

Negotiated Agreement
Between
Headquarters United States Army Joint Munitions Command
&
American Federation of Government Employees Local 15

Effective: 11 JANUARY 2016

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 15

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17 October 2000

Dear Co-worker and Bargaining Unit Employee:

The American Federation of Government Employees (AFGE), Local 15 has been an active; viable labor organization at Rock Island Arsenal for several years and has been the exclusive representative organization for HQ, JMC and its predecessors General Schedule employees and Interns since March 1978. Local 15, through its officers and stewards, your co-workers, has strived to enhance the quality of your work life through effective representation and aggressive collective bargaining. The Union's successes are your successes.

The Union urges you to thoroughly review the attached new collective bargaining agreement and familiarize yourself with your contractual rights and privileges. If, in the future, you find a need for Union representation, please contact us (extension 23654) or visit the Union Office on the 4th floor of Bldg. 350, Room 467 or contact a Union representative in your work area. The Union is here to assist you; use its knowledge and expertise.

Additional special benefits and services (aside from representation for all employees) are available to dues paying Union members. You are invited to visit the Union office for information about these additional benefits and services. Union membership assures you of a voice in your own future. Membership enrollment is simple; join your Union today!

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PREAMBLE

Pursuant to the policy set forth in 5 USC Chapter 71, Federal Labor-Management Relations Act, and all future amendments, the following Articles, together with any and all supplemental Agreements and/or amendments which may be mutually agreed upon at later dates, constitute an Agreement by and between Headquarters, United States Army Joint Munitions Command, Rock Island Arsenal, Rock Island, Illinois, hereinafter referred to as the Employer, and Local 15, *American Federation of Government Employees*, hereinafter referred to as the Union, and collectively known as the Parties, for the employees in the unit described herein.

This Agreement is entered into pursuant to the Certificate of Representative dated 13 March 1978, Case Number 50-11059(RO), which certified the National Federation of Federal Employees (NFFE), Local 15, as the exclusive representative of all General Schedule (GS) employees, including temporary employees with appointments of more than 180 days, employed at Headquarters, United States Army Armament Command, Rock Island, Illinois, amended by 3 FLRA 47 Case Number 5-CU-12 which added U.S. Army Career Interns to the bargaining unit on 20 March 1981, and further amended by the Amendment of Certificate dated 12 January 1985, which, as a result of a reorganization, changed the name of the activity to United States Army Armament, Munitions and Chemical Command, Rock Island, Illinois, Case Number 5-AC-50001, and Case Number 5 CH-AC 20025, (Montrose) which changed the name of the Union to American Federation of Government Employees and the name of the organization to the Operations Support Command and Case Number CH-AC-50065, which changed the name of the organization to the United States Army Industrial Operations Command and Case No. CH-RP-06-0014, which consolidated the professional and non-professional employees and changed the name of the organization to Headquarters, Army Field Support Command and Headquarters, Joint Munitions Command. The Department of Army initiated a reorganization which established Joint Munitions Command as a Major Subordinate Command and a petition was filed to establish JMC as a separate unit. The certification of representation was confirmed on June 10, 2009 in 63 FLRA No. 24 Case No. CH-RP-07-0002.

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 wellbeing of employees and efficient administration of the Government are benefited by the Employer 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 maintenance of a constructive and cooperative relationship between the Union and the Employer, now, therefore, the Parties hereto, intending to be bound hereby, agree as follows:

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ARTICLE I: RECOGNITION AND UNIT DESIGNATION

Section 1.1 Recognition

The Employer recognizes that the Union is the exclusive representative of all employees in the unit described in Section 2, below.

Section 1.2 Unit Description

Included: The unit to which this Agreement is applicable is composed of all professional and nonprofessional employees of Headquarters, Joint Munitions Command (JMC), including temporary employees with appointments of 180 days or more, and third year nonprofessional advance interns duty located at Rock Island, Illinois.

Excluded: All management officials, supervisors, Wage Grade employees, employees with appointments of less than 180 days and employees described by 5 USC 7112 (b)(2),(3),(4),(6),and (7).

ARTICLE 2: DEFINITIONS

Amendment: Modification of the basic Agreement, to add, delete, or change portions, sections or articles of the Agreement.

Authority: The Federal Labor Relations Authority established by 5 USC Chapter 71, Federal Labor-Management Relations Act.

Collective Bargaining: The performance of mutual obligation of the Employer and the Union to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either Party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either Party to agree to a proposal or to make a concession.

Conditions of Employment: Personnel policies; practices and matters, whether established by rule, regulation or otherwise, affecting working conditions, except that such term does not include policies, practices and matters a. relating to political activities prohibited under sub-chapter III of Chapter 73 of 5 USC; b. relating to the classification of any position; or c. to the extent that such matters are specifically provided for by Federal Statute.

Discussion: Discussion as used in this Agreement is communication and exchange of views with the intent of reaching a mutual understanding. It may occur at the request of either Party to relate to existing or proposed changes to personnel policies and working conditions affecting employees in the bargaining unit. It may be considered a part of the initial step used by either Party to resolve a problem concerning the working environment; resolve employee(s) dissatisfaction, including grievances, appeals and Unfair Labor Practices; or administration of this Agreement. It shall be conducted in an atmosphere that will foster mutual respect.

Grievance: A request for adjustment relative to a matter of concern or dissatisfaction between the Parties as identified in the Grievance Procedures. Such matters include, but are not limited to, personnel policies, working conditions and environment, relationships with Agency supervisors and officials, disciplinary actions, and application and interpretation of this Agreement.

Impasse: The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

Negotiability Dispute: A disagreement between the Parties as to the negotiability of an item. Negotiability disputes shall be resolved in accordance with Section 7117, 5 USC Chapter 71, Federal Labor-Management Relations Act.

Negotiation. Bargaining by representatives of the Employer and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices as appropriate under 5 USC Chapter 71, Federal Labor-Management Relations Act, with the view of arriving at a formal agreement.

Supplements: New articles added to the Negotiated Agreement during the term of the Agreement.

Union Official and/or Union Representative: Any accredited national representative of the Union, and any duly elected or appointed officials of the Local, including stewards.

ARTICLE 3: PROVISIONS OF LAW AND REGULATIONS

Section 3.1 Applicability

In the administration of all matters covered by this Agreement, officials of the Employer and employees of the Union's bargaining unit are governed by existing or future Federal laws and Federal regulations of appropriate authorities, including policies set forth in Presidential Orders; by local published policies and regulations in existence at the time the Agreement was approved unless this Agreement specifically changes a part or all of those local policies and regulations; and by published Agency policies and regulations in existence at the time this Agreement was approved; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities.

Section 3.2 Case Law

The Parties will consider relevant case law and decisions made by the Federal Courts, the Federal Labor Relations Authority, the Federal Services Impasses Panel, the Office of Special Counsel, Office of Personnel Management, the U.S. Comptroller General, and arbitrators.

ARTICLE 4: RIGHTS OF THE EMPLOYER

Section 4.1 Employer Rights

In accordance with law, the employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the Agency. In accordance with applicable laws, the employer also retains the right:

- 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 actions 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 promotion, or
 2. Any other appropriate source.
- d. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 4.2 Permissive Bargaining

Nothing in this article shall preclude the Employer and the Union from negotiating:

- a. At the election of the employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
- b. Procedures which management officials of the Employer will observe in exercising any authority under this Article.
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

ARTICLE 5: RIGHTS OF EMPLOYEES

Section 5.1 Employee Right to Join the Union

Each employee shall have the right to form, join, or assist the Union, 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. Except as otherwise provided by 5 USC Chapter 71, Federal Labor Management Relations Act, this includes the right:

- a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer 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 their representatives.

Section 5.2 Employee Election to Join the Union

Nothing in the Agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 5.3 Employee Right to Initiate and Pursue a Grievance

- a. Any employee in the bargaining unit has the right to bring employment related matters, of personal concern to the employee, to the attention of appropriate management officials in accordance with the provisions of this Agreement, and the law.
- b. Any employee in the unit has the right to initiate and present grievances under the provision of Article 11 of this Agreement, and to be represented by the Union during and through the course of the negotiated grievance procedure.
- c. Employees in the unit shall be protected in the exercise of this right, freely and without fear of penalty or reprisal.
- d. An employee has the right to be represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or appeal action, except those filed under the negotiated grievance procedure.

Section 5.4. Employee Right to be Represented

The employee has the right to be represented by the Union during any examination by a representative of the employer in connection with an investigation, if:

- a. The employee reasonably believes that the examination may result 111 disciplinary action against the employee; and
- b. The employee requests representation.

c. The employer shall annually inform employees in writing of their above stated rights.

d. An employee called into a criminal investigation shall be afforded their rights in accordance with law (i.e., the right to a representative if appropriate).

Section 5.5. Employee Private Life

a. The employer affirms the right of an employee to conduct his/her own private life as he or she deems fit. Employees shall not engage in activities which adversely affect their job performance or conflict with Department of Army Joint Ethics Regulation as it pertains to bargaining unit employees.

b. Employee participation in fund raising campaigns, and similar activities shall be on a strictly voluntary basis. The Parties agree that no overt or covert pressures shall be brought to bear upon employees regarding their contribution or participation.

Section 5.6. Non-discrimination

Employees will not be discriminated against by the employer or the Union because of race, color, religion, sex, national origin, age, marital status, physical/mental handicap, lawful political affiliation, membership or non-membership in the Union.

Section 5.7 Counseling Session

Counseling and warning sessions involving unit employees will be conducted in a professional manner and in private so as to minimize embarrassment to employees.

Section 5.8 Copy of Personnel Record

The employee has a right to be provided a copy of any personal official record maintained by the Employer upon request of the employee, at no cost to the employee, unless reproduction cost and services exceed \$30.00.

ARTICLE 6: UNION RIGHTS

Section 6.1 Exclusive Representation

The Union is the exclusive representative of the employees in the unit and is entitled to act for and negotiate collective bargaining Agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit.

Section 6.2 5 U.S.C. Sec 7114(a)(2)(A)

The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the employer, and one or more employees in the unit, or their representatives concerning any negotiated grievance or any personnel policy, practices, working conditions or other general condition of employment.

Section 6.3. Negotiated Rights: As detailed in other Articles and Sections of the Agreement the Union has the right:

- a. To present its views to the Employer, either orally or in writing, on any matter of concern about conditions of Employment;
- b. To dispute the interpretation or application of the agreement, law, rule or regulation;
- c. To fulfill its obligations to represent employees to the fullest extent permitted by law.

Section 6.4 Union Right to Data

The Union has the right in accordance with Title 5 U.S. C. 7114(b)(4) to data:

- a. Which is normally maintained by the Agency in the regular course of business;
- b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiations of subjects within the scope of collective bargaining; and
- c. Which does not constitute guidance, advice, counsel or training provided for management officials or supervisors to collective bargaining.

ARTICLE 7: UNION REPRESENTATION

Section 7.1 General

The conduct of representational business, as set forth in the Agreement, shall normally be conducted during duty hours. Every reasonable effort will be made by management to schedule meetings required by this Agreement within the normal duty hours of the employees and Union representatives involved. There shall only be one representative authorized 100% time. That representative shall be the "senior Union representative" for the purposes of identifying time in this agreement.

Section 7.2 Representational Duties

Representational business shall be defined as, including but not limited to, the matters listed below:

- a. Formal discussions between one or more representatives of the employer and one or more employees in the unit or their representatives, concerning any grievance or any personnel policy or practice or other general condition of employment.
- b. Meetings called by management to advise the Union of changes in personnel policies, practices, working conditions, or other matters.
- c. Representing employees in grievances, administrative and statutory procedures, including but not limited to, investigations of witnesses, appearances at hearings, etc. An employee is not entitled to a representative during a counseling session. However, the supervisor, at their discretion, may allow the employee to bring a representative to the counseling session.
- d. Meetings requested by the Union to discuss representational matters.
- e. Negotiations, in accordance with Article 9 and contract renewal (not included for deducting representational time).
- f. Time spent in Labor Management Forum / Partnership (or any other name(s) used to identify such activities in the future) Activities.

Section 7.3 Excluded Activities from Official Time

Activities excluded from use of official time include, but are not limited to:

- a. Election of officers, including all related activities, e.g., campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, etc.
- b. Preparation of any internal news bulletin or newspaper, or literature soliciting membership.
- c. Soliciting signatures on dues withholding authorization forms for collection of Union dues
- d. Performance of administrative functions related to benefits offered by the Union.

- e. All activities related to organizing non-unit employees.
- f. Monthly Union meetings and/or Union Executive Board meetings:

Section 7.4. Requesting and Documenting Official Time.

a. When an employee will be acting as a Union official during duty time, the employee will, at a minimum, send an email with as much notice as possible, to his/her supervisor notifying when he/she are leaving the work site. The employee will also send an email to the supervisor when he/she returns to the worksite. The employee and supervisor may develop additional methods of communication to facilitate approval. The employee will consider the mission requirements when determining when to leave the worksite to minimize mission impact during the anticipated absence. However, if mission requirements dictate, the supervisor may require the employee or representative to return to the office. In the event there is a mission requirement, the supervisor will defer the use of official time. Normally, deferrals will be no longer than immediate mission requirements. Any conflict on deferral or the use of time/approval will be addressed by the senior Union representative and G1 representative. If mutual agreement is not reached to resolve when time may be used, the Union may file a grievance to address.

b. When an employee is seeking Union assistance during duty time, the employee will, at a minimum, send an email with as much notice as possible, to his/her supervisor notifying when he/she are leaving the work site. The employee will also send an email to the supervisor when he/she returns to the worksite. The employee will consider the mission requirements when determining when to leave the worksite to minimize mission impact during the anticipated absence.

c. Using the employer's timekeeping system, each representative and employee will annotate their use of time using the designated special project code for Union activities or additional codes that are necessary to track official time authorized under this Agreement.

d. If a Union representative is called into a formal meeting by the employer, or a Union representative is in a formal grievance meeting/hearing, and said meeting/hearing extends beyond the end of the Union representative's official duty time, the Union representative will not be on official tour of duty, or be given compensatory time. The meeting may continue, by mutual consent of the Parties, or be rescheduled.

e. If a Union representative, representing bargaining unit employees, is summoned to appear in an administrative hearing (i.e., FLRA or FSIP), the representative will be granted official time for that purpose. This applies to local hearings only.

