted in accordance with applicable regulations.

Section 3: The Employer agrees to assign employees in accordance with their official position descriptions. The phrase "performs other duties as assigned" or its equivalent when annotated on the position description, means duties which are considered a logical extension of the job description.

Section 4: The Employer will, upon receiving evidence from an employee that said employee is performing relevant duties not covered in the official position description:

- a. determine that the employee is in fact performing the duty,
- b. determine that the duty is in fact a major duty,
- c. change the job description, if appropriate, or withdraw the duties from the employee.
- d. Any employee who wishes that such duties actually performed be documented will fill out an SF 172, which the supervisor shall certify. The SF 172 shall be put in the employee's 201 file.

Section 5: a An employee may request that his/her supervisor review his/her job description for accuracy of content. If the supervisor determines that the job description is not accurate he/she will prepare a draft of the required changes and submit it with a Request for Personnel Action to the

Civilian Personnel Office, or withdraw the major duties not described. If the supervisor believes, after discussion with the employee, that the job description is accurate and the employee does not agree, the employee may grieve the accuracy under Article 28 of this agreement.

b. Any employee in the unit who alleges that his/her position is improperly rated may discuss the matter with his/her supervisor, who will ascertain and explain the basis upon which the job has been evaluated to include an explanation by the Position Classification Specialist, if necessary. If the employee's allegation is not resolved to his/her satisfaction, he/she will be advised of their appeal rights. At such time as a formal written complaint is filed the employee may have representation if desired.

Section 6: Employees have the right to appeal position classification without fear of restraint, prejudice, or reprisal.

Section 7: Any appeal which is sustained by the OPM will be implemented by the Employer.

Section 8: The Employer will accord the same weight to Employee's SF 172, Supplement Qualification Statement (Detailing duties performed in past Civil Service positions) as is given to declarations concerning duties performed in positions outside the Federal service.

Section 9: Future job descriptions will be fully completed including date, signature(s), and supervisor's certification of accuracy before being furnished to the employee.

Section 10: Whenever possible, prior to making changes to a position description of a currently encumbered position, the affected employee must be notified of the contemplated change(s) and offered the opportunity to express an opinion or offer a rebuttal to the next higher official. The employee will be entitled to Union assistance in the presentation of his/her response to the next higher level official.

ARTICLE 21
Performance Requirements and Appraisals

Section 1: An employee's performance of duty shall be evaluated according to applicable objective performance standards. There will be no preestablished requirements to rate on a Bell -like curve, nor will there be any preestablished quotas as to the number or percentage of the various rating levels applicable to the performance appraisal system.

Section 2: An employee's performance of duty shall be evaluated according to applicable objective performance standards; there shall be no "quota" as to the number or percentage of outstandings or excellent ratings within the Activity or Fort Bliss.

a. A "performance standard" for the duties and responsibilities of a position describes the level of achievement required for successful performance in an aspect of the employee's work. It is the supervisor's responsibility to inform each employee, in writing, of performance standard requirements.

b. The employee will be allowed to participate in the development of his/her performance standards with the supervisor. Once the supervisor has initially drafted the performance standards, the employee will be provided three (3) working days in which to provide final input. The absence of a response from the employee will be regarded by the supervisor as concurrence. Prior to the implementation of performance standards, a copy, together with a copy of the job description, will be forwarded to the Union for review. The absence of any comment from the Union after ten (10) working days from the date of the transmittal document will automatically cause the performance standards to be implemented. If the Union submits comments, they may be incorporated into the final performance standards if appropriate.

Section 3: The major elements of the performance standards will be established for the actual work being performed or to be performed as defined in the Major Duties portion of the applicable job description. However, it is understood that in establishing supporting tasks and performance objectives, the supervisor may use other attachments to the job description.

Section 4: Performance standards will be established for the actual work being performed and will be equitably applied and enforced. Reasonable time for an employee to demonstrate successful performance of the position will be no less than 90 days from the date the employee is assigned to the position.

a. Reasonable time for an employee to demonstrate successful performance of the position will be no less than 90 days from the date the employee is assigned to the position.

Section 5: a. Prior to conducting non-performance related counseling sessions which may result in an unfavorable annotation on an employee's SF 7-B card, the employee will be advised of his/her right to have union representation. It is recognized that at performance related counseling sessions there is no entitlement for employees to Union representation.

b. When it is determined that an employee is performing at a sub-standard level, the Employer must take corrective action (s) to try to bring the employee's performance to a satisfactory level.

Such efforts include:

- (1) counseling sessions;
- (2) remedial training;
- (3) more direct supervision;
- (4) where possible, in the case of a non-grade determining element, reassigning the duty to other employees; and
- (5) where possible, assignment to a position the employee can perform satisfactorily.

c. If the corrective action does not result in an employee performing in a satisfactory manner, management will endeavor to first reassign, then if necessary, demote, then if necessary, remove the employee from Federal Civil Service.

d. An employee whose reduction in grade or removal is proposed for unacceptable performance, is entitled to:

(A) 30 days advance written notice of the proposed action which identifies --

(i) specific instances of unacceptable performance by the employee on which the proposed action is based; and

- (B) be represented by an attorney or other representative,
- (C) a reasonable time to answer orally and in writing; and
- (D) a written decision which --

(i) in the case of a reduction in grade or removal under this section, specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based, and,

(ii) unless proposed by the head of the agency, has been concurred with by an employee who is in a higher position than the employee who proposed the action.

(E) The Employer may, extend the notice period for not more than 30 days. The employer may extend the notice period for more than 30 days only in accordance with regulations issued by the Office of Personnel Management.

(1) The decision to retain, reduce in grade, or remove an employee ---

(2) shall be made within 30 days after the date of expiration of the notice period, and,

(3) in the case of a reduction in grade or removal, may be based only on those instances of unacceptable performance by the employee ---

(A) which occurred during the one-year period ending on the date of the notice under subsection (b)(1)(A) of this section in connection with the decision; and

(B) for which the notice and other requirements of this section are complied with.

(F) If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for one year from the date of the advance written notice, any entry or other notation of the unacceptable performance for which the action was proposed under this section shall be removed from any agency record relating to the employee.

(G) Any employee who is a preference eligible or is in the competitive service and who has been reduced in grade or removed under this section is entitled to appeal the action either to the Merit Systems Protection Board or through the negotiated grievance procedures, but not both

Section 6: a. Any rater/supervisor issuing a notice of unacceptable performance must have been the supervisor of the position a sufficient amount of time within which to adequately observe the employee's performance and make an independent determination concerning the

employee's performance. There is no minimum amount of time within which the person proposing the action must have performed in a supervisory capacity; however, if the person proposing the action has not served in a supervisory capacity over the affected individual for at least 90 days, that supervisor must submit evidence to the next level supervisor justifying that he/she has had adequate opportunity to objectively observe the employee's performance.

b. An action initiated by a rater/supervisor warning an employee of his/her unsatisfactory performance may be terminated by a supervisor who replaces the initiating official. The new rater/supervisor will review the documentation assembled and make an independent determination whether or not to continue with the action.

Section 7: Departing supervisors will prepare an interim appraisal for any employee who has been under standards for 120 days or more and is otherwise ratable, giving them an opportunity to discuss the appraisal and to comment in writing, if desired. Any written comments will be made a part of the record for consideration by the final rater. No interim ratings will be issued for employees under standards for less than 120 days.

ARTICLE 22
Training, Development and Upward Mobility

Section 1: The Employer agrees to initiate Training, Development, and Upward Mobility Plans in accordance with applicable laws and regulations.

Section 2: If time in grade requirements of the X118 are met, employees promoted into trainee or upward mobility positions will receive the pay for the higher grade at the start of the next pay period after the date of the supervisor's certification if the employee is confirmed to be performing at the higher/target grade, has completed required training, and meets all qualification and eligibility requirements.

Section 3: Both the Employer and the Union recognize the difficulty of training, development and upward mobility during budget cuts at the time this contract was negotiated. The Union, however, reserves the right to petition the Employer to reopen negotiations for special training, development and upward mobility programs, when they consider conditions to be appropriate. The Employer agrees to reopen negotiations within thirty (30) days of receiving the Union's request.

Section 4: The Employer and the Union agree on the importance of training unit employees who are temporarily or permanently assigned supervisory duties. Towards this end, management will consider the necessity of providing supervisory training to such employees, which normally will occur at the earliest scheduled supervisory course either before assignment or immediately after assignment to supervisory duties.

ARTICLE 23
Worksite Conditions

Section 1: The Employer agrees to have drinking water and toilet facilities reasonably available to all employees.

Section 2: a. The Employer agrees to provide an area designated for break and eating purposes within the work vicinity. Areas designated as break/lunch areas shall be equipped with refrigerators and microwave ovens. Work vicinity will be defined by application of a reasonable standard.

b. Areas designated for breaks and eating purposes will not be used by management for any purpose during periods when needed for use by employees on break or at lunch. All users are responsible for maintaining the cleanliness of the area.

ARTICLE 24
Travel and TDY

Section 1: Travel and TDY shall be in accordance with applicable rules and regulations.

Section 2: Employees required to perform temporary additional duty involving travel will be given as much advance notice as conditions permit.

Section 3: It is agreed that employees performing temporary additional duty (TDY) involving travel will be entitled to draw an advance allowance to the extent permissible under appropriate regulations prior to such travel. In any instance where the necessity for a TDY is learned less than one working day prior to the departure date, the Employer will to the maximum extent possible, coordinate and expedite the payment of the advance allowance.

Section 4: To the maximum extent practicable, travel (which includes normal waiting time, travel interruptions between common carrier terminals, and driving or sharing in the driving of an authorized vehicle) which requires an employee to stay overnight away from his/her official duty station will be scheduled within the regularly scheduled workweek of that employee (i.e., during regular working hours). An employee will not normally be required to embark/disembark a public carrier between midnight and 6:00 AM if there is a more reasonable earlier or later departure or arrival schedule, unless to do so is necessitated by mission requirements. Travel performed by the non-exempt employee on a non-working day during hours corresponding to the employee's regularly scheduled workday will be considered "hours of work," carrying an entitlement to overtime pay. The appropriate place to annotate these "hours of work" is the time card.

Section 5: Rental cars will be authorized employees in TDY status when required for official duty.

Section 6: When an employee is authorized in appropriate temporary duty orders to use his/her own vehicle for TDY trips, he/she will be reimbursed at the maximum authorized rate.

ARTICLE 25
Contractual Work

Section 1: The Commanding General or his designee will inform the Union of any proposed contract which could ultimately result in a RIF of civilian employees of the Unit. The Union will be entitled to participate in all phases of the contracting process as permitted by law, regulation or directive.

Section 2: The restriction against contracting out to avoid personnel ceilings will be strictly observed IAW applicable laws.

Section 3: IAW Public Law 96-107, contracting out will be undertaken only after the following factors, among others, have been assessed and considered:

- a. projected estimate of the most efficient method of performance of the function;
- b. cost effectiveness;
- c. potential economic effect on employees affected and potential economic effect on the local community and Federal government, if more than 50 employees are involved, of contracting for performance of such function.

ARTICLE 26 Merit Promotions

SECTION 1: Promotion is the action taken when an employee is changed from one Classification Act job to another of higher grade, or a job in a different pay method category which constitutes a higher representative rate.

SECTION 2: The Union and the Employer agree that the purpose of the Merit Promotion process is to ensure that employees are given full and fair consideration for advancement and to ensure selection from among the best qualified candidates. It is further agreed that these procedures must be administered in such a way as to develop maximum employee confidence and to achieve the purposes of the plan as simply and efficiently as possible.

a. Normally, SF 52 Requests for Personnel Action (RPA) concerning the filling of authorized full-time permanent bargaining unit positions, will be initiated NLT ten (10) workdays from the date of vacancy. RPAs will not be withheld during a pending RIF for the purpose of avoiding placement of an employee affected by RIF.

b. RPAs concerning the filling of authorized full-time permanent bargaining unit positions will be received by the appropriate budgetary and manpower office normally NLT one (1) week after initiation and will be received in the CPOC normally NLT two (2) weeks after its initiation.