Section 7.5. Official Time

a. The Union agrees that their representatives recognize their responsibility to use official time efficiently and shall conduct representational business with as much dispatch as possible. Visits to the Union office will be for the purpose of conducting bargaining unit business. For the purposes of this Agreement, reasonable amount(s) of official time shall be defined in the following manner:

1. The bargaining unit Officer designated by the Union as the senior officer in the bargaining unit, shall be granted 100% official time for the conduct of bargaining unit representational business as defined within this agreement. There shall only be one representative authorized 100% time. That representative shall be the "senior Union representative" for the purposes of identifying time in this agreement. The 100% official time granted to the designated Union official is for bargaining unit representational business conducted only at the Employer's worksite on Rock Island Arsenal, except for those instances where prior approval is received for attendance at Union Sponsored Training and Conferences in accordance with paragraph 3 (below) of this Article.

2. A block of time, not to exceed 1300 hours per calendar year, shall be allotted to the Union for the conduct of all other bargaining unit representational business conducted by other officers and stewards of the Union, including meetings called by management. Time spent in mid-term negotiations, Labor Forum meetings shall not be counted toward this block of time, but must be recorded in the timekeeping system. The Union shall be responsible for managing the block of hours and ensure the time spent performing representational duties is recorded accurately in the timekeeping system each pay period. If the time is exhausted before the annual date, no further official time will be utilized without the parties reaching prior mutual agreement.

3. **Union Sponsored Training and Conferences.** The Union will be granted up to 300 hours in a calendar year when the parties agree the training or conferences agenda items is of mutual concern to the Parties. This includes time approved as mutually beneficial to attend specific events sponsored by the AFGE during Legislative Week. Any time requested by the Union to travel to training, which will occur during duty hours, will be subtracted from the 300 hour bank. The Employer will not pay for the Union's travel expenses and/or per diem. A minimum of 30 days prior to any scheduled training, the Union shall submit a request to the designated JMC G1 representative, setting forth the employees who will attend the training, the purpose of the training, and providing an agenda to the employer. The G1 representative will then approve or disapprove the request for training and notify supervisors. A Union representative, who attends Union sponsored training, may request Continuous Learning Points (CLPs). In order to approve CLPs, the training must enhance the employee's job duties and/or leadership. When requesting CLPs, the representative will provide the JMC G1 designated representative the number of hours of instruction, specify how the training enhances their job duties and/or leadership at the same time the CLP is requested. CLPs approved under this provision will be limited to 20 points per year.

4. The Union will be granted up to 500 hours per calendar year for the purpose of representing employees in Arbitration cases. In a year where there are no arbitration cases, these hours will not be utilized. Official time under this provision is only available after the Union has invoked arbitration and will be used to prepare witnesses, attend the hearing, prepare the post hearing brief, and address any appeals that may be filed regarding the arbitrator's decision. The Union representative(s) will utilize the appropriate timekeeping code for arbitration to record their time utilized for this purpose.

5. If mission requirements dictate, the use of official time may be deferred. Normally, deferrals will be no longer than immediate mission requirements. In the event a steward's representational issues become disproportionate, discussions will be initiated by the senior Union representative or the designated JMC G1 representative to attempt to resolve the issue. If mutual agreement is not reached to resolve the amount of representational duties being performed either party may file a Union/Management Dispute.

6. The Union Office may be staffed by the senior Union representative. In the event the senior Union representative is absent for an entire day, the Union may staff the office with one other designated representative. That representative will have the authority to utilize 100% time and will not have their time recorded against the block of 1300 hours. The Union will identify the alternative representative to the JMC G1 representative and their supervisor as soon as possible.

7. Leave of Absence to Perform National Duties. A bargaining unit employee who is selected to serve in the capacity of a Union officer representing the interest of Federal employees that would require an absence from the job, may be granted leave without pay by the Employer for a period of up to one year.

8. The Union will identify its chief negotiator if other than the senior Union representative.

Section 7.6. Access to the Installation and Buildings

a. In accordance with (IA W) installation and building security policies, designated representatives of the Union who are visiting on a temporary basis may be admitted to the bargaining unit, normally upon three days advance written notice to the designated JMC G1 representative, for the following purposes:

- i. To attend meetings with officials of the Employer;
- ii. To participate in, or attend, contract negotiations;
- iii. To represent employees at arbitration hearings.
- iv. To attend meetings with the officers of the Union;
- v. To distribute literature or to solicit membership on the premises in non-work areas and during the non-work time of the employees involved.

vi. To perform any other function or activity specifically authorized by the terms and conditions of this agreement.

b. In accordance with installation and building security policies, the Employer agrees to provide a badge to representatives working for the Union who normally have daily or weekly business with the Union. This provision is normally applicable to the Union secretary and/or attorney hired by Union.

c. Permission to visit the installation and/or building will be withdrawn if the conduct of any representative is prejudicial to good order or discipline of the installation.

Section 7.7. Union Membership Drives Upon written request and subject to normal security limitations, the Union will be granted authority to conduct two (2) membership drives of up to thirty (30) days duration each year, before and after duty hours. The Union officials, Union members, and employees of the bargaining unit shall not engage in membership drives and related solicitation activities in work areas on official duty time. Internal Union business, such as desk drops, lunch and learn flyers, shall take place before or after duty hours, and/or on weekends.

Section 7.8. Union-Management Meetings

The following policies and procedures shall apply to meetings between the Parties:

a. General. The parties recognize that the JMC G1 designated representative is the normal channel through which inquiries shall be made, or through which appointments will be made for any matter which cannot be resolved through normal supervisor/grievance channels. In addition, the Employer agrees that meetings shall be held as the need arises and/or subject to the request of either Party between the representatives of the Union and the employer to discuss personnel policies and practices and other matters affecting working conditions of employees in the bargaining unit. This time shall be recorded in the timekeeping system as part of the 1300 bank of hours (unless exclusions apply) if attended by other representative than the senior Union representative.

b. Time of Meetings. Barring unusual or otherwise uncontrollable circumstances, meetings will be conducted during regular working hours.

ARTICLE 8: INFORMATION TO THE UNION

Section 8.1. Automation Tools

The Parties agree that automation tools which are available to both parties may be used in lieu of hard copy correspondence where appropriate.

Section 8.2. Employee List

Upon a written request from the Union, the Employer will provide the following on an annual basis in an electronic spreadsheet if available:

- a. An alphabetical list of Bargaining Unit employees to include name, position title, series and grade, organizational assignment, and service computation date (leave). The Employer will provide the Union an additional copy, upon request.
- b. Listing of employment summary statistics to include: numbers of minority, handicapped, Veteran Readjustment Act and disabled veterans.
- c. A copy of the HQ, JMC Affirmative Action Plan. Any subsequent additions, corrections, or updates will also be furnished to the Union.
- d. A report of disciplinary actions in the bargaining unit consisting of a) violations, b) penalty proposed, and c) adjudication. When, in unique situations, the report is essential to the processing of a grievance, the Employer will provide an updated copy upon written request from the Union.

Section 8.3. Union's Information Request

Requests for information may be returned to the Union for clarification. Release of information will be governed by Freedom of Information Act, Privacy Act and/or Federal Labor Relations Statute and case law. All disputes regarding denial of information may be processed through the grievance procedure or other appropriate channels.

Section 8.4. Information Furnished to the Union

The Employer will furnish the Union fifty (50) copies of the Negotiated Agreement, upon publication, and additional copies, if required during the contract period.

ARTICLE 9: MATTERS APPROPRIATE FOR NEGOTIATION

Section 9.1 Employer to give due regard to Union suggestions

In exercising the right to make rules and regulations related to personnel policy, procedure and practices, and/or matters involving working conditions, the employer shall give due regard to the suggestions of the Union and abide by the obligations imposed by this Agreement, and 5 USC Chapter 71, Federal Labor-Management Relations Act.

Section 9.2 Matters Appropriate for Negotiations

Matters appropriate for negotiation between the Parties are issues related to personnel policies and practices and other matters relating to or affecting working conditions of employees within the unit. The employer agrees to negotiate with the Union prior to implementation of any proposed newly formulated, or change to, established personnel policies and practices or other matters involving working conditions of employee(s) within the unit, during the term of this Agreement as required by law.

Section 9.3 No Side Agreements

No side Agreements between the Union and individual supervisors, or the Employer and individual stewards shall be made which either expand or limit the provisions of this negotiated Agreement.

ARTICLE 10: PROCEDURES FOR NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

Section 10.1 Introduction

This article establishes procedures for negotiations on matters in accordance with Article 9.

Section 10.2. Written Communications

a. The Employer's representative will provide the Union with advance written notice, of not less than ten (10) workdays, of any new regulations, or changes to established regulations, supplements, circulars, pamphlets etc., to the Senior Union representative. If a document is available with the proposed changes, a copy will be provided to the Union. The Union will confirm receipt of the proposed changes/document either in writing or electronically.

b. The Union will review the proposal and respond to the employer in one of the following ways:

i. If the Union wishes additional information or an explanation of the proposed document, the Union will make a written request to the management representative proposing the change within 5 workdays. If, after discussion with the management representative or receipt of information, the proposal is not acceptable, the Union may submit a written request for negotiations to the management chief negotiator within ten (10) workdays after the discussion. Proposals will be submitted at the same time as the request to negotiate.

ii. If the Union does not wish additional information or an explanation of the proposal, the Union may request negotiations to the management chief negotiator within the 10 workday timeframe. Proposals will be submitted at the same time as the request to negotiate.

iii. If the Union becomes aware of a change for which they were not provided notice and the Union desires to negotiate on the change, the Union will provide written notification to Management's Chief Negotiator and follow the procedures in b (i) and (ii) above.

iv. No response by the Union within the prescribed timeframes will be interpreted as acceptance, and the employer may implement the proposal without farther recourse.

Section 10.3. Negotiation Committees

The negotiating committees at each negotiating session shall consist of no more than three (3) members. Negotiations shall normally be conducted during duty hours. Time used for negotiations shall be official duty time if otherwise in a duty status. If AFGE Local 15 (JMC) has agreed to engage in consolidated negotiations with other bargaining units on the installation to address a negotiable issue, no more than two (2) Union representatives will be authorized official time for negotiations.

Section 10.4 Formalization of Agreements

The Parties will formalize their Agreements through memoranda of understanding, or other appropriate documents, that will constitute an amendment or supplement of the Agreement and will be binding upon the Parties with the same force and effect as the other provisions of this Agreement. Mutual agreement must be reached by the Union/Management Negotiating Committees, or through consensus of the Labor Management Forum, and signed by their delegated representatives. The employer will not be required to print or distribute a copy of mid-contract Agreements to each unit employee; however, one copy of all such signed Agreements will be provided to the senior Union representative. The parties will mutually determine if it is necessary to communicate the change to the bargaining unit and if so, how to communicate that change.

Section 10.5 Disputes

If, following good faith negotiations, either Party determines a dispute has developed, that Party shall notify the other Party in writing. The Parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS) within 5 workdays of the notice of the dispute. If the services of the FMCS do not result in an agreement; the employer may unilaterally implement the proposed change if there is a compelling need to do so. This shall not preclude either party from seeking the services of the Federal Services Impasse Panel (FSIP). (The Parties recognize that the FSIP may require the Employer to add to, amend or delete the implemented change.) The Employer agrees that those changes which impact only the unit or section thereof, for which there is no urgency, will not be implemented until any resulting impasses have been resolved.

ARTICLE 11: GRIEVANCE PROCEDURE

Section 11.1 Common Goal

The Employer and the Union recognize the importance of settling disagreements and disputes. Effort will be made to settle grievances expeditiously at the lowest level of supervision where the grievance has merit, based upon the facts presented. Arbitration should only be invoked when the assistance of a third party is required. This procedure shall be the exclusive method available to the employees in the bargaining unit when processing grievances on working conditions, supervisory relationships, and discipline; including official reprimands, suspensions, removals, or any other matter not specifically excluded, in Section 4 of this Article.

Section 11.2. Grievance Initiation and Processing

- a. A grievance may be initiated and processed by an employee or group of employees over the interpretation, application or violation of any matter covered by this Agreement; or a matter not covered by the agreement, but concerned with the application of Agency, Command, or local policy or practices and regulations, conditions of employment, relationships with supervisors and officials, disciplinary and adverse actions, or any matter not specifically excluded in section 11.4.
- b. Employees using this procedure may be represented by the Union or may represent themselves. In the event the employee(s) chooses self-representation, it is agreed that the Union shall be afforded the opportunity to be present during all grievance meetings. The final resolution of the grievance shall not be inconsistent with the terms of this Agreement. The Union is not entitled to attend intra-management meetings regarding a grievance or employee concern.
- c. In exercising their rights to present a grievance, employee(s) and employee representative(s) shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.
- d. Grievances, once processed under this procedure, involving the same individual(s) and substantially the same facts, will not be resubmitted under this procedure or be processed under any other procedure, either concurrently or sequentially; except where the employer fails to implement and uphold a previous grievance resolved in favor of the employee. This shall not preclude an employee from processing a grievance on a second occurrence of a same issue. Situations initiated under other formal complaint procedures may not be entered into this grievance procedure.
- e. In processing a grievance, the grievant, or the designated representative, must specifically identify the Article and Sections of the negotiated Agreement that have been violated, if applicable, or any law, rule, regulations, policy or practice that has been violated, or the circumstances which gave cause for the grievance and the resolution desired.

Section 11.3. Arbitrability Question

Questions that cannot be resolved between the Parties as to whether or not a grievance is on a matter subject to this grievance procedure, or is subject to arbitration, will be referred to an arbitrator for decision. The arbitrability question and the merits of the grievance will be submitted to the arbitrator simultaneously for decision. Both Parties agree that this provision will be used in good faith and not as a measure to raise clearly untimely issues to arbitration.

Section 11.4. Exclusions

Excluded from the grievance procedure are issues which involve:

- a. Violations relating to political activities as identified in Subchapter III of Chapter 73, 5 USC.
- b. Retirement, life insurance or health insurance.
- c. A suspension or removal for National Security as identified in 5 USC Chapter 71, Federal Labor-Management Relations Act.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Reduction-in-force actions, otherwise appealable to the Merit Systems Protection Board.
- g. Non-selection for promotions among properly ranked and certified candidates.
- h. The separation of employees during probationary or trial periods.
- i. Exceptional performance appraisals.
- j. The termination of an employee on a temporary appointment with a definite time limitation on or before the expiration date of appointment.
- k. Results of A-76 study that has formal appeal procedures.

Section 11.5. Procedures

The following procedures are established for the processing and receiving of decisions regarding employees grievances:

11.5.1. Step 1

a. The employee(s), and/or his designated representative, will notify the G1 representative orally or in writing of the desire to discuss a grievance and whether the employee will be represented by the Union or self-representation.

b. Grievances at step 1 are considered informal and may be presented either orally or submitted in writing. An employee(s) having a complaint will discuss the issue and concern with their immediate supervisor. The Parties recognize that these informal discussions provide the best opportunity for problem resolution at the lowest possible level. The employee(s) may be represented by the Union (steward) or may represent themselves.

1) If the employee is represented by the Union, all contacts concerning the scheduling of meetings and the issuance of the decision will be to the Union representative assigned.

2) If self-representation is selected, the supervisor shall notify the employee and the Union office of the time and place of the meeting, which will be scheduled within five (5) workdays of the notice to the employer of the employee's desire to meet.

3) The supervisor will provide a decision (either oral or written) within five (5) workdays from the conclusion of the meeting. The decision will include an explanation of the deciding factors as they apply to the issues raised.

11.5.2. Step 2

If dissatisfied with the outcome of the Step 1 grievance, the employee may put his/her complaint in writing. The written grievance shall contain:

a. Employee's name.

b. Organization.

c. Designated Union Representative, if any, or if representing self.

cl. Article and Section of Agreement allegedly violated or a matter not covered by the agreement, but concerned with the application of Agency, Command or local policy, and an explanation of the violation.

e. The date, outcome and management official involved in the step 1 informal grievance.

f. Solution desired.

The written grievance shall be submitted within fifteen (15) workdays, from the completion of the step 1 procedure to the designated G1 representative. Upon receipt of the step 2 formal written grievance, the G1 representative shall annotate the date of receipt of the grievance and:

- a. Obtain a grievance control number.
- b. If the grievance is sent by email, the receipt will be the email. If a hard copy is provided, the G1 representative will annotate the date of receipt on both the Union and management copy.
- c. If self-representation is selected, the G1 representative shall notify the grievant of the time and place of the Step 2 meeting and invite the Union to attend.
- d. The step 2 meeting shall be scheduled no later than ten (10) workdays from receipt of the written grievance with the Director of the organization who will be the deciding official.
- e. The Deciding Official shall preside over the meeting. After conclusion of the step 2 meeting, the Deciding Official will issue a written decision. The written decision will contain an explanation of the deciding factors, as they apply to the issue raised in the grievance. The written decision shall be issued within ten (10) workdays from the conclusion of the step 2 meeting. If the grievant is represented by the Union, all contacts concerning the scheduling of meetings and the issuance of the decision will be to the Union representative assigned to the grievance.

11.5.3. Step 3

- a. If dissatisfied with the step 2 decision, the step 3 grievance will be provided to the G1 representative within fifteen (15) workdays of receipt of the step 2 grievance decision.
- b. A G1 representative shall serve as the advisor to the Grievance Deciding Official and also manage /facilitate the grievance meeting.
- c. The step 3 grievance shall be heard by at least one member of the management negotiating committee. If a G1 member of the management negotiating committee also provides labor relations advice to managers, that member shall not serve as a deciding official.
- d. Each step 3 grievance shall contain, at a minimum, the following:
 - i. The specific reasons why the grievant is dissatisfied with the step 2 grievance decision.
 - ii. Step 1 grievance decision (if a written decision was provided) and Step 2 grievance decision memorandum.
 - iii. Any documentation that will be presented at the step 3 grievance meeting, if it is available at the time the grievance is submitted.

iv. In cases where a grievance is submitted directly to step 3, under the provisions of this Article 11, Section 11.7a, the Union shall provide, as a minimum, specific reasons why the grievant is dissatisfied, the decision letter (if any), any documentation that will be presented at the step 3 meeting and the written grievance shall contain:

Employee's name.
Organization.
Designated Union Representative.
Article and Section of Agreement allegedly violated, if any.
Solution desired.

e. Upon receipt of a step 3 grievance, the G1 representative shall schedule and convene the grievance meeting. The G1 representative shall notify both the Management and the Union of the date, time and location of the grievance meeting.

f. Step 3 hearing:

1. The Union or employee (if self-representation is elected) will have the opportunity to present information to the step 3 deciding official that is germane to the issue that is the basis of the grievance. The Union presentation will be first, unless the parties reach mutual agreement to a different order.
2. A representative of management will then present information to the step 3 deciding official that is germane to the issue being grieved.
3. As part of their respective presentations of information to the deciding official, each party is authorized to utilize witnesses. If witnesses are used in a step 3 hearing the provisions of Section 11.9 of this article will be followed. The deciding official and/or Ombudsman may ask additional questions during the step 3 hearing. The witnesses will be sequestered until they presented information at the step 3 hearing.
4. Prior to rendering a decision, if the deciding official determines they need additional information relevant to the issue before them; i.e., from an additional witness or to clarify information received at the hearing, the G1 representative will reconvene a representative from both sides. The deciding official will ask their additional questions and both the Union and management representatives are allowed to ask questions during this meeting. However, the deciding official may seek advice from technical advisors on the staff prior to rendering a decision without reconvening the parties. The deciding official may also seek advice from other management officials not involved in the issue giving rise to the grievance without reconvening the Union/employee and management representatives.

5. The step 3 deciding official will issue a written decision. The written decision will contain an explanation of the deciding factors, as they apply to the issue raised in the grievance, current laws, rules, regulations and the collective bargaining agreement. A written decision will be issued to the Union representative or employee (if self-represented) within 30 calendar days of the close of the step 3 hearing or the last joint meeting convened by the deciding official, whichever is later. An extension may be requested when necessary to provide the written decision.

Section 11.6. Representation

The right to representation, as identified in 11.2, may be exercised in the following manner at each step of the grievance procedure:

- a. If self-representation is chosen, a Union representative shall be afforded the right to be present. Normally, not more than one (1) Union official will be present if this procedure is chosen.
- b. If Union representation is chosen, normally not more than two (2) Union officials may be present at each step.
 - i. If a Union approved representative is chosen, this representative shall, in effect, be acting in the same capacity as a Union official. Normally, not more than one (1) other Union official may be present.
 - ii. Exception to the normal representation identified above will be discussed with the Chief Negotiator prior to the grievance meeting.

Section 11.7. Mandatory Use of the Step 1 and Step 2 Procedures

- a. In most instances, employees are required to use the step 1 and step 2 procedures before proceeding to step 3. However, there are issues considered appropriate for processing directly to the step 3 because of the formal nature of the actions involved and the previous consideration that has been extended to the employee. Grievances involving the following issues must proceed directly to step 3 within fifteen (15) work days of the decision or occurrence being grieved:
 - i. Decision to issue a letter of reprimand.
 - ii. Grievances stemming from suspension/removal.
 - iii. Management directed reassignments.
 - iv. Grievances stemming from Reduction-in-Force Procedures, unless excluded in section 4.

b. A grievance involving the application of the JMC staffing regulation (JMCR 690-13), negotiated agreement, applicable regulations regarding filling positions competitively will be processed as follows:

i. The grievance will be filed formally at step 2 in accordance with Section 11.5.2 and contain the required information specified in that section, within fifteen (15) workdays. The Approving Official for the selection will be the deciding official.

ii. If dissatisfied with the step 2 decision, the grievance may be processed to step 3 in accordance with the procedures and timeframes specified in 11.5.3.

Section 11.8 Timeframe to Initiate a Grievance

All grievances shall be initiated within fifteen 15 work days after the grievant knew, or with reasonable diligence, should have known, of the occurrence of the matter which gave cause for the grievance. If an employee is absent from duty for authorized reasons; i.e., annual leave, sick leave, TDY, etc., the fifteen (15) work day period shall be extended by the number of days equal to the absence. Grievances arising from circumstances relating to continuing conditions, where no particular date or event is involved, maybe initiated at any time, i.e., general working conditions, supervisor-employee relations, safety environmental hazards, etc. Grievances concerning within-grade denials will be initiated within fifteen (15) work days after receipt of the reconsideration decision.

Section 11.9. Witnesses

a. At each and every step of the grievance procedure, the grievant or his/her Union representative, or the employer, will be permitted to call employees/management representatives as witnesses. The witnesses shall suffer no loss of pay for so serving, if otherwise in a duty status. Employees will not be forced to testify. Witnesses will testify in the grievance meeting or by affidavit when agreed to by the parties. There will be no ex parte communication between bargaining unit witnesses and the employer. In all cases, the Union will be invited to be present during the interviewing of bargaining unit witnesses. During the grievance hearing, both management and the Union will have the opportunity for direct examination and cross-examination of witnesses as appropriate. This does not preclude the Grievance Deciding Official from discussing the grievance with the appropriate management officials or advisors to provide information or advice necessary to the resolution of the grievance. If the grievance is submitted to arbitration, the arbitrator may take steps afforded by applicable laws to assure the appearance of witnesses in accordance with Article 13.

b. In accordance with Article 6.4, the Employer will, upon request, produce pertinent payroll and other records insofar as permissible without violating laws, regulations, and Governmental policies, for the purposes of substantiating the contentions or claims of the Parties.

Section 11.10. Termination of Grievance

If an employee requests termination of the grievance, resigns, dies, or is separated by any action other than removal before decision is reached on a grievance being processed, and no compensation issue is involved, the 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 11.11. Official Time

a. An employee, if otherwise in an active duty status, may use reasonable amounts of official time without charge to leave or loss of pay for such purposes as securing advice on rights and privileges under governing regulations, obtaining information or assistance pertaining to the grievance, preparation of, and participation in the grievance procedure.

b. A JMC Union representative who, if otherwise in a duty status, may use official time, in accordance with Article 7, without charge to leave or loss of pay for the purpose of preparing and participating in presentation of the grievance, including any hearing held in connection herewith. Official time spent to perform these representational functions will be recorded in the timekeeping system.

Section 11.12. Time Limitations/Extensions

Failure of the grievant/Union to comply with established time limits of the steps outlined in this procedure may be grounds for employer to reject the grievance.

Section 11.13. Group Grievance

When several employees have grievances concerning the same, or substantially the same issue(s), the Union shall encourage the grievants to consolidate their grievance into a group grievance and appoint a representative sample of the group to act as grievant(s) to process their grievance. However, each employee may file a grievance separately if he/she desires. Grievances initiated separately will be processed separately. If a group grievance is processed, all grievants must be identified and are bound to process the grievance throughout the procedure as a group. All grievants will be bound by the decision.

Section 11.14. Settlement of Grievances

It is agreed that when grievance decision is accepted, or the grievance terminated by the grievant at any step, it will be considered to be settled in its entirety, and no further action will be taken regarding the grievance.

ARTICLE 12: EMPLOYER AND UNION DISPUTE PROCEDURES

Section 12.1 General

- a. The purpose of this article is to provide for the satisfactory settlement of disputes involving application and/or interpretation of this Agreement where no individual employee grievance/resolution is involved.
- b. Questions which cannot be resolved between the Parties as to whether or not a grievance is on a matter subject to this grievance procedure, or is subject to arbitration, will usually be referred to an arbitrator for decision. The arbitrability question and the merits of the grievance will be submitted to the arbitrator simultaneously for decision. Both Parties agree that this provision will be used in good faith.
- c. All disputes must be processed within fifteen (15) workdays after the Party knew, or with reasonable diligence should have known, of the circumstances of the dispute.

Section 12.2 Union Initiated Disputes

- a. **Step 1.** The Union shall submit the written grievance within fifteen (15) workdays to the HQ, GI Representative. The meeting shall be scheduled with the Deputy Chief of Staff for Civilian Personnel, G1, or his/her designated representative, within ten (10) workdays from the receipt of the Union's request to discuss the dispute. Within ten (10) workdays from the conclusion of the meeting, the Deputy Chief of Staff for Civilian Personnel, G1, or his/her designated representative, shall provide the Union with a written decision.
- b. **Step 2.** If dissatisfied with the Step 1 decision, the Union may submit the grievance to the designated representative from HQ, JMC G1 within fifteen (15) workdays of receipt of the step 1 decision. The Grievance submission will contain, at a minimum, the basis for the grievance, violation of contract provision or regulation, the remedy sought, the step 1 written grievance and a copy of the step 1 written decision.
 - 1) At least two (2) members of the management and Union negotiating committee will meet within ten (10) workdays to discuss the grievance and seek a mutually agreeable resolution to the issue raised.
 - 2) In the event that the committee member(s) are unable to reach a mutually agreeable resolution the Union shall be provided with a written decision within ten (10) workdays of the conclusion of the grievance meeting concerning the dispute.
 - 3) If the written decision of the Management Committee is unsatisfactory, the Union may request the grievance be submitted to arbitration by so notifying the designated GI representative within thirty (30) calendar days of receipt of the written decision that the Union is invoking arbitration.

Section 12.3. Employer Initiated Disputes

Employer Initiated Disputes shall be processed under the above procedure, altered to the extent that the Deputy Chief of Staff for Civilian Personnel, G1, shall initiate the procedure to the senior Union representative. The step 2 will be convened with at least two members from the Union and management committee. If the employer is dissatisfied with the step 2 decision, the Employer may request the grievance be submitted to arbitration by notifying the senior Union representative within thirty (30) calendar days of receipt of the written decision that the Employer is invoking arbitration.

Section 12.4. Extension of Time Limits

Either Party may request an extension of the time limits. All requests for time extensions shall be submitted and responded to in writing.