SECTION 3: For permanent positions filled through competitive merit promotion procedures, the following procedures will be used unless an individual job announcement is mandated. After receipt of a recruit/fill RPA from the manager, a CPOC staff member, in conjunction with the manager, will develop a recruitment plan for each vacancy based on job position requirements. Selective placement factors will comply with appropriate statutory and regulatory guidelines. Individual vacancy announcements will not be prepared and distributed, except where mandated by the Department of the Army or the Office of Personnel Management. To be considered for vacancies, employees must submit and maintain an active resume that identifies the jobs for which they are interested at the West CPOC in accordance with West CPOC or Department of the Army procedures. All interested employees within the area of consideration who have submitted a resume will be considered. Referral lists will be generated from applicants with resumes already on file who have skills (skills, knowledges and abilities) and qualifications identified in the recruitment plan. There is

no "opening" or "closing" date associated with any position and referral lists will be issued at any time. Therefore, if an employee does not have a current resume on file he/she may not be considered for the job. A means, such as the current Resumix On-line Applicant Response (ROAR), will be available to employees to ensure that they have a resume on file and to identify the jobs for which they have been considered. A reasonable number of candidates will be referred for selection.

SECTION 4: When the Department of the Army or the Office of Personnel Management mandate an individual job announcement, employees will follow procedures as outlined in the announcement to be considered for the announced position. No candidate may be eliminated from consideration on the basis of additional criteria not specified in the announcement.

SECTION 5: The selecting official will normally have a maximum of ten (10) calendar days from receipt of referral list in which to make a selection unless personal interviews are conducted. Employees to be interviewed shall normally be given up to two (2) workdays upon request in which to arrange their work/leave schedules in order to be available, or to arrange for earlier interviews if rearrangements are not possible.

SECTION 6: Interested candidates may access their ROAR accounts to identify the name of selected candidate. The effective date of promotion will normally be NLT two (2) weeks following clearance from CPOC to proceed with commitment of the job.

SECTION 7: a. Reassignments, within grade and within Fort Bliss, at the request of the employee and with concurrence of the gaining supervisor, will be effected except if the new position has known promotion potential. The effective date of reassignment normally will be within one (1) full pay period after selection.

b. Any vacant position for which a supervisor will accept an interdepartmental/interdivision lateral transfer will be published in the Fort Bliss Bulletin for dissemination to the general workforce, prior to making a selection.

SECTION 8: Placement announcements will be retained per Department of the Army regulatory requirements.

SECTION 9: The Employer agrees to have as a goal that positions will be

encumbered within 60 days of the request being received by the CPOC.

SECTION 10: The contents of the West Region Automated Recruitment and Placement Plan will be brought to the attention of all current employees annually and will form a part of the supervisor's orientation of newly hired employees.

SECTION 11: The Union is to receive a list of recruitment RPAs forwarded to the CPOC to include job description number if it exists.

ARTICLE 27
Disciplinary Actions

Section 1: Actions covered by this article will be taken only for such cause as will promote the efficiency of the service. In addition, discipline will be imposed for just cause only, and will be administered in a fair and equitable manner in accordance with applicable laws and regulations. Disciplinary actions (oral or written) are grievable under this Agreement.

Section 2: a. An employee has a right to Union representation 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.

b. When a determination is made that disciplinary action is necessary, the affected employee will be promptly notified by management of his/her right to representation. In the case of a written reprimand, suspension or removal action, the right to representation will be stated in the letter of proposed disciplinary action. In the case of an oral reprimand, the employee will be verbally notified of his/her right to representation prior to the administration of the reprimand.

c. Prior to conducting any counseling session which results in an unfavorable annotation on an employee's SF 7-B Card, the employee will be advised of his/her right to have representation.

d. If the employee elects to have representation under either a, b, or c, no further discussion of the matter will take place except in the presence of the representative.

e. If the employee elects to have representation, the meeting may be delayed up to two (2) working days in order for the employee to obtain such representation.

f. The employee will designate the representative in writing when formal disciplinary action is proposed.

Section 3: The Employer will furnish the affected employee with an extra copy of the action.

Section 4: a. An employee will, in a disciplinary action and upon request, be furnished a copy of all pertinent written documents or excerpts thereto which contain evidence relied on by the Employer which form the basis for the charges and specifications, or are a part of the file pertinent to the disciplinary action.

b. If the disciplinary action is based on an investigation report, all pertinent written documents or excerpts thereto from the investigation report will be furnished to the employee upon request.

c. The letter of proposal to take adverse action will contain all the allegations against the accused employee. All supporting documentation used will be provided to the Union, if requested. Any documentation not provided to the Union will not be admissible. It is understood that all of the aforementioned admissible documentation will be available, if desired, to the deciding official.

Section 5: When the Employer proposes to formally discipline an employee (issue a written reprimand, suspension, reduction in grade, or removal), the following procedures will apply. An employee against whom an action is proposed is entitled to:

a. At least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action. In cases where the crime provision may be invoked, the minimum reply period will be no less than seven (7) calendar days;

b. A reasonable time, but not less than ten (10) workdays, to answer orally and/or in writing and to furnish documentary evidence in support of the answer;

c. be represented by an attorney or other representative; and

d. a written decision and the specific reasons therefor at the earliest practicable date, but normally not later than 30 days after expiration of the notice period.

Section 6: It is agreed that when a final decision of disciplinary action has been issued to an employee by a deciding official, sustaining in part or in whole the proposed action, and the decision is subsequently reversed based on the merits of the case, documentation pertaining to the offense and the action in the Official Personnel Folder will be destroyed, and adverse annotations pertaining to the offense and the action on the employee record card will be removed.