ARTICLE 13: ARBITRATION

Section 13.1 Invoking Arbitration

If the Employer and the Union fail to settle any grievance/dispute arising under Article 11 or 12, such grievance/dispute shall, upon written notice by either Party, be referred to arbitration. Such written notice, signed by the authorized official of the Party, shall be served upon the other. Party not later than thirty (30) calendar days after the conclusion of step 3 of Article 11 or step 2 of Article 12. Local attempts to resolve such disputes prior to a decision by the arbitrator, shall continue and are encouraged between the Parties as promoting the spirit of cooperation and conciliation intended by this Agreement. In the event the parties fail to settle a grievance/dispute the arbitrations will be conducted in the order the Union provided notice of the intent to go to arbitration, progressing from oldest to most recent. The parties, by mutual agreement, can take a case out of order.

Section 13.2. Procedures

- a. By mutual agreement, the parties will determine when they are ready to select arbitrators and when to schedule the next hearing. The parties will either use a local arbitrator or an arbitrator from the Federal Mediation and Conciliation Service (FMCS), using the selection processes specified in this Article.
- b. Two (2) times per calendar year, each party has the option to utilize the services of the FMCS by requesting a list of certified arbitrators to hear an arbitration case. Such elections shall be made without agreement from the other party. In the event both parties agree to utilize the services of the FMCS, this will not count towards either party's two (2) authorized elections.
 1. For the purpose of calculating calendar year totals, notice will occur when the parties have agreed to select an arbitrator in 13.2a. When a party gives notice of its intent to utilize FMCS, the election will be considered to be made in that calendar year, without regard to when the case will be heard.
 2. In all instances where FMCS is utilized, any fees for requesting a list from FMCS will be split by the parties.
 3. In the event a party has elected to use an FMCS arbitrator, but the hearing was not held because:
 - a. The moving party withdraws the arbitration. The election will not be considered exercised, or
 - b. The parties settle the grievance after the notice is provided to use FMCS, but before the arbitration is held, the election shall be counted as one of two authorized elections during the calendar year.

c. The parties will identify if mutual agreement is reached to use a certified arbitrator from FMCS or use a local arbitrator.

d. If there is not mutual agreement, either party may request a list of certified arbitrators from FMCS as specified in Article 13, Section 13.2b. When a certified arbitrator is requested from FMCS, the provisions of Article 13, Section 13.4b of the negotiated agreement will be followed to determine the selection of the arbitrator from the list provided by FMCS.

e. If the parties agree to select from the local arbitrator roster or either party has exercised its two options per calendar year to request a list from FMCS, the parties will use the local arbitration roster to select an arbitrator.

Section 13.3. Maintenance of Local Arbitration Roster

a. For the purposes of this Agreement, "Roster" is all the local people who are currently available to serve as an arbitrator (management and the Union's designated arbitrators) and "List" is the arbitrators on the roster who have been chosen by the random process described in Section b to comprise the selection list.

b. The parties agree to maintain a roster of local people deemed suitable to serve as arbitrators. Each party will have the opportunity to contribute equally to the composition of the roster. Each party will contribute no more than five (5) arbitrators to the roster. The parties will strive to maintain a roster of at least eight (8) arbitrators (four (4) management selections and four (4) Union selections) and a maximum of ten (10) arbitrators (five (5) selections from management and five (5) from the Union). Each party is responsible to update or replace arbitrators they have placed on the roster. The names will be placed on the roster alphabetically by last name.

c. The parties agree that the roster must contain at least 5 arbitrators (in total) in order to use the local arbitrator roster to select an arbitrator.

d. In no case can a local arbitrator be placed on, or remain on, the roster if they are or have advocated against the government, the Union or represented employees against the government within the last five (5) years from time they are included on the roster. The individual will be immediately removed from the roster and the party who proposed the individual for inclusion on the roster will have the opportunity to replace that arbitrator.

e. If an arbitrator drops out prior to the annual review (paragraph f), or is removed under the provision of 13.3d, the party who originally placed the arbitrator on the roster may replace him/her. In the interim, the list will be used in accordance with this agreement, if there are at least five (5) arbitrators on the roster in total. The parties agree that the roster must contain a minimum of five (5) arbitrators (in total) in order to use the option to select from a list of local arbitrators.

f. During the first week in December each calendar year the arbitrators on each parties' list will be contacted to ensure their continued interest in serving as an arbitrator. Any arbitrator who is removed, or indicates he/she no longer wishes to serve, may be replaced by the

party who originally placed the arbitrator on the roster. The roster will be finalized by 30 January of each year, with each side having identified no more than five (5) arbitrators.

Section 13.4. Selection of Arbitrator

a. Local Arbitrator. If an arbitrator is to be selected from the local roster, the parties will put numbers in a hat that correspond to the same numbers of arbitrators on the roster; e.g., if there are 10 arbitrators, there will be numbers 1-10, if there are 8 arbitrators there will be numbers 1-8 in the hat, etc. The alphabetical roster of arbitrators will also be numbered (e.g., 1-10 or 1-8). The parties will draw the numbers from the hat one at a time. Each number will correspond to an arbitrator's number on the roster. The parties will pull 7 numbers from the hat. Those arbitrators on the alphabetical roster who have the matching number will be placed on the list for consideration as an arbitrator. The list will always have an odd number and contain 7 names. (Only in the event that there are not 7 total arbitrators on the roster will the list be generated with 5 names). In no case will the local arbitration selection process be used if the roster contains less than 5 names on the roster. The parties will convene within 10 working days after generating the list for the purpose of selecting the arbitrator. The parties will select the arbitrator by each party striking a name alternately until a single name remains. This process will be used each time it is agreed that an arbitrator will be selected from the local roster. The parties will alternate who strikes first during the calendar year beginning with the Union.

b. Certified Arbitrator from FMCS.

1. If a party has made an election to utilize the services of the FMCS, the parties shall request that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven (7) impartial persons qualified to serve as arbitrators.
2. The processing fees assessed by the FMCS for providing the parties a panel of arbitrators shall be split by the parties.
3. The parties shall meet within ten (10) workdays after the receipt of such list to select an arbitrator. The parties will select the arbitrator by each party striking a name alternately until a single name remains. This process will be used each time it is agreed that an arbitrator will be selected from an FMCS roster. The parties will alternate who strikes first during the calendar year beginning with the Union.

Section 13.5. Fees and Expenses

a. Local Arbitrators:

\$700 for each day of the hearing.

\$700 for a day of deliberation for each day of the hearing.

\$700 for a written decision

A one-day hearing is a total cost of \$2,100, a two-day hearing is a total cost of \$3,500, etc.

- 1) There will be no fees paid if the parties resolve the case prior to hearing.
- 2) The parties will split the fees charged by the arbitrator equally if the hearing is held.
- 3) In the case of Union-Management disputes, the losing party will pay 100% of the arbitrator fees. In the case of a split decision in a Union-Management dispute case, the fees will be split equally. (Split decision is when any portion of the award is provided to both parties).
- 4) Any change to the fees agreed to be paid to local arbitrator shall require additional negotiations and agreement prior to implementation.

b. Certified Arbitrator from FMCS:

1) The parties will split the fees charged by the arbitrator equally if the hearing is held.

2) In the event the moving party withdraws the request for arbitration that party shall be responsible for 100% of fees, if any.

3) In the case of a settlement prior to the arbitration hearing, the parties will split the fees equally.

4) Union/Management Dispute. In the case of Union-Management disputes, the losing party will pay 100% of the arbitrator fees. In the case of a split decision in a Union Management dispute case, the fees will split equally. Split decision is when any portion of the award is provided to both parties. In the event the moving party withdraws the request for arbitration that party shall be responsible for 100% of fees, if any. In the case of a settlement prior to the arbitration hearing, the parties will split the fees equally.

c. In the event that the employer did not meet its time frames for issuing a grievance decision (which includes an extension) and the Union submitted a written grievance to the next step of the grievance procedure IAW with steps specified Article 11.5, the Agency will be responsible for 75% of the fees associated with the arbitration hearing. The exception is Union Management Disputes which the losing party will pay all fees of the arbitrator. In the case of a split decision in a Union Management Dispute, the fees will be split equally.

Section 13.6. Pre-Arbitration Hearing

At least five (5) workdays prior to a hearing, the parties shall meet to review and discuss evidence, identify witnesses and identify joint exhibits. The parties shall also attempt to reach agreement on a stipulated issue. If no stipulated issue can be agreed upon, each party shall provide a written

statement of the issue to the arbitrator for consideration. The arbitrator will determine which party's issue to adopt or develop his/her own.

Section 13. 7. Arbitration Hearing

- a. The arbitration hearing will be held, if at all possible, on the Employer's premises and during the regular day shift hours.
- b. The Union has the right to have two representatives in the hearing. The JMC Union representatives who are otherwise in an official duty status shall be given official time to participate in the arbitration proceedings. In the event that such meetings/hearings extend past an employee's normal duty hours, no overtime or compensatory time will be paid.
- c. Either party may request one observer from JMC be allowed to attend the hearing during duty time. No overtime or compensatory time will be paid to the observer.
- d. The grievant shall be allowed to attend the hearing and testify on duty time, if otherwise in a duty status. In the event that such meetings/hearings extend past an employee's normal duty hours, no overtime or compensatory time will be paid. If the grievant is on a shift other than day shift, he/she will be temporarily placed on day shift for the day of the hearing.
- e. Witnesses will have their shift adjusted or brought onto day shift for the day of the hearing if they are going to provide testimony. Employees serving as a witness will be excused from duty to the extent necessary to provide testimony at the hearing. No overtime or compensatory time will be paid to serve as a witness.
- f. **Witnesses at Arbitration Hearing.** The Union and management shall be permitted to call relevant employees as witnesses. Questions as to the necessity of any particular witness will be resolved by the arbitrator. In the event a witness does not wish to testify at the arbitration hearing, a GI representative will inform the employee that they may decline. However, either party may request the arbitrator to use his/her appropriate authority under law to direct participation in arbitration hearing.
- g. **Sequestration of Witnesses.** The arbitrator shall require witnesses, other than the grievant, to leave the hearing room during the testimony of other witnesses. The purpose of this subsection is to avoid having witnesses being influenced in their testimony by the testimony of another witness as to the same facts.
- h. **Oath or Affirmation of Witnesses.** All witnesses will be required to testify under oath or affirmation administered as directed by the arbitrator.
- i. **Continuances.** The arbitrator may grant continuances, or adjourn the hearing from time to time upon his own motion or upon joint request of the Parties or upon the motion of one (1) Party showing good cause.
- J. Post Hearing Brief.** Post hearing briefs may be submitted by either Party within the time allowed by the arbitrator, normally thirty (30) calendar days. The arbitrator shall be requested

to provide a copy of each Party's brief to the other Party, unless other arrangements are mutually agreed to at the hearing.

k. **Time Limit.** The arbitrator is requested to reach his decision and remedy as quickly as practicable, normally within thirty (30) to sixty (60) days after the conclusion of the hearing, unless the Parties otherwise agree.

Section 13.8 Arbitrator's Decision

It is agreed and recognized that the arbitrator's decision is binding and exceptions may be taken in accordance with the provisions of 5 USC Chapter 71, Sub-chapter III, Federal Labor-Management Relations Act. Decisions will be implemented as soon as possible after the receipt of the decision or as directed by the arbitrator.

Section 13.9 Arbitrator's Authority

a. In rendering a decision/award, the arbitrator has authority to:

- i. Resolve questions of arbitrability. The same arbitrator who decides whether a
 - ii. Interpret and define the terms of this Agreement.
 - iii. Rule on the application of various Federal statutes, Office of Personnel Management, Department of Defense, Agency/Command/Activity regulations and policies.
 - iv. Grant remedies consistent with applicable laws and regulations.
- b. The arbitrator shall have no authority to alter, amend, add to or subtract from the terms of this Agreement or any other Agreement made supplementary hereto.
- c. The arbitrator may not substitute his discretion for that of the Employer in cases where the Employer has exercised discretion in an equitable manner as allowed by law, regulations, or this Agreement. The arbitrator may overrule the Employer when the arbitrator's findings conclude that the Employer did not use discretion in an equitable manner in exercising authority in accordance with law, rule, regulation, or this Agreement.
- d. When dual issues (timeliness/scope and merit) are raised to arbitration and the arbitrator finds the grievance is untimely or not within the scope of the grievance procedure, the arbitrator will deny the grievance without considering its merit.

Section 13.10 Briefs in lieu of Hearing

Upon request of the moving party, and by mutual agreement, the parties may submit briefs in lieu of a hearing.

Section 13.11 Witnesses who are not Employees

Parties requesting witnesses to be present who are not employees of the Agency shall bear expenses of the witnesses.

Section 13.12 Arbitrator Retaining Jurisdiction

Either party may request the arbitrator retain jurisdiction on matters in order to clarify his/her award or provide instruction to implement his/her decision.

ARTICLE 14: DISCIPLINARY AND ADVERSE ACTIONS

Section 14.1. General

The employer agrees that disciplinary actions shall be based on just cause and be consistent with the principles of progressive discipline, applicable laws, regulations, and this Agreement, where the seriousness of the offense does not warrant punitive discipline under Army Regulations. The basic procedures and rights of the employees, as outlined in regulations, and this Agreement, shall be observed in handling disciplinary and adverse actions.

Section 14.2. Representation

- a. In the event an employee is issued a notice of disciplinary or adverse action, the employee shall be made aware of, and afforded all rights and privileges due him/her, including the right to representation.
- b. In all cases of proposed disciplinary or adverse action by the employer against employees covered by this Agreement, an additional copy of the proposed action shall be furnished to the employee. **If the employee wishes to have a representative, the employee shall notify the employer, in writing of who the representative shall be prior to the employer releasing confidential information to the representative, pertaining to the employee's case.** In all cases, the employee and his/her representative, if any, shall be given the opportunity to review the documentation on which the proposed action is based. The employee has the right to reply orally and/or in writing, and to present affidavits or witnesses with the assistance of a representative, if desired. The employer shall consider all information provided in the reply prior to making a decision.
- c. If during the course of preliminary investigation, the employer deems it appropriate to have a discussion with the employee, the employee will be notified prior to the discussion of the nature and purpose. If the discussion results in the employee being questioned and the employee reasonably believes a disciplinary action may be taken by the employer against the employee, and the employee requests a Union representative, the employee's rights will be explained, including the right to a Union representative.

Section 14.3. Counseling Sessions

Oral counseling or written counseling sessions do not constitute discipline. Rather, they constitute a tool through which supervisors may communicate among other things, their dissatisfaction with an employee's conduct, give the employee notice of the employer's dissatisfaction, and give the employee an opportunity to meet the employer's expectations for satisfactory conduct. However if the employee engages in misconduct after either an oral or written counseling, that is still in effect during the timeframes identified below, the supervisor may choose to use the counseling to support the proposed penalty in a formal disciplinary action.

- a. **Oral Counseling Sessions:** Informal counseling sessions, where the offense is non-recurring within a period of 90 Calendar Days shall not be used as a basis for proposing a disciplinary or adverse action.

b. Written Counseling Sessions: Formal Written Counseling Sessions, where there has been no recurrence of the infraction, shall be purged from official records at the end of 1 Calendar year. However, the employees' supervisory chain may cancel any such Formal Counseling at any time after, if, in the opinion of the employee's supervisory chain, the conduct has improved, a determination that such conduct is not likely to recur, and when the employer finds it is in the best interest to end such record early.

Section 14.4. Reprimands

a. Reprimands may be proposed as a 1, 2 or 3 year, letter of reprimand, depending on the severity of the offense, to employees. The proposing official and the deciding official for a reprimand may be the same management official.

b. The employee's supervisory chain may cancel any such reprimand, at the request of the employee, where the employee's conduct has improved in the opinion of the management chain, where such reprimand has already had the desired effect of correcting the employee's behavior, where such conduct is not likely to recur, where at least ½ of the period of the reprimand has expired, and when management finds that it is in the best interest of the employer to end such reprimands early.

Section 14.5. Disciplinary Actions

a. A disciplinary action is any action taken against an employee which causes a formal letter of reprimand or an action affecting a suspension of fourteen (14) calendar days or less to be placed in an official record.

b. The parties agree that in progressive discipline, the employer will consider the least severe action, which is determined to be necessary to correct the employee's behavior. Such discipline should be consistent throughout the Bargaining Unit, in that like penalties should be imposed for like offenses. In actions involving discipline, an employee is entitled to a notice of proposal of the discipline the employer intends to impose, only after an investigation of the facts giving rise to the cause for discipline. Such investigation will be conducted by management prior to issuing a proposal to discipline and may include, where appropriate, discussions with the offending employee, management officials, and witnesses. When it then becomes clear that a proposal of discipline is warranted, a notice of proposal will be issued to the offending employee. Such notice will include the specific allegations of misconduct (charges) and circumstances for which the discipline is to be imposed. This disciplinary proposal to the employee will include at a minimum, the reasons for the employer's proposal, including the appropriate charge for each specific act of alleged misconduct. When two (2) or more unrelated offenses are involved, there may be more than one specific charge of misconduct. In all cases, the employer will follow law, rule and Department of Army Policy with respect to the administration of discipline.

c. Upon receipt of a notice of a proposal to discipline, the employee may make an oral or written reply to the proposal, or both. Such opportunity to reply will be clearly identified in the proposal to discipline to include identification of the deciding official and the procedures to make a reply. The employee will then, at his/her request, be allowed to offer evidence and testimony with the purpose of demonstrating to the employer that discipline

is not warranted. The employee may be represented -by the Union, his/her attorney, or another individual in the reply to the proposed discipline. In the event that the employee chooses a representative who is also a Department of Army employee, the representative may be disallowed when it is determined that a conflict of interest exists.

d. Employees shall be given at least ten (10) calendar days advance written notice of disciplinary action, by means of a proposal, and a reasonable time (not less than three (3) workdays) in which to prepare a reply. Extensions may be granted. A reasonable amount of official duty time will be allowed for preparing a reply. The final decision regarding suspensions shall be signed by a higher level official than the supervisor signing the proposal. The parties agree and understand that employees should be placed on notice of any proposed disciplinary action as soon as possible after the event giving rise to the proposal to discipline. Normally, an employee would expect to receive such a proposal no later than sixty (60) Calendar Days from the event giving rise to the discipline. However, this provision does not prohibit management from proposing a disciplinary action, even if issued after the 60 calendar day period identified above, in appropriate circumstances e.g. following a lengthy investigation.

Section 14.6. Adverse Actions

a. An adverse action is a reduction in grade or pay, removal, suspension for more than fourteen (14) calendar days, or a furlough of thirty (30) calendar days or less. In adverse actions an employee is entitled to a notice of proposal of the discipline the employer intends to impose. Such notice will include the specific allegations of misconduct (charges) for which the discipline is to be imposed. This disciplinary proposal to the employee will include, at a minimum, the reasons for the employer's proposal, including the appropriate charge and circumstances for each specific act of alleged misconduct. When two or more un-related offenses are involved, there may be more than one specific charge of misconduct.

b. An adverse action, may be appealed to the Merit System Protection Board (MSPB) or through the grievance procedure, but not both.

c. Employees shall be given at least thirty (30) calendar days advance written notice of any adverse action proposal and a reasonable time (not less than fifteen (15) work days) in which to prepare a reply, unless there is an exception authorized in a statutory or government-wide regulation that is applicable to the circumstances which would reduce the notice and/or reply period. The final notice shall be signed by a higher level official. The address of the MSPB shall be included in the final letter of decision. Nothing in this Article restricts Management's right to discipline for criminal activity.

Section 14.7. Work schedule during non-paid suspension

a. Employees on a CWS will be required to change their work schedule from a CWS to a FWS (5X8 work schedule) during the pay period(s), in which the unpaid suspension is to be served, regardless of the length of the suspension.

b. Employees required to change to a 5X8 work schedule will submit a schedule change request to their supervisor for the pay period(s) they are to serve the unpaid suspension.

c. The employee will be converted back to their previously approved CWS beginning the first full pay period following the suspension.

ARTICLE 15: PERFORMANCE STANDARDS AND APPRAISALS

Section 15.1. TAPES Administration

Total Army Performance Evaluation System (TAPES) will be administered according to the instructions in AR 690-400, except as where otherwise negotiated.

Section 15.2. General

- a. Management and Labor acknowledge the purpose of a rating is to document performance.
- b. Ratings will reflect performance within the control of the ratee.
- c. Ratings are not to be used as rewards or punishments.
- d. Ratings shall be given based on the assigned objectives.
- e. There shall be no organizational quotas and no limit on rating types, (i.e. 25% of the organization limited to highly successful appraisals).
- f. Rating supervisor will hold progress reviews, in private, at the mid-point of the employee's rating periods, at a minimum. The employee must approve any participant outside their supervisory chain. (This does not apply to performance counseling sessions.)
- g. Each objective is a critical element in accordance with the meaning of 5 CFR 430.203.
- h. The ratee may request input to their performance evaluation from up to three customers. Input must be tied to written objectives and must be limited to one typed page and signed by the customer. Raters shall consider any such input received three (3) workdays prior to the end of the rating period.

Section 15.3. Developmental Positions

- a. Employees who are on developmental positions which lead to a target grade in the senior system will be evaluated in the senior system (e.g. 7-9-11).
- b. Objectives for developmental grades; (e.g., 7 or 9) will reflect the differences in the level of independence and complexity between current grade and target grade.

Section 15.4. TAPES Objectives

Employees are encouraged to participate in the development of their performance objectives/responsibilities; however, if the rater and ratee cannot agree on specific objectives, the supervisor is responsible for determining the final performance objective(s) that: (1) are reasonably attainable, (2) are not improperly absolute (cannot be exceeded), and (3) they permit an accurate measurement of the employee's level of performance or tell the employee clearly what is required at the success level. TAPES objectives should be written in clear English, in complete simple sentences, and using action verbs.

Section 15.5. Performance Ratings

Except under unusual circumstances, each employee's performance will be rated annually against the performance plan established for their position. However, the employee must be on an approved performance plan for a minimum of 120 days prior to receiving a performance rating. Changes to job duties or changes between rating systems will be handled as follows:

- a. A current HQ, JMC employee being reassigned or promoted to a new position will be placed on an approved performance plan within thirty (30) days of assuming their new duties and responsibilities.
- b. The performance rating for a current HQ, JMC employee being placed on a new position, which may include moving between base and senior system, will be handled in the following manner:
 1. If less than one hundred twenty (120) days remains in the rating period of the "old" position they will receive an early annual appraisal which will serve as the rating of record for the appraisal period.
 2. If more than a one hundred twenty (120) days remains in the rating period after the senior rater signs objectives for the new position they will be placed on an approved performance plan and rated at the end of the new performance cycle.
- c. A new employee to HQ, JMC who arrives within one hundred twenty (120) days of the end of a rating period, will be placed on a performance plan within thirty (30) days and will receive an annual appraisal at the end of the next rating cycle.

Section 15.6. Performance Requiring Improvement

At any time during the rating cycle that the ratee is determined to "need improvement" in one or more of their responsibilities or objectives, the rater should notify the ratee and consider providing assistance. Such assistance may include, but is not limited to, formal training, on the job training, counseling and/or closer supervision.

Section 15.7. Unacceptable Performance

- a. Employees demonstrating unacceptable performance shall be provided a Performance Improvement Plan (PIP) and be assisted by the Employer in improving performance. Employees shall be reassigned, reduced in grade, or removed for unacceptable performance only after being afforded a reasonable period of time to demonstrate acceptable performance, normally not less than thirty (30) calendar days, and only if substantial evidence justifies the action proposed. The rating cycle may be extended as appropriate.
- b. An employee who is not serving a probationary or trial period, and is being proposed for a reduction in grade or removal for unacceptable performance is entitled to:

i. A minimum of thirty (30) calendar days advance written notice of the proposed action which identifies specific instances of unacceptable performance by the employee on which the performance based action is based, and the critical elements of the employee's position involved in each instance of unacceptable performance.

ii. The right to a representative.

iii. The right to use a reasonable amount of official duty time in which to review the regulations and supporting documentation, upon which the action is based, and to prepare and present a reply orally and in writing to the action proposed.

iv. A written decision signed by a higher level official than the official who proposed the action.

Section 15.8. Within-Grade Increases

Within a reasonable amount of time prior to the date an employee is eligible for a within-grade increase, the Employer should review the work of the employee. If the supervisor feels that the employee's work is not at an acceptable level for a within-grade increase at that time, the supervisor should provide the following:

a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level.

b. Advice as to what the employee must do to bring the performance up to the acceptable level.

Section 15.9. Denial of Within-grade Increases

An employee who is provided a decision to deny a within grade increase, reduced in grade or removal for unacceptable performance shall be informed that the action may be appealed to the MSBP or may be grieved through the negotiated grievance procedure, but not both. The address of the MSPB shall be included in the final letter or decision.

ARTICLE 16: REDUCTION-IN-FORCE

Section 16.1. General

a. When the Employer determines to exercise its right to conduct a Reduction in Force (RIF) in accordance with 5 USC 7106 (a)(2)(A), the parties agree the requirements in 5 CFR Part 351 will be followed to conduct the RIF. Sections of 5 CFR 351.201 (a) are repeated in this Article only for the purpose of providing information to the bargaining unit and is not intended to negotiate different contractual requirements than those contained in the 5 CFR Part 351.

(1) 5 CFR 351 specifies each agency is responsible for determining the categories within which positions are required, where they are to be located, and when they are to be filled, abolished, or vacated. This includes determining when there is a surplus of employees at a particular location in a particular line of work.

(2) 5 CFR 351 provides that when an Agency releases a competing employee from his or her competitive level by furlough for more than thirty (30) days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after an agency has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within one hundred eighty (180) days.

(3) 5 CFR 351 does not require an agency to fill a vacant position. However, when an agency, at its discretion, chooses to fill a vacancy by an employee who has been reached for release from a competitive level for one of the reasons in paragraph (a)(2) of this section, 5 CFR 351 shall be followed.

b. When a Reduction-in-Force is necessary, management will determine what positions are necessary to perform the mission, which includes identifying the positions to be abolished and whether vacancies will be available during a RIF to potentially place an employee separated from his/her competitive level. Management agrees to use vacancies to the maximum extent possible (i.e., vacancies available after mission requirements are identified), to place employees identified for separation.

Section 16.2. Additional Placement Options

Any vacancies available for placement through the RIF process will be provided to Civilian Personnel Advisory Center (CPAC). If a qualified candidate is not identified for placement on a vacancy, it may be filled by:

a. Any appropriate source. There is no requirement to wait until the effective date of the RIF to begin recruitment actions, or

b. Considering undue interruption of the mission, the Employer may consider any of following to place an employee identified for involuntary separation.

i. Modify qualifications.

ii. Waive minimum qualifications. Except Office Personnel Management (OPM) placement criteria; e.g., education cannot be waived.

iii. Re-engineer a vacancy.

Section 16.3. Union and Workforce Notification

a. **Union Notification:** The Employer will provide notice to the Union of the need to conduct a RIF for the purpose of completing Impact and Implementation bargaining for any process not contained in this Article.

b. Initial information will be provided to the workforce after required congressional notifications are made and periodic updates thereafter.

Section 16.4. Competitive Levels and Retention Registers

In accordance with applicable laws and regulations, competitive levels and a retention register will be established. A copy of the retention register will be provided to the Union on the same day as the employees receive individual RIF notices.

A Union official and the affected employee(s) shall have the right to review their status on the retention register.

Section 16.5. Employee Notice Period

Each employee in a competitive area released from a competitive level is entitled to a specific notice period of at least sixty (60) days before the effective date of release. However, the Agency will strive to provide the employee a longer notice period not to exceed one hundred twenty (120) days.

Section 16.6. Union Representatives

The Union may establish a committee of no more than three (3) representatives who will be trained on official time and available to assist employees when counseled during the RIF notice period. The time for this training will not be subtracted from the official time specified in Article 7 Section 7.5 (3).