Section 7: Access to files:

a. Completed adverse action files will be available to employees of the Civilian Personnel Office who, in the judgement of the Civilian Personnel Officer/designee have a bona fide need to know.

b. Other management employees desiring access to completed adverse action files will state in writing to the Civilian Personnel Office the basis of their need for access to the file. The employee will be informed of the request and provided the opportunity to rebut same prior to a decision to permit access. If favorably considered, the Civilian Personnel Officer or his designated representative will furnish approval, in writing, and both the request and approval will be filed in the adverse action file for the life of the file. The employee concerned and his/her designated representative will be exempt from these procedures.

c. Adverse action files will be safeguarded at all times.

Section 8: The employee's representative, if he is an employee of the USAADACENFB, Fort Bliss, will be in a pay status without charge to leave when consulting on the grievance or appeal. The representative and the aggrieved employee will be given a reasonable amount of time to prepare their case on the grievance or appeal.

Section 9: If verbal censure of the employee becomes necessary, such action will not be taken by supervisors and persons in authority in the presence of other personnel except in emergency situations.

Section 10: In the event an unfavorable final decision is issued, the employee shall be advised that he/she has the right to appeal the decision under the negotiated grievance procedure or to the Merit Systems Protection Board (for adverse actions covered under 7512 of CSRA) but not both. The appropriate MSPB address shall be included in the letter.

Section 11: Disciplinary actions, when overturned by an arbitrator, may only be reinstated, in accordance with the arbitrator's instructions.

Section 12: In a grievance involving a letter of reprimand or a suspension of 14 days or less and the charge is for a first time offense, the Employer agrees to hold the final action in abeyance until after the step four decision is rendered.

ARTICLE 28
Grievance Procedures

Section 1: The purpose of this article is to provide a procedure for the prompt and equitable settlement of grievances other than those grievances specifically excluded from coverage by the CSRA or this agreement. Employees who use this procedure may be represented only by the Union or by an individual approved by the Union President. When a non-union representative has been approved by the Union to represent an employee, it is the employee's responsibility to get the Union's approval in writing and to present it to the appropriate management official at step 1, 2, or 3. However, an employee or group of employees may prosecute their grievances under this procedure without representation so long as the final resolution is not inconsistent with this agreement and the Union has been given an opportunity to be present during the grievance proceeding(s). The step 1, 2 or 3 official will be responsible for informing the Union representative that a meeting will be held when the employee has not chosen to be represented by a representative.

Section 2: Since dissatisfactions and disagreements may occasionally arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization, nor will any reprisal be taken for initiating such grievance. Similarly, the occurrence of an occasional grievance shall not be construed as reflecting unfavorably upon the quality of supervision or the general management of the installation.

Section 3: a. Once a grievance has been initiated, both agree that timely processing of the grievance is of prime importance. Therefore,

(1) if management fails to adhere to the time limits expressed in Section 6, the grievant may advance his/her grievance to the next higher step.

(2) if a grievant fails to adhere to the time limits in Section 6, he/she may unilaterally invoke a 5 workday grace period which will be added to the expiration of the applicable time limits, in order for the grievant to pursue his/her grievance.

b. An extension of time limits expressed in this Article not to exceed the (10) work days will be granted upon request of either party provided that a request for such extension is received prior to expiration of the applicable stated time limits. Other extensions of time may be granted by mutual consent of the parties. Exception to this are employees who are incapacitated or are in a TDY status. Upon return to duty, such employees will be allowed the additional days to make up expressed time limit.

Section 4: A grievance must be presented within 20 workdays after the occurrence of the action or matter out of which the grievance arose. If an employee was not aware of an action because of absence due to approved leave or TDY, the employee will have up to 20 workdays within which to file a grievance following return to duty at the installation.

Section 5: a. When the grievance arises out of an action of the installation command group, intervening steps may be waived and the matter may be taken up initially in accordance with the procedures in step 4.

b. Grievances over formal written reprimands, suspensions, or removals will be initiated at Step 4 of the negotiated grievance procedure. Such grievances will be addressed to the Commanding General, USAADACENFB, ATTN: MER Division. The Union may provide an information copy to the Commanding General, USAADACENFB. Grievances over oral reprimands will be initiated at Step 1 of the negotiated grievance procedure.

Section 6: The procedure will operate as follows:

a. Step 1. (1) The grievance will first be taken up orally by the aggrieved party with the immediate supervisor in an attempt to settle the matter. A grievance must be presented within twenty work days after receipt of the notice of the action or occurrence of the incident alleged to be in violation of this agreement. The supervisor shall orally reply to the grievant within five working days after the presentation and a memorandum of the disposition will be prepared and dated. A copy of the memorandum will be given to the grievant. Either party may have a representative of their choosing at step 1 of the grievance procedure. At the same time, both parties agree to the principle of attempting to settle grievances at the lowest level possible, with the minimum number of representatives possible.

(2) If management involves the division chief or equivalent at step 1, the grievance may be elevated to step 3.

b. At the employee's option, if the matter is not settled at step 1, the employee may elect to pursue the grievance at step two at the division level or at step 3 at the directorate level. If the employee elects to bypass step 2 (division level) the employee has five workdays, after receipt of the step 1 decision, within which to submit the grievance at step 3 (director level).

c. Step 2. If the matter is not satisfactorily settled after the initial discussion, the grievant will, within five (5) working days after receipt of the step 1 decision, submit the matter orally or in writing to the division chief/designee stating the nature of the grievance and the corrective action desired. The division chief's designated representative, or the office having the authority to adjust the grievance, will meet with the aggrieved party within three (3) work days after receipt of the grievance in an attempt to resolve the matter. The division chief will issue a written decision within five (5) work days after the meeting.

d. Step 3. If the grievance is not settled at step 1 or at the division level, the aggrieved party may within five (5) workdays after receipt of the decision, submit the grievance, in writing to the director or equivalent. The director, designated representative, or office having the authority to resolve the grievance, will meet with the aggrieved party within five (5) workdays after receipt of the grievance. The director, or designated representative, will issue a written decision within five (5) workdays after the meeting.

e. Step 4. If the grievance is not settled at the directorate level, the aggrieved party may, within five (5) work days after receipt of the decision, forward the grievance to the Commanding General. The Commanding General, or his designated representative, will review the grievance, consult with the parties to the grievance, and take whatever action he deems necessary to resolve the problem. The Commanding General or his representative will give the aggrieved party a written decision within twenty (20) work days after receipt of the grievance.

f. Step 5. If the grievance is not satisfactorily settled at the installation level, only the Employer or the Union may invoke arbitration in accordance with Article 29.