Section 16.7. Employees impacted by RIF notices

a. Notices for individual employees impacted by RIF will contain information specified in 5 CFR 351.802. The notice will contain, at a minimum:

i. The specific personnel action to be taken.

ii. The effective date of the action.

iii. The employee's competitive area, competitive level, subgroup, service date, and the three (3) most recent ratings of record received during the last four (4) years.

iv. Appeal rights, as applicable, to the Merit Systems Protection Board (MSPB).

b. An employee will have three (3) workdays to accept or decline an initial placement offer. If an employee is provided any subsequent offers they will be given three (3) workdays to accept or decline. Failure to respond in the time limits prescribed will be considered a declination of the offer. Declination of a RIF offer may result in separation from Federal Service and impact the employee's ability to participate in placement programs.

c. Employees will be offered the opportunity to receive an explanation regarding why they were impacted in a RIF.

d. Employees who request information regarding retirement options (including Discontinued Service Retirement, if applicable) will be given contact information for the Army Benefit Center.

Section 16.8. Placement Programs

Eligible employees will be provided information regarding placement programs; examples include, but may not be limited to, Re-employment Priority List, Career Transition Assistance Programs, and the Priority Placement Program. If resources are available from the State of Illinois to assist involuntarily separated employees seeking employment, the Employer will make these resources known and available to those employees facing separation.

Section 16.9. Information Requests

The Union may request information in accordance with the procedures specified in 5 USC 7114(b)(4) and relevant case law.

Section 16.10. Maintain Records

The agency is responsible for maintaining correct personnel records that are used to determine the retention standing of its employees competing for retention IAW 5 CFR Part 351. The records will be maintained IAW 351.505(f).

Section 16.11. Transfer of Function (TOF)

a. The Employer will provide notice to the Union of the decision to conduct a transfer of function as soon practicable, as it has been given the authority to release the information. The Union will then have the opportunity to bargain any appropriate impact and implementation procedures.

b. The losing competitive area will use adverse action procedures to separate an employee who declines to transfer with their function. An agency may not separate an employee who declines to transfer with the function any sooner than it transfers employees who chose to transfer with the function to the gaining organization.

- c. The losing competitive area may, at its discretion, include employees who decline to transfer with their function as part of a concurrent reduction in force.
- d. The Employer will provide employees of the bargaining unit information that explains TOF and associated rights available to employees under applicable regulations.
- e. As provided by appropriate regulation, the Agency shall afford the employee the opportunity to find housing and pay Permanent Change of Station expenses after the employee has accepted an offer of employment outside the commuting area.

ARTICLE 17: MERIT SYSTEM -PLACEMENT/PROMOTION

Section 17.1. General

a. The employer and the Union agree that promotions/placements will be in accordance with the provisions of law, Office of Personnel Management, and Department of the Army regulations, JMC Regulation 690-13, **Provisions for Competitively Filling General Schedule Positions**, RIAR 690-21, **Merit Promotions and Placement Plan (MPPP)**, with the exceptions of the provisions contained in the following sections. Any changes to the regulations, that are not specifically addressed as part of the negotiated agreement will be provided to the Union and negotiated IA W Article 10.

b. The Employer will take steps to identify and eliminate barriers which are prohibitive to equal employment opportunity. The Union agrees to cooperate and support these goals.

Section 17.2. Scope

This article applies to all merit promotion and placement actions taken within the unit except those covered by mandatory referral/placement programs.

Section 17.3. Sources

In consultation with the personnel advisor, the supervisor will determine the source(s) that would provide candidates who best meet the employer's mission objectives, contribute fresh ideas and new viewpoints, and meet the employer's affirmative action goals.

Section 17.4. Mandatory Placement

The CP AC will determine if there is a candidate with an entitlement to mandatory placement, such as through the Priority Placement Program, Re-promotion Eligible Program, etc.

Section 17.5. Non-competitive Permanent Placements

Management has the right to fill a position with a candidate from other appropriate sources on a non-competitive basis. Examples of these sources include reinstatement eligible, transfers from another agency, re-promotion eligibles, reassignments, voluntary change to lower grade, and candidates eligible for appointment under special authority such as Veteran's Recruitment Authority or handicapped appointment authority.

Section 17.6. Competitive Procedures

a. *Area of Consideration.* The area in which a search is made for candidates is called the area of consideration. As a general rule, the minimum area shall be no less than a Directorate or equivalent.

b. *Vacancy Announcement.* Each vacancy announcement will be open for application for a minimum of five (5) work days. The vacancy announcement can open any day of the week. Vacancy announcements for Career Program positions will remain open in accordance with

Career program requirements. Each announcement will contain:

- (1) Title, series, grade and short description of duties.
- (2) Organizational and geographical location of the position.
- (3) Summary of, or reference to, minimum qualification standards for basic eligibility (as outlined in OPM Qualification Standard).
- (4) List of any conditions of employment; e.g., required certification, frequent travel, unusual working conditions and/or hours, etc., determined essential to satisfactory performance.
- (5) Summary of qualifications required, including time in grade and specialized experience.
- (6) If appropriate, information regarding the known promotion potential of the position.
- (7) Area of consideration
- (8) Opening and closing dates for receipt of application and how to apply.
- (9) Equal Employment Opportunity statement.

c. Referral/Certification.

(1) Using the Army approved system, the skills and job requirements provided by management and the OPM qualification requirements, the CPAC will issue a referral list to G 1 or selecting official. Internal referral lists may be used for up to 180 days from the closing date of the vacancy announcement to fill positions with same Job Description. Referral lists generated from announcements open to external candidates; e.g., DEU, ACWA will be valid for a shorter period of time.

(2) If the area of consideration has produced only one or two qualified candidates, these candidates will be referred. The selecting official does not have to make a selection from that referral list; he/she may choose to re-announce the vacancy or fill the vacancy using another appropriate source.

(3) Applicants will use the automated system to check their status regarding a particular announcement.

d. Selection Process

(1) The selecting official will receive the names and resumes of all the candidates from G1. The selection official will review and score the resumes of the candidates using the established crediting plan resume criteria.

(2) Using the established interview crediting plan criteria, the selecting official will interview the top five (5) scoring candidates from the resume review. In the event there are multiple candidates with the same score of the fifth highest ranking candidates, those candidates will also receive an interview. In the event there is only one candidate, the selecting official will determine if an interview is required. If any of the five (5) top candidates declines an interview, additional candidates will not be interviewed.

(3) The selecting official will evaluate and document interview responses, provide a score for each response, and then provide a total score for the interview.

(4) The resume scores and the interview scores will be added together for a total score.

(5) Normally, the selecting official will select the candidate with the highest total resume and interview score. If two (2) or more candidates end up with a tied score (the total score of the resume and interview combined), the tie breaker will be the highest total interview score. If there is still a tie, the selecting official may then select from among the tied candidates. The selecting official will document the reason(s) for selection as specified in (6) below.

(6) The selecting official writes a selection statement documenting the knowledge, skills and abilities of the selectee relating to the established criteria. The selecting official obtains approval of selection from the approving official and provides the selection statement to the respective staffing specialist.

e. Release of Employees.

1. After the required review of the action, the CPAC will make the necessary contact to offer the position and arrange a date for the selectee to report for duty.
2. Permanent Assignment (Competitive and Non Competitive). Headquarters, Joint Munitions Command (HQ, JMC) employees who are selected for a permanent position will be released to the gaining organization no later than two (2) pay periods (the pay period when the firm offer was made plus the next pay period) after a firm job offer has been extended, unless agreement between the gaining and losing supervisor

has been reached to establish an alternative date.

3. Temporary Promotion (Competitive and Non Competitive).

a. The following procedures will be used when the employee's current organization (HQ, JMC) and the gaining organization are serviced by the same CP AC.

(1) Employees selected for a temporary promotion will be released to the gaining organization no later than two (2) pay periods (the pay period when the firm offer was made plus the next pay period) after a firm job offer has been extended, unless agreement between the gaining and losing supervisor has been reached to establish an alternative date.

(2) The employee's permanent position or a different position of equivalent grade and pay (as defined in 5 CFR 335.102 (f) (1)) for which the employee is qualified will be available for the employee to return.

(3) The temporary promotion can be cancelled at any time at the HQ, JMC management discretion (if temporary promotion is internal to HQ, JMC) or the discretion of the gaining organization.

b. If the employee's current organization and the gaining organization are not serviced by the same CP AC, the organizations should agree in advance which organization will place the employee on a permanent basis at the end of the temporary promotion. If the organizations agree, the employee will be made aware of the time limit of the promotion and what organization will provide the permanent placement at the time the job offer is made. In the event the organizations cannot agree on which organization will place the employee at the end of the temporary promotion, the employee will be informed, at the time of the job offer, if HQ, JMC is not going to obligate their position (i.e., hold their position) for their return.

(1) An employee selected for a temporary promotion will be released to the gaining organization no later than two (2) pay periods (the pay period when the firm offer was made plus the next pay period) after a firm job offer has been extended, unless agreement between the gaining and losing supervisor has been reached to establish an alternative date.

(2) If the employee's current organization agrees to obligate a position, the employee's permanent position or a different position of equivalent grade and pay (as defined in 5 CFR 335.102 (f) (1)) for which the employee is qualified will be available for the employee to return.

**4. Temporary Reassignment/detail/Change to Lower Grade (CLG).
(Competitive)**

a. The following procedures will be used when the employee's current organization (HQ, JMC) and the gaining organization are serviced by the same CPAC.

(1) Employees selected for a temporary reassignment or detail or change to lower grade, through a competitive selection process, will be released to the gaining organization no later than two (2) pay periods (the pay period when the firm offer was made plus the next pay period) after a firm job offer has been extended, unless agreement between the gaining and losing supervisor has been reached to establish an alternative date.

(2) The employee's permanent position or a different position of equivalent grade and pay (as defined in 5 CFR 335.102 (f) (1)) for which the employee is qualified will be available for the employee to return.

b. If the employee's current organization and the gaining organization are not serviced by the same CPAC, the organizations should agree in advance which organization will place the employee on a permanent basis at the end of the temporary reassignment/detail/CLG. If the organizations agree, the employee will be made aware of the time limit of the reassignment/detail/CLG and what organization will provide the permanent placement at the time the job offer is made. In the event, the organizations cannot agree on which organization will place the employee at the end of the temporary reassignment/detail/CLG, the employee will be hummed, at the time of the job offer, if HQ, JMC is not going to obligate their position (i.e., hold their position) for their return.

(1) Employees selected for a temporary competitive reassignment/detail/CLG will be released to the gaining organization no later than two (2) pay periods (the pay period when the firm offer was made plus the next pay period) after a firm job offer has been extended, unless agreement between the gaining and losing supervisor has been reached to establish an alternative date.

(2) If the employee's current organization agrees to obligate a position, the employee's permanent position or a different position of equivalent grade and pay (as defined in 5 CFR 335.102 (f) (1)) for which the employee is qualified will be available for the employee to return.

5. Temporary Reassignment/detail/CLG (non-competitive)

a. External to HQ, JMC:

(1) HQ, JMC management, does not have to release employees selected through a non-competitive process for a temporary reassignment, detail or CLG.

(2) If management agrees to release an employee, the employee's permanent position or a different position of equivalent grade and pay-(as defined in 5 CFR 335.102 (f) (!)) for which the employee is qualified will be available for the employee to return.

b. Internal to HQ, JMC. If the gaining and current supervisor do not agree with the assignment, the decision will be made by the management official who is senior to both and who is common in both chains of command.

Section 17. 7. Non-Competitive/Temporary Actions

a. Details in excess of 30 days will be reported on Standard Form (SF) 52, and maintained as a permanent record in the Official Personnel Folder. The SF52 shall be required if the employee is assigned to perform duties substantially different from those normally performed, even though the job to which he/she is detailed is in the same grade and series code as the one to which regularly assigned. Details to positions with higher level duties and responsibilities will not be assigned to employees on a continuing basis with the intent of circumventing merit promotion procedures.

b. Temporary Promotions. Temporary promotions will be for specified periods of time, not less than thirty (30) days. Temporary promotions of more than 120 days will be accomplished under competitive procedures, unless an employee is eligible for and management determines to use a non-competitive source in Section 5. Any service (detail to higher grade and temporary promotions) in the previous twelve (12) months will apply toward one hundred twenty (120) day limit for non-competitive temporary promotions.

c. Temporary assignment to higher-grade positions shall normally be accomplished by a temporary promotion not to exceed one hundred twenty (120) days when the need for a temporary replacement is expected to last more than sixty (60) days, and one (1) employee is to be assigned to the position. (This does not preclude Management from detailing several different employees to the position.) The CPAC will comply with the provisions of DOD Priority Placement Program (PPP) Handbook in determining whether clearance of priority placement registrants is required. The employee must meet the minimum OPM qualification standards for the position.

Section 17.8. Priority/Re-promotion Consideration

a. Priority Consideration. Priority consideration is a non-competitive consideration awarded when an employee does not receive proper consideration for a merit promotion action. If it is determined that an employee has failed to receive proper consideration due to a procedural or regulatory violation and the resulting placement is allowed to stand, the employee must be considered for the next appropriate vacancy to make up for the consideration he/she lost; i.e., given priority consideration for the next appropriate vacancy in the same title, series, grade, and promotion opportunity for which the employee is a qualified candidate in organizations serviced by Rock Island (RI) CPAC, located on Rock Island Arsenal. When the CPAC has identified candidates entitled to priority consideration, issuing that referral list will be delayed until priority candidates are reviewed

and selected/non-selected. Non-selection of priority candidates will be for merit reasons. An employee will be entitled to priority consideration once for each time he/she was not properly considered.

b. Re-promotion Consideration. The CP AC maintains the established re-promotion program for employees demoted without cause that are entitled to grade and/or pay retention under applicable regulations.

Section 17.9. Information to Employees

- a. The local Merit Promotion and Placement Regulation will be made accessible to employees.
- b. Information about a specific vacancy announcement is available to any employee who has applied as a candidate via the automated system. Upon written request via the automated system a candidate who was not referred will be provided information regarding their nonreferral.
- c. An employee may request a discussion with a selecting supervisor regarding areas to improve in order to increase their competitiveness for future opportunities.