Section 7: Should any grievance arise between the Union and the Employer concerning the interpretation or application of this agreement, representatives of the parties shall make an earnest effort resolve the matter through consultation and discussion. If such efforts fail to produce a mutually satisfactory understanding the grievance may be reduced to writing and submitted to the Commanding General, if initiated by the Union, or the President of Local R14-89, if initiated by the Employer. The Commanding General or designee and the President of Local R14-89 or designee will meet within five (5) working days of date of receipt of the written grievance to discuss the matter. A written decision will be furnished within twenty (20) working days. If the grievance is not settled by this method, either party may invoke arbitration procedures as outlined in Article 29.

Section 8: If an employee resigns, dies, or is separated by any action other than removal before decision is reached on a grievance which is being processed and no compensation issue is involved, action will be stopped and all interested parties will be notified that the case is being closed without decision. A copy of this notification will be made a part of the case record.

Section 9: Excluded from this grievance procedure are all cases which involve:

- a. Complaints or appeals from applicants outside the bargaining unit..
- b. Allegations of mismanagement when no form of personal relief to the employee is appropriate.
- c. Non-selection for promotion from a group of properly ranked and certified candidates.
- d. Non-adoption of a suggestion or disapproval of a performance award, or other kind of honorary or discretionary award.
- e. Allegations of discrimination.
- f. Reemployment or reinstatement eligibility after removal on security or suitability grounds.
- g. Reduction in force actions which result in removal from the Federal Service.

- h. Grievances concerning the following matters which are excluded by Title VII of the CSRA of 1978:
 - (1) Prohibited political activities.
 - (2) Retirement, life insurance, or health insurance.
 - (3) Examination, certification, or appointment.
 - (4) The classification of any position which does not result in the reduction in grade or pay of an employee.
 - (5) A suspension or removal under Section 7532 of Title 5, United States Code (National Security).
- i. Those actions from which relief cannot be granted by the parties to this agreement.
- j. Termination of temporary employees with a definite time limitation or term employees.
- k. Separation of probationers and trial period employees based on post or pre-appointment considerations.
- l. On-going actions for which final action is grievable.

Section 10: Employees participating as witnesses in a grievance will be considered to be in a duty status during such participation. Management, will make every effort to schedule the hearing of such grievance(s) so that participating witnesses may conclude their testimony within their normal duty day. If overtime is required and authorized by the Employer, payment will be IAW applicable rules and regulations.

Section 11: The Employer will, upon request of the employee or designated representative provide information from official records and, where feasible, extracts or copies of such records as may have a bearing on the grievances, subject to any applicable laws and regulations.

Section 12: Appropriate annotation of written communications between the parties, which will serve as evidence of receipt of submission, will be done on copies of such communications by the receiving party.

Section 13: Employees will have the right to be accompanied/represented and advised by a Union steward, Union officer, or any other representative approved by the Union, except when such representation functions would constitute a conflict or apparent conflict of interest with the selected individual's official duties. All arrangements for a representative must be made by the employee presenting the grievance. The Employer will not designate a representative for an employee nor will the Employer require any employee or individual to serve as a representative of another employee.

ARTICLE 29
Arbitration

Section 1: Arbitration may be invoked only by the Employer or the Union to resolve any grievance within the scope of the negotiated grievance procedure in Article 28. Questions as to whether or not a grievance is subject to a negotiated grievance procedure or statutory appeal procedure will be submitted to an arbitrator or other appropriate authority for decision.

Section 2: The parties agree that prior to considering arbitration that every effort shall be made to resolve the arbitratable grievances and will direct their resources toward achieving that goal. If such efforts fail, the grievance may, upon written request of the party desiring arbitration, be referred to an arbitrator. Such written requests must be submitted not later than ten (10) work days after the final decision on the grievance.

Section 3: Within five (5) work days after receipt of the written request for arbitration, the parties may meet for the purpose of selecting an arbitrator. If the parties cannot agree, they will request from the Federal Mediation and Conciliation Service a list of five (5) impartial persons qualified to serve as arbitrators. If the parties cannot mutually select an arbitrator from the list, then the Employer and the Union will alternately strike a name from the list until one (1) remains. The remaining person will be the duly selected arbitrator. A coin toss will determine which party strikes first.

Section 4: Following selection of the arbitrator and indications of his/her availability, the parties may prepare a joint letter submitting the issue or issues to be decided by the arbitrator. The letter shall present in question form the matter upon which the arbitration is sought and shall include the agreement provisions governing the arbitration. In the event the parties cannot agree on the issue or issues to be submitted to the arbitrator, representatives of the Employer and the Union will meet in an attempt to resolve their differences with respect to a statement of the issues. If agreement still cannot be reached, each party will submit in writing a statement of what it believes to be the arbitrable issue to the other party and to the arbitrator.

Section 5: a. The Employer will have the burden of proof by a preponderance of the evidence in disciplinary and/or adverse action cases; and in unacceptable performance cases will have the burden by substantial evidence.

b. All witnesses will be sworn and no witness may be present in the hearing room except while testifying. If the Union has requested arbitration on behalf of an individual employee who filed a grievance, the grievant may be present throughout the hearing even if he/she testifies.

c. Post-hearing briefs may be submitted.

Section 6: If both parties agree that no hearing is necessary, the Employer will so advise the arbitrator. The arbitrator will advise both parties in writing as to what issue or issues he/she expects to decide before he/she requests or accepts evidence, briefs, or other written documents submitted by the parties. Upon receipt of that information each party may submit written evidence, agreements or briefs to the arbitrator. Copies will be promptly sent to the other party.

a. The arbitrator will specify the date by which all evidence and arguments must be submitted to him/her, provided the parties have at least ten (10) work days to submit evidence and arguments after receipt of the tentative issues to be decided by the arbitrator.

b. The parties may submit written briefs after the date that all evidence must be submitted.

Section 7: The authority of the arbitrator will be limited to resolution of the issue or issues jointly submitted or, if not jointly submitted, those issues determined by the arbitrator, but will not extend to the interpretation of agency policies, or regulations, provisions of law or regulations of appropriate authorities outside the agency, even if quoted, cited, or incorporated by reference into this agreement. The arbitrator will make no findings of fact, recommendations or interpretations of this agreement except to the extent necessary to resolve the issue or issues submitted or determined. The arbitrator shall not change, modify, alter, delete, or add to, or disregard the provisions of the agreement.

Section 8: The arbitrator's fee and his/her necessary travel expenses will be borne equally by the parties. Travel and per diem payments will not exceed the maximum rate allowable under the Joint Travel Regulations. The arbitration hearing will, if possible, be held on the Employer's premises during the regular day shift hours of the basic work week. All necessary participants in the hearing or pre-hearing meetings called by the arbitrator, if Federal Government employees, will be in a pay status without charge to leave, except that no overtime will be paid. The requesting party shall be responsible for cost of a transcript.

Section 9: The arbitrator will be requested to render his/her award as quickly as possible, but in no event later than thirty days after the conclusion of the hearing, the period during which the arbitrator will accept evidence, or the filing of post-hearing briefs, whichever occurs later, unless the parties agree to a longer period. In rendering his/her award, the arbitrator will present to both parties a written opinion stating his/her decision and award and underlying reasoning. The opinion will state clearly what issue or issues the arbitrator decided.

ARTICLE 30
Pay Fixing Policy

Section 1: This Article pertains only to the fixing of pay for in-unit General Schedule civilian employees involving in-unit positions. All other actions taken which affect the pay of such employees are governed by expressly prescribed regulations established by the Office of Personnel Management and additional provisions imposed by the Department of the Army. Where such regulations provide for local interpretation and application, the most liberal interpretation/application will be made that will allow the most benefits to the employee except in personnel actions which involve voluntary downgrade or demotions taken for cause under Chapter 75, Adverse Actions, or Chapter 43, Performance Based Actions.

ARTICLE 31
Dues Withholding Privileges

Section 1: Dues withholding privileges will be extended to the local throughout the period of this agreement at no cost to the local.

Section 2: Employees eligible for dues withholding are those members of the Union in good standing who are employed in the bargaining unit and whose net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment.

Section 3: Dues are defined as the regular periodic amount required to maintain a member in good standing within the bargaining unit but shall not include such items as initiation fees, special assessment, back dues, fines and similar items.

Section 4: In application of the allotment arrangements, the Union shall be responsible for:

- a. Purchasing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues."
- b. Distributing copies of Standard Form 1187 to its members.
- c. Educating eligible employees as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required forms.
- d. Educating eligible employees as to the procedure for revoking allotments, emphasizing that a request for dues revocation must be submitted prior to 1 April or 1 October of each year, and that such a revocation will take effect on the first pay period following 1 April or 1 October of each year if the employee has been a dues paying member of the Union for at least 12 months prior to the date revocation is received. Where an employee wishes to revoke his/her dues deductions and has not been a dues paying member for at least 12 months, such a revocation will be effected at the start of the first pay period following the 12th month the employee has been a dues paying member.
- e. Certifying SF 1187's completed by eligible employees as to the amount of dues.
- f. Refunding any unauthorized deductions or excess payments either to the employee or Employer as required.

Section 5: Processing of allotments will be accomplished in the following manner:

- a. The Union will procure and distribute SF 1187's, educate its members in the use of the form, insure that the members' payroll number is entered on the form, and process completed voluntary requests from its members.

b. The Union's President or Treasurer will certify on all SF 1187's the correct amount of regular dues of eligible employees to be deducted each bi-weekly pay period.

c. The Union will deliver completed SF-1187's and other pertinent documents to the CPO for review of eligibility and transmittal to the Finance and Accounting Office.

d. Allotments will take effect at the start of the pay period beginning after receipt of the properly executed SF 1187 in the payroll office.

e. SF 1187's, SF 1188's and other material pertaining to allotments will be date stamped on receipt in the Civilian Personnel Office and in the payroll office.

f. Changes in the amount of regular dues, not more frequently than once every 12 months, may be made upon receipt of a certification from the Union's President or Treasurer and such changes will be effective with the beginning of the pay period after the receipt of the notification in the payroll office.

g. The Union will notify the Finance and Accounting Office in writing within five (5) days when an employee ceases to be a member in good standing. The allotment for such employee will be terminated with the first complete pay period after receipt of the notice in the payroll office.

h. Revocation of allotments submitted at the request of an employee will be effective as set forth in Section 4d. Allotments will be automatically terminated on the effective date when:

(1) employees leave because of transfer or other personnel action (except temporary promotion or detail) or upon separation from the unit,

(2) the labor organization loses exclusive recognition

(3) dues withholding arrangement is suspended or terminated by an appropriate authority outside DOD

(4) employee has been suspended or expelled from the Union.

i. Dues allotments will be withheld from sick leave payments but not from lump sum leave payment or advance workmen's compensation payments.

j. The payroll office will make the remittance for dues withheld bi-weekly. This remittance will be in a single check for the amount of dues properly withheld. The check will be forwarded to and made payable to the Comptroller Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169-4213. It will be accompanied by a "Union Dues Deduction Report" a copy of which will be provided the Local Union containing the following:

(1) Identification of the employee organization

(2) Payroll period

(3) Employer's name or number

(4) Names of the employees and amount deducted

(5) Names of eligible employees from whom no deductions have been made with a notation of the reason (i.e., LWOP, revocation of allotment, separation, transfer, etc.)

(6) Names of employees, on a one time basis, who have a revocation of dues pending.

Section 6: The Union will indemnify, save harmless, or take other steps requested by the Employer to protect the Employer from any and all claims and disputes by reason of its acting hereunder.