Section 17.10. Information to the Union

a. The following information is considered appropriate to be released to the Union, under 5 USC 7114 (b) (4). The Union will need .to submit a request in writing, to the JMC Ombudsman identifying the vacancy announcement number:

- i. Request for Personnel Action (RPA) -Sanitized of personal information
- ii. Resume/application material related to the grievant and selectee (sanitized)
- iii. Crediting Plan (initial opportunity to review hard copy only) Crediting plan may be released to the Union upon request and notification that a formal grievance is being filed.
- iv. Supervisor resume and interview scores for grievant and selectee.
- v. Referral List (Personally identifiable information redacted)
- vi. Selection statement

b. If the Union believes it has a need for information not specified in 10 a. above, it will provide the request in writing to the JMC G 1 and explain the need for and uses of the information to a representational matter as specified in Article 8. Disclosure of information will not be made unless provisions of applicable laws governing release of information to labor organizations are met, including the Privacy Act. In all cases, marital status, age, handicapped designators, personally identifiable information, etc., will be deleted or the Union will obtain prior written consent from the individual to whom the

information requested pertains. In the event the requested information is not going to be released or is not considered releasable, the Union will receive the decision in writing.

c. Time required for grievant/Union representative to obtain such information will be given due weight in determining need for extensions of time limits during any step of the grievance procedure. Requests for extension will be requested in advance.

Section 17.11. Maintenance of Promotion Records

Promotion and placement actions will be documented in an employee's official personnel folder. An employee will obtain a copy of the action through the Army's approved automated system. Required documentation will be maintained by the servicing personnel office and will be in accordance with Army record keeping system.

ARTICLE 18: VOLUNTARY ALLOTMENT OF UNION DUES

Section 18.1. Coverage

Dues withholding privileges will be extended to the Union members throughout the period of this Agreement.

Section 18.2. Employee Eligibility

An employee may, at any time, authorize an allotment from his/her pay for the payment of Union dues (the regular, periodic amounts required to maintain good standing in the Union) provided he/she meets all the following requirements: '

- a. He/she regularly receives an amount of pay that is sufficient, after legal and other authorized deductions, to cover the full amount of Union dues.
- b. He/she has voluntarily completed Standard Form (SF) 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.
- c. He/she is employed in the unit represented by the Union for which he/she authorizes payroll withholding of Union dues.

Section 18.3. Procedure

Deduction of Union dues for an eligible employee will be accomplished by the servicing Finance Office, beginning with the first pay period after receipt of the employee's properly completed and signed SF 1187, in duplicate, provided the designated official of the Union has completed and signed Section A of the SF 1187, in duplicate, certifying the amount, and has submitted such form to the Payroll Office.

Section 18.4. Amount

- a. The amount of the Union dues to be deducted each pay period will remain as originally certified on the SF 1187 by the designated Union Official until a change is made and certified by such official and the certification is submitted to the Payroll Office.
- b. Any change in the amount of an employee's regular dues with resultant change in the amount of the dues deduction of such employee per pay period will be effective with the deduction made for the first complete pay period beginning after receipt of the notice of change by the Payroll Office; or at a later date if requested by the Union. Such changes in the amount of Union dues will not be made more frequently than once each twelve (12) months. The Employer agrees to deduct back dues from employees whose allotments have been temporarily stopped due to an administrative error.

Section 18.5. Termination

- a. An employee's voluntary allotment of payment of Union dues will be terminated with the start of the first pay period following the pay period in which one or more of the following occur:

- i. Any type of separation, transfer, or other personnel action which results in the employee leaving the unit.
- ii. Loss of exclusive recognition by the Union.
- iii. Suspension or termination of the Agreement providing for dues withholding by an appropriate authority outside DOD.
- iv. Suspension or expulsion of the employee from the Union.

b. An employee's allotment for the deduction of Union dues may also be terminated by the employee submission to the employer's Finance Office of a SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. A termination of allotment under this section shall be effective with the first full pay period following 26 pay periods from the date the dues assignment was effective (received by the customer service representative) or the first full pay period in September, thereafter. The revocation must be received prior to such date. Upon effect of any such properly executed SF 1188 by the customer service representative of the employer, the employer shall immediately transmit the duplicate of such form to the designated Union official.

c. The Union will promptly notify the Payroll Office, in writing when any of its members who have authorized an allotment for payment of Union dues is expelled or suspended from the Union or ceases to be a member in good standing.

Section 18.6. Remittance

The employer, through the Payroll Office, will transmit to an addressee designated by the Union, no less than three (3) nor more than five (5) days after each payday the following:

- a. A payment to the Union in the amount equal to the total of all allotment deductions made.
- b. A list identifying the Union by name and local number which will include the name of each employee member of dues deduction, and the amount of the deduction made for each such employee member. Such list will be in alphabetical sequence.

Section 18.7. Informing Employee

a. The Union recognizes its obligation to inform and educate its members of the program for allotments for payment of dues, and the uses and availability of the required form. The Union is also responsible for procuring and distributing the prescribed allotment form (SF-1187) and for certifying the amount of its dues.

b. The employer, through the Payroll Office, agrees to maintain a supply of the prescribed form (SF-1188) for use in revoking an allotment and to make this form available to employees upon request. Written requests for revocation of allotment which are otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the prescribed form.

Section 18. 8. If Dues Deduction Not Terminated

In the event the dues deduction is not terminated, in accordance with Section 5, the employee will be responsible for notifying the Employer's Finance Office

ARTICLE 19: WORK SCHEDULES
Section 19.1 Definitions

- a. Administrative Workweek means a period of 7 consecutive 24-hour periods designated in advance, normally, Sunday through Saturday.
- b. Bi-weekly pay period means the two (2) consecutive administrative workweeks making up the Employer's regular eighty (80) hour pay period for full-time employees.
- c. Regularly Scheduled Administrative Workweek means the period within an administrative workweek within which the employee is scheduled to work.
- d. Regularly Scheduled Work means work that is scheduled in advance of an administrative workweek.
- e. Tour of Duty means the hours of a day (a daily tour of duty) and the days of an administrative workweek (regularly scheduled work) that constitutes an employee's regularly scheduled administrative workweek. The earliest an employee may report to work is 0600 and the latest their tour may end is 1800.
- f. Basic workweek means five (5) consecutive eight (8) hour days (excluding lunch periods) normally scheduled Monday through Friday.
- g. Core hours means the hours of the day that all full time unit employees must be scheduled to work as part of their daily tour of duty. The core hours are 0830 to 1430 hours.
- h. Lunch period means the portion of the workday where employees are scheduled for an unpaid meal break.
- i. Flexitour means a type of flexible work schedule in which an employee is allowed to select starting, ending and lunch times within the flexible hours or bands. Once selected and approved the tours of duty are fixed and remain in place until a change is approved by the supervisor.
- j. Compressed Work Schedule (CWS) means an eighty-hour (80) bi-weekly basic work requirement that is scheduled for less than ten (10) workdays. Once the tour of duty is approved it remains in place until a change is approved by the supervisor.
- k. Seniority means an employee's length of service as identified by the employee's Service Computation Date (SCD) for leave as maintained in the employee official personnel records.
- l. Telework allows employees to work at an alternative location. The JMC Telework Regulation 690-14 provides specific guidance regarding the telework program. Negotiated additions are contained in Article 19 and Article 20.

Section 19.2. Work Schedules

a. The Employer retains the right to establish tours of duty and work schedules. The Employer also retains the right to implement or determine changes to existing tour of duty and/or work schedules to meet mission needs. In those situations where an employee desires a specific work schedule, shift, tour of duty which cannot be approved by the Employer, the Employer shall determine the work schedule, shift, tour of duty the employee will work.

b. Headquarters, Joint Munitions Command (HQ, JMC) has two work schedules available for employees to work:

(1) **5x8 Flexitour Work Schedule (FWS)**. This work schedule consists of five (5) eight-hour days, excluding lunch, Monday through Friday. The employee must select a designated start time and lunch period each day of the week and have the schedule approved by the supervisor. There is no requirement that the start time or lunch period be the same each day. However, once a schedule is approved it remains in place until a change is requested and approved.

(2) **5/4/9 Compressed Work Schedule (CWS)**. This work schedule allows employee to complete their eighty (80) hour work requirement in nine (9) workdays, rather than ten (10). The employee will request a start time, lunch period and designate a regular day off. There is no requirement that the start time and lunch period is the same each day of the tour of duty. However, once a schedule is approved it remains in place a minimum of ninety (90) days after it is approved. After ninety (90) days the employee may request a change.

c. **Starting and Ending Times**. The regular starting time shall be no earlier than 0600 hours and no later than 0830 hours. The regular duty ending time shall be no later than 1800 hours. Starting and ending times will be coordinated with the employee's supervisor.

d. **Core Hours**. The core hours for unit employees during which all full time employees must be scheduled for work are 0830 to 1430 hours daily.

e. **Lunch Period**. A portion of the workday between 1100 and 1300 hours will be scheduled for a non-paid meal period of 30 minutes, 45 minutes, or one (1) hour duration. Lunch periods will be coordinated with the employee's supervisor.

f. **Rest Periods**. In the interest of increasing or maintaining high quality production, the employer agrees that employees shall be granted a ten (10) minute rest period during the first and second half of their shift. Employees on CWS shall be granted a fifteen (15) minute break during the first and second half of their shift. Normally, such rest breaks will be taken near the midpoint of each half of the shift. The employer shall have the right to determine when the rest periods are taken.

g. **Training** (which includes conferences) is an eight (8) hour work assignment. During the period of training or attendance at a conference, the schedule will be a 5x8 schedule with the start time of the class/conference, unless a mission need requires a different start time. Any

exceptions must be submitted and approved by the supervisor, prior to the pay period in which training/conference occurs for CWS employees, which will include an agreed upon start time. In all cases, employees who are approved to remain on CWS during the pay period in which training/conference occurs must account for 80 hours, either through work or by taking annual leave. Employees who attend training/conference locally (Locally is defined as being held on Rock Island Arsenal or in the Quad Cities) will report back to work if 1 hour or more remains in their tour of duty)

h. Anytime an employee is authorized by the Employer to work beyond the scheduled hours in a day, he/she will be compensated in accordance with law. For example, an employee who is scheduled to work nine (9) hours in a day and who is authorized to work ten(10) hours on that day will be compensated with one (1) overtime or comp time hour. Likewise, an employee who is scheduled to work one eight hour day and who is authorized to work ten (10) on that day will be compensated for two (2) overtime or comp time hours and so forth. Scheduled hours will not be adjusted solely to avoid or create overtime entitlements. Time keeping will be in accordance with present regulations.

Section 19.3. Flexitour 5x8 Work Schedules

Employees in the unit electing a FWS will coordinate their hours of work with their supervisor using the following procedures:

- a. Each employee will complete the appropriate form indicating the starting time, ending time, and designated lunch period of the desired tour of duty. Once approved, the tour of duty will remain in place until a change is submitted and approved by the supervisor.
- b. If an individual employee request cannot be approved, the supervisor will discuss the need for a different tour of duty with the employee emphasizing the job and/or mission requirements which require an adjustment to the employee's requested schedule. If unable to arrive at a mutually agreeable tour of duty, the tour of duty day shall be assigned by the supervisor.
- c. Approved tours of duty may require temporary adjustments to accommodate mission requirements. When temporary adjustments are required, the supervisor will notify the employee before the end of the tour of duty the previous day so the employee can make arrangements to report for the revised temporary work schedule.

Section 19.4. Compressed Work Schedules

Employees in the unit may request a 5/4-9 CWS. Employees electing the 5/4-9 CWS will coordinate their hours of work with their supervisor using the following procedures:

- a. Each employee will complete the appropriate form indicating the starting time, ending time, and designated lunch period of the desired tour of duty and specify over the bi-weekly pay period which days he/she proposes to be 9-hour days; which day will be the 8-hour day, which day during the pay period is proposed as the additional regular day off (RDO). The hours scheduled must total eighty hours over the bi-weekly pay period and must be scheduled as eight 9-hour days; one 8-hour day, and one additional regular day off. However, the proposed schedule may be in any order of days. While a designated start

time and lunch period is required, there is no requirement that the start time and lunch period must be the same each day.

b. If an individual employee request cannot be approved, the supervisor will discuss the need for a different tour of duty with the employee emphasizing the job and/or mission requirements which require an adjustment to the employee's requested schedule. If unable to arrive at a mutually agreeable tour of duty, the tour of duty shall be assigned by the supervisor. The specific reason(s) for denying a request will be provided to the employee in writing if requested.

c. Absent a mission requirement, first line supervisor may only approve CWS schedules and telework schedules such that no more than 25% of their total workforce will be away from the traditional worksite on the same day either due to RDO and/or telework. (Annual leave, TDY and sick leave are excluded from the 25% limitation). Approval of RDOs will have priority over the approval of a requested specified telework day.

(1) An employee's approved CWS schedule or telework schedule will not be changed due to another employee's subsequent telework request.

(2) An employee's approved CWS schedule will not be changed due to another employee's subsequent CWS request/approval.

(3) However, when an employee chooses to request a change of their CWS RDO, IA W this Article, and the requested change is approved, an employee with an approved telework day will be required to be moved in the event the mission is impacted or the 25% limitation will be exceeded by the change.

d. Approved CWS schedules will remain in place for a period of ninety (90) days. Any permanent changes to an approved work schedule must be made through use of the same procedures identified in 4a and 4b above.

e. Approved tours of duty/scheduled day off may require temporary adjustments to accommodate mission requirements. When temporary adjustments are required the supervisor will notify the employee before the end of the tour of duty the previous day so the employee can make arrangements to report for the revised temporary work schedule.

f. Employees may request a temporary change to approved CWS work schedule in advance of the pay period. A temporary change is defined as only one (1) pay period. The supervisor will consider and approve the change when the requested change will facilitate/benefit mission accomplishment. Changes to an approved work schedule will not be made during the pay period in which a holiday falls, which results in additional holiday pay. (e.g., the holiday or in lieu of holiday falls on an employee's 8-hour day and the requested schedule change would result in 9 hours of holiday pay):

g. Employees may request to temporarily change their RDO or 8-hour day to conserve sick leave in advance or within the same pay period. The supervisor will consider and approve the change when the requested change will facilitate/benefit mission accomplishment.

h. If an employee is TDY for all or a part of a pay period they will be converted to a 5x8 schedule. Any requests to remain on CWS must be submitted and approved by the supervisor, prior to the pay period in which TD Y occurs. The supervisor will consider and approve the change when the requested change will facilitate/benefit mission accomplishment. In all cases, employees who are approved to remain on CWS during the pay period in which travel occurs must account for eighty (80) hours, either through work or by taking annual leave.

i. For employees working a Compressed-Work schedule, who have a holiday which falls on a scheduled workday, the following rules apply:

(1) A full-time employee prohibited from working on a holiday or an in-lieu of Holiday, is entitled to pay for the number of hours of the compressed work schedule for the employee on that day.