Section 7: The Employer agrees to provide the Union with a list of new employees assigned to the unit on a monthly basis. The listing will include the employee's name, title, code, grade, and organization and will be provided to the Union by the 15th of the month following the month hired.

ARTICLE 32
Interpretation of Agreement

Section 1: The Employer agrees to train management personnel in the understanding and spirit of this Agreement, recognizing the benefits to be derived from the constructive observance of its provisions.

Section 2: The Employer agrees to conduct training sessions for all supervisory/management personnel in the interpretation and implementation of this contract. In keeping with the spirit of Union Management cooperation, the Union will be invited to designate two (2) representatives to participate in the initial contract administration classes conducted by the Employer. The format and content of these sessions will be as established by the Employer.

ARTICLE 33
Duration of Agreement

Section 1: Pursuant to 5USC 7114 (c), which provides for agency head review, this basic agreement and any amendments or supplements thereto, shall be effective 31 days from the date of signature by the Commanding General, US Army Air Defense Artillery Center and Fort Bliss, Fort Bliss, Texas and the President, Local R14-89, National Association of Government Employees, for a period of three (3) years. Any amendments or supplements that may be subsequently negotiated will terminate on the same date as the basic agreement to which they will be appended thereto. Either party may give written notice to the other, not more than 105 nor less than 60 days prior to the end of the third year of the agreement, of its intention to amend, modify, or renegotiate the agreement. If neither party serves timely notice, the agreement shall be automatically renewed for additional periods of two (2) years.

Section 2: Amendments and supplements to this agreement may be negotiated at any time after six (6) months from the date of approval by mutual consent of the parties, or when such revisions are required by changes in applicable laws or the regulations of appropriate authorities as per the CSRA.

Section 3: In accordance with the CSRA, changes in laws or regulations of appropriate authorities which invalidate articles or sections of this agreement will not have the effect of nullifying the total agreement. Action to bring the affected portions into compliance will be taken immediately.

ARTICLE 34
General

Section 1: The Employer and the Union agree that special consideration will not be given employees for personal services rendered on off-duty time.

Section 2: Proper equipment and materials for designated jobs will be supplied IAW applicable directives/regulations. Such equipment and materials will be safely utilized and safeguarded by the employee IAW applicable directives/regulations.

Section 3: It is agreed that filing of documents of any kind in an employee's official personnel folder will be done in accordance with applicable rules and regulations.

Section 4: It is agreed by the Employer and the Union that the suggestion program will receive full support of both parties.

Section 5: If an employee reports for work but, in the opinion of normally two (2) supervisors, is not capable of safely or effectively performing his/her duties because of the effects or after effects of intoxicants or drugs, he/she will be placed on an approved leave status, a detailed record will be made of the incident, and appropriate disciplinary action may be initiated. If the employee objects to the supervisory determination concerning his/her alleged condition, the supervisor, with the employee's consent, will make arrangements for a competent medical authority to render an official determination. Failure of the employee to report to the designated medical examiner will be brought to the attention of appropriate authorities for such action as may be appropriate.

Section 6: It is agreed that an employee may authorize any person to review his/her personal official personnel file while the employee is present, or with the employee's personally signed written authorization during the employee's absence. The written authorization will be filed in the employee's Official Personnel Folder, and will be withdrawn after one (1) year or sooner at the employee's request. The review of the official personnel file must be in the presence of a representative of the agency having custody of the file. When possible, the representative of the agency should be from the Civilian Personnel Office.

Section 7: The parties recognize that alcoholism, the use of illegal drugs, and other non-job factors can impair work performance, attendance, conduct, reliability, productivity, and the safety of the workforce. The Employer and the Union affirm their support of the Army's Employee Assistance Program. The Employer agrees to offer and provide counselling to all employees who personally, or through a Union representative, disclose a desire/need to enter or obtain the services of the Employee Assistance Program.

Section 8: It is agreed that prior to filing a ULP charge with the FLRA, the party filing the charge may meet with the other party to discuss and attempt to resolve the charge. Accordingly, both parties will make every effort to resolve such complaints/ dissatisfactions if such meeting(s) are held.

Section 9: Any employee has the right and shall be permitted to withdraw his/her resignation/retirement up to and including the close of business on the employee's last workday provided that such withdrawal is in writing and received by the Recruitment and Placement Division, Directorate of Civilian Personnel and the employee's position has not been officially committed or filled by another individual.

Section 10: It is agreed that civilian pay days shall be the second Thursday following the close of the pay period. Pay periods may be changed when mutually agreeable.

Section 11: When the Employer conducts the New Employee Orientation for newly hired employees, the Union will be given the opportunity to participate by being assigned a ten minute block of instruction in conjunction with the LMER Division's presentation.

ARTICLE 35
Publication of the Agreement

Section 1: The Employer agrees to distribute a copy of this agreement and any amendments or supplements thereto, to each employee in the unit. The Employer further agrees to furnish a copy to new employees in the unit when they receive their orientation talk. Each copy of the agreement will be reasonably attractive and typed in a format mutually agreed upon by the Union and the Employer.

ARTICLE 36
Equal Employment Opportunity

Section 1: The Employer and the Union will cooperate in providing equal opportunity for all qualified persons by prohibiting discrimination because of age, sex, race, creed, color, national origin, marital status, or handicapping condition.

Section 2: Through action and participation in the Equal Employment Opportunity Advisory Council and other committees which may be established by the Employer, the Employer and the Union will be kept advised of EEO progress, accomplishments, program objectives/problems, and recommended solutions. The Union will have the right to have a representative on all committees/councils established by the EEO Program/EEEO. The Employer will make the selection of, and officially designate all EEO Counselors. Selections will be made from slates of nominees including Union nominees who may be referred for selection by the Employer. The Employer will attempt to assure that at least some counselor positions are filled by Union nominees. A Union nominee's previously appointed or elected Union position will not be a factor in the selection process of any individual to a counselor position.

Section 3: While the complainant is entitled to representation during all phases of a complaint, the representative will not be a participant during the informal inquiry of the Counselor or the formal investigation process except where the complainant would be participating.