(2) When an employee has three (3) consecutive days off and a holiday falls on one of those days, the following rules apply in designating an in lieu of holiday. When the holiday falls on the employee's first or second day off, the preceding work day shall be designated as the in lieu of holiday. When the holiday falls on the employee's third day off, the following work day shall be designated as the in lieu of holiday. When an employee has a scheduled off duty day, which does not provide for three (3) consecutive days off, the in lieu of holiday will be considered the preceding work day.

j. Employees working a compressed work schedule will be required to use the amount of sick or annual leave required to cover the scheduled hours in the duty day, e.g., a scheduled 9hour day will require 9 hours of leave if the entire day is taken off.

Section 19.5. Shift Work

Employees who work in continuous operations or multiple shift operations will be assigned fixed shifts:

a. The employer will assign employees to shifts to meet mission needs and balance skills across all three shifts.

b. The supervisor will consider employee preference. However, the skill requirements on other shifts and mission requirements may preclude a volunteer from being changed to the desired shift and an assignment made.

c. Employees on a shift will be able to select a 5x8 FWS or 5/4/9 CWS. The supervisor has the discretion to approve or disapprove based on mission.

Section 19.6. Religious Observance

To the extent that such modification in work schedules does not interfere with the efficient accomplishment of the mission, the employer agrees to afford individual employees the opportunity to work compensatory time and grant compensatory time off to an employee requesting such time off for religious observances. Such request by the employee shall be made in writing no later than five (5) workdays in advance of time off. Any of the overtime hours to be used for compensatory time shall be worked prior to the absence.

ARTICLE 20: TELEWORK

Section 20.1. General. All telework eligible employees will be permitted to participate in regular and recurring telework within the limits imposed by JMC Regulation 690-14 and this agreement. To the degree that the terms below are inconsistent with the JMC Regulation, the parties intend to follow the agreement.

Section 20.2. Regular and Recurring Participation Parameters

- a. Employees will submit their telework request to the first line supervisor for review of eligibility and consideration for approval during the first full pay period each January.
- b. The supervisor will consider the mission requirements, organizational requirements, needs of the office, to include office coverage, in addition to the position and employee eligibility criteria in JMC Regulation 690-14 to determine the appropriate day of the week to approve as the employee's designated telework day.
- c. First line supervisors may only approve Compressed Work Schedule (CWS) Regular Day Off (RDO)/telework schedule such that no more than 25% of their total workforce will be away from the traditional worksite on the same day. Leave, training or TDY is excluded from the 25% requirement.
- d. Approval of RDOs will have priority over the approval of a requested telework day.
- e. An employee's approved work schedule or telework schedule will not be changed due to another employee's subsequent telework request. However, in the event that an employee changes their CWS RDO IAW Article 19, section 4, another employee with an approved telework day may be required to move it in the event the 25% limitation is exceeded by the change.
- f. Telework schedules may be changed/cancelled as provided in JMC regulation 690-14.
- g. Employees may request telework on any day of the work week.
- h. Regular and Recurring telework will be limited to one (1) day per week.

Section 20.3. Telework Requests for Temporary Medical Conditions

Temporary Medical Condition. Medical telework is a type of situational telework that is available, when approved, for an employee when a temporary medical need (such as recovery from a medical treatment) prevents the employee from working at the traditional worksite, but does not render the employee incapable of fully performing all job duties.

- a. When requesting a telework schedule due to temporary medical reasons beyond what has been previously approved or authorized for the position, an employee may request to participate in a temporary telework schedule under the following provisions:

(1) Eligibility requirements for medical telework remain the same as all other telework. This means that both the position and the employee must be eligible to telework IA W the provisions of JMC policy 690-14. There must be sufficient work, at the employee's grade level, performing their job duties, that can be performed from an approved alternative location to the extent specified in the request. There cannot be negative impact to the mission, service to customer, workload or increase costs.

(2) Medical telework may be available as a single continuous period of time (short-term) or intermittently on a short term basis, depending upon the medical needs. Medical telework requests must identify the specific duration or dates of requested telework. However, medical telework is only available to the extent there is work, at the employee's grade level, that can be performed from an alternative location, as determined by the employee's supervisor.

(3) Medical telework is only appropriate for temporary, short-term medical needs. It is expected that medical telework will not last longer than three (3) consecutive months. Supervisor may approve extensions up to three (3) additional months. Long term medical or indefinite medical needs are not appropriate for medical telework under this provision.

(4) Employees seeking medical telework will be required to submit medical documentation that identifies the medical need to work from an alternative site and the expected duration of the medical telework need. In addition, the documentation must certify that the employee can perform work at the alternate telework location.

(5) First-line supervisors will review medical telework requests to determine whether the employee and the medical documentation in accordance with Section 20.3a (4) meet the eligibility requirements of temporary medical telework identified in this section. Once that determination has been made, the supervisor will review the requested schedule to determine whether the requested schedule can be approved in whole or in part. The first-line supervisor must approve the requested schedule prior to the employee beginning to telework.

(6) Once approved, the employee will need to sign a telework agreement. Medical telework may be cancelled at any time due to employee ineligibility, insufficient workload that can be performed at the alternative locations, or mission needs. The employer will endeavor to provide notice by the end of the previous work day.

(7) Any employee who is disapproved for a medical telework requested under this provision, or whose original request was not approved in its entirety, may request a

reasonable accommodation if he/she believes telework is necessary as a reasonable accommodation.

b. Telework for FMLA approved chronic/long term conditions. Medical telework is not an appropriate substitute to FMLA leave. Telework is not appropriate during periods when the employee is incapacitated. Employees who have an approved Regular and Recurring telework schedule may request a separate telework agreement where they request the ability to flex their assigned telework day with prior supervisor approval. This flexibility will not last longer than three (3) months. Supervisor may approve an extension up to six (6) months. The employee may request an additional extension. The supervisor will review the additional requested extension for approval/disapproval. It is expected chronic and/or long term conditions will be addressed through the established reasonable accommodation process.

Section 20.4. Telework as a Reasonable Accommodation

When telework is requested as a reasonable accommodation due to a disability, the request and any processing requirements shall be IA W the JMC's reasonable accommodation request procedures.

Section 20.5. Temporary Suspension from Telework Participation (In addition to those in current JMC Regulation 690-14)

If a supervisor determines that an employee has not demonstrated the characteristics necessary to participate in telework, such as time management, ability to work independently, trustworthiness, performance and/or his/her productivity is not maintained an expected level, the supervisor may temporarily discontinue the employee's telework arrangement for three (3) pay periods.

Section 20.6. Telework Due to Unexpected Circumstances

a. In the event employees are precluded from working at their traditional worksite location; e.g., building, floor and/or bay due to unexpected infrastructure outages, management has the right to exercise any or all of the following provisions:

1. Management may excuse affected employees from duty.
2. Management may find an alternative work location for affected employees to perform work at the traditional site, i.e., Rock Island Arsenal.

3. Management may require employees approved for telework to work at their alternate site for a specified period of time.

Section 20. 7. Implementation and Re-Opening Provision

- a. The parties implemented these provisions the first full pay period in January 2015.
- b. If either party provides written notice to the other between nine (9) months and eighteen (18) months, after the implementation of this agreement that the expanded participation is

impacting mission operations, and/or increasing the cost to HQ, JMC, the parties agree to confer. If agreement is not reached, the parties will negotiate the telework participation percentage level.

c. In addition, if either party provides notice to the other either sixty (60) days before through sixty (60) days after January 2017, the parties agree to confer on participation levels. If agreement is not reached, the parties will negotiate the telework percentage levels.

ARTICLE 21: OVERTIME/COMPENSATORY TIME

Section 21.1. Overtime Assignments. Overtime/compensatory time must be ordered and approved in advance to perform mission requirements. Overtime/compensatory time assignments will be made as follows:

a. The employees who are normally assigned to perform the duties will be given first opportunities to work overtime/compensatory time.

b. Individual employees will not be forced to work overtime/compensatory time against their expressed desires so long as full requirements can reasonably be met by other qualified employees willing to work.

c. In the event full requirements are not met, management will direct an employee to work overtime who Management deems has the necessary technical competence to complete mission requirements in the most efficient manner.

Section 21.2. Failure to Report

Employees who have been directed, or have agreed, to work overtime in accordance with this Agreement, but fail to report to work at the assigned overtime shift, must report within one-half (1/2) hour after the beginning of the shift to their supervisor, stating the reason for their inability to work their assigned overtime shift. If the employee does not call in or have an acceptable reason, he/she may be subject to disciplinary action.

Section 21.3. Call Back

Employees called back on unscheduled overtime shall receive two (2) hours pay at the overtime rate regardless of, the actual time worked during this two (2) hour period.

Section 21.4. Compensatory Time

Compensatory time is time off during a basic workweek granted to employees in lieu of payment for overtime. Compensatory time is always subject to Management approval in advance. All employees will receive overtime pay or compensatory time for work performed beyond normal duty hours, which is officially ordered and approved. Such compensation shall be awarded under controlling regulations and/or laws.

Section 21.5. Records

Overtime worked will be maintained in AT AAPS or current timekeeping database.

Section 21.6. Compensation

In all cases, employees will be compensated for work performed in accordance with Law.

ARTICLE 22: ANNUAL AND SICK LEA VE
Section 22.1. General Provisions

- a. Employees have a responsibility to request leave in advance when circumstances are known to the employee such as annual leave for vacation or scheduled doctor/dentist appointment, out -patient treatments or tests and examinations, etc. Annual Leave requests for unexpected reasons will be approved or disapproved on a case by case basis. Sick leave requests will be addressed in accordance with 5 CPR 630.401, Subpart D.
- b. Supervisors will establish call -in procedures, that employees are expected to use when leave is requested in unexpected circumstances and distribute to employees. The call-in procedures will contain a primary and alternative contact and designated time to call. If the employee calls these numbers and does not reach a person, they will leave a call back number where they can be reached. Calling in to request leave does not confer approval.
- c. Supervisors may establish specific call in procedures to address an individual's circumstances.
- d. Employees have an obligation to call in daily when unable to report to duty, unless other arrangements have been made with supervisor.
- e. The leave request will be submitted the first day after an employee returns to duty. The supervisor/timekeeper can specify a time which a leave request has to be submitted to ensure certification.
- f. If there is a question of propriety of the requested leave or additional information is necessary before acting on the leave request, the supervisor will discuss with the employee after receipt of the leave request. Any leave denial will be documented in writing and provided to the employee, upon request.
- g. Approval of Leave and Leave Records. Only an employee's immediate supervisor, or their designated supervisory representative, will have authority to approve use of leave. Management representatives, or employees who have been assigned duties which cause a legitimate business "need to know" will be the only individuals with access to leave records. Under no circumstances will employees, other than supervisors or designated supervisory representatives (acting supervisors), have the authority to grant leave.

Section 22.2. Annual Leave

Employees shall earn and accrue annual leave in accordance with applicable laws, rules and regulations. The Employer retains the right to approve/disapprove annual leave based on workload/mission requirements. If annual leave is disapproved or needs to be rescheduled, the employee will consult with the supervisor to find a time to reschedule annual leave based on workload and mission needs.

a. When applications for leave are submitted, normally the supervisor shall give notification of disposition within two (2) workdays. The employee may request the status of approval.

b. When an application for leave has been submitted, approved, and signed by the responsible supervisor, such leave shall not be cancelled by the supervisor except for mission reasons. At the request of the employee, cancellations for mission reasons will be in writing and will include the reasons.

c. In instances where an employee already has leave approved and other employees are requesting leave for the same period, the employee with leave approved will not be changed, unless there is a mission requirement. The supervisor will review the additional request for leave and determine whether to approve based on mission/workload requirements.

d. Supervisors will consider requests for annual leave for observance of religious holidays.

Section 22.3. Sick Leave

a. Employees shall accrue sick leave in accordance with applicable laws and regulations. Supervisors will administer sick leave requests in accordance with 5 CFR 630.401, Subpart D.

b. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties by an illness or injury, or in other circumstances as set forth 5 CFR 630.401(a) to include receiving a medical, dental or optical exams, attending to family member receiving a medical, dental or optical exam or care of family member who is incapacitated by a medical or mental condition.

c. When an employee becomes sick or incapacitated on the job, he/she shall notify the supervisor or their acting supervisor. If the employee has a health emergency, and the supervisor is not available, he/she will notify a co-worker prior to leaving the work area. The co-worker will then notify the supervisor.

d. An approved absence, which would otherwise be chargeable to sick leave, may be charged to annual leave if requested by the employee and approved by the supervisor. The supervisor will provide written justification for any denial of such request. The employer will consider requests for LWOP.

Section 22.4. Advanced Sick Leave and Annual Leave

a. The Employee may request advanced sick leave of up to 240 hours. Requests for advanced annual leave is limited to the balance to be earned during the remainder of the leave year.

b. The supervisor will evaluate all requests for advanced sick or annual leave on the merits of the specific request and without regard to factors such as age. The supervisor has the discretion to approve or disapprove requests for advanced leave.

c. The supervisor will provide the employee, in a timely manner, with reasons why requests are modified or refused.

Section 22.5. Sick Leave Control or Abuse

The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so that it will be available to them in case of extended illness. The following procedures will be utilized for the purposes of control of sick leave or sick leave abuse:

a. Employees approved for sick leave under the Family and Medical Leave provisions, in accordance with 5 CFR 630 Subpart L, are excluded from sick leave control.

b. Sick Leave Control. Normally, employees will be informally counseled and given an opportunity to correct and explain their sick leave usage in a private setting prior to any formal actions being taken.

c. Sick Leave Abuse.

(1) When management has determined that an employee is abusing sick