Section 4: If the complaint has not been satisfactorily resolved, at the final interview during the informal inquiry, the EEO Counselor will provide a written summary of the record of investigation to the complainant. The summary will describe

the attempts at resolution and recommendations.

Section 5: a. Appropriate disciplinary and/or other administrative action may be taken against those individuals who are adjudged guilty of practicing discrimination. The findings of the Counselor, USACARA or EEOC will be considered in determining the action to be taken.

b. In cases involving bargaining unit employees in which there are findings of discrimination, action(s) taken against the discriminating official (s) will be made available to the Union in accordance with 5 USC 7114, when the Union articulates a request pursuant to the Statute.

Section 6: Any and all decisions/recommendations supporting/favoring a complainant, if not appealed by the Employer, will be implemented IAW applicable rules/regulations.

ARTICLE 37
Time Cards and Employee Record Cards

Section 1: a. Only the immediate supervisor or his/her designee will be authorized to certify a bargaining unit employee's time card; he/she will take full responsibility for accuracy.

b. Prior to submission to Finance and Accounting civilian pay section, time cards reflecting use of leave shall be authenticated by employee initials next to each day of leave annotated, unless the employee is absent when time cards are submitted to the finance office.

Section 2: Both parties agree that employee record cards, if maintained, contain information of a personal nature. Therefore, if in the judgement of the Employer, establishing and maintaining employee record cards are necessary to the mission, the first line supervisor will maintain the cards, treat them confidentially and secure them in a locked desk or in a secure office. Additionally, to preserve to the extent possible, the employee's privacy, information contained in the employee card will only be released to the employee, person (s) authorized by the employee, or management official (s) in the performance of their official duties who have a need to know.

Section 3: a. The employee will be apprised of any annotations or remarks, favorable or unfavorable, entered on, or removed from, his/her card prior to such entry or removal.

b. Private notes, memoranda, or other written material being maintained by a supervisor or an employee shall be made available to the employee concerned upon request.

Section 4: Prior to conducting any counselling session which results in an unfavorable annotation on an employee's SF-7B, the employee will be advised of his/her right to have representation.

Section 5: Investigatory interviews or discussions, even though attended by a representative of the employee's choice, will not be annotated on the SF-7B Card if no misconduct by the employee is alleged, prior to, or during the interview.

Section 6: a. Performance related entries on the employee record card will be annotated in pencil and may remain on the card until the annual performance rating is rendered.

b. Informal disciplinary related entries will be annotated in pencil and will be removed from the employee record card 90 days after initial entry unless similar violations recur during the 90 day period, or more severe action is initiated prior to the 90th day.

Section 7: When an employee is transferred, any comment(s) which could be construed as critical will be removed from the employee record card.

Section 8: Deviations from the provisions of this article, or any other appropriate regulation concerning entries on the SF 7B Card, will be remedied by removal of the improper annotation. An improper annotation which is removed does not preclude the annotation subsequently being properly re-entered onto the card.

APPROVED

This agreement is approved on this 22nd day of February 1996.

US Army Air Defense
Artillery Center and
Fort Bliss, Fort Bliss
Texas

National Association
of Government
Employees, Local R14-89

John Costello
Major General, U.S. Army
Commanding

Sybille Kepp
President, NAGE,
Local R14-89

In witness, whereof, the parties hereto have executed this agreement this 22nd day of February 1996.

NEGOTIATION COMMITTEES

For Management:

For the Union:

Eloiso De Avila, Jr.
Chief Negotiator

Amparo G. Huerta
Chief Negotiator

Dan Pace

Sybille Kepp

Rodney D. Erickson

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APPENDIX A

GLOSSARY

1. Consultation/Discussion - Consultation or discussion as used in this Agreement is agreed and understood to mean bona fide consideration of the views and opinions of one party by the other party prior to a final decision being made on a matter or issue being consulted upon. Consultation may be oral. It is agreed that such process need not necessarily result in mutual agreement on the issue(s) or matter(s) being consulted upon.

A-1

APPENDIX B

OFFICIAL TIME REPORT

NAME: _____ UNION POSITION _____

Supervisor Contacted: _____

APPROVED UNION ACTIVITY

- _____ Investigate Grievance
- _____ Prepare Grievance
- _____ Present Grievance
- _____ Represent in Grievance
- _____ Represent in Disciplinary Action
- _____ Represent in Arbitration
- _____ Witness in Arbitration, Grievance Hearing,
EEO Hearing or Other Representative Hearing
- _____ Prepare Responses to Management
- _____ Meet and Confer
- _____ Other

Time Left: _____

Time In: _____

Date: _____

Union
Signature _____

Supervisor
Signature _____

B-1

DEPARTMENT OF THE ARMY
EXAMINEE IS NOT AN OFFICIAL MEMBER OF THE U.S.
ARMY RESERVE
REQUIRE FOR SERVICE

BT
#0000

MEMORANDUM OF AGREEMENT
BETWEEN
FORT BLISS, TEXAS
AND
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
LOCAL R14-89

SUBJECT: Negotiations of Collective Bargaining Agreement, Article 26, Merit Promotions

1. Agreement was reached between the U.S. Army Air Defense Artillery Center and Fort Bliss, Fort Bliss, Texas and the National Association of Government Employees, Local R14-89 (NAGE) regarding Article 26, Merit Promotions, of the Collective Bargaining Agreement (CBA).
2. The purpose of the agreement is to bring the Merit Promotion process for Fort Bliss, Texas in line with West Civilian Personnel Operations Center (CPOC) policies, procedures and regulations.
3. Negotiations were held between Mr. Robert Fierro, Chief, Civilian Personnel Advisory Center and Mr. Frank Schoch, President, NAGE, Local R14-89. Attached is the agreed upon Article 26, Merit Promotions, that will replace the current Article 26 in the CBA.
4. This agreement between Fort Bliss and the National Association of Government Employees, Local R14-89 becomes effective July 1, 2002.

ROBERT G. FIERRO
Chief
Civilian Personnel Advisory Center

FRANK SCHOCH
President
National Association of
Government Employees
Local R14-
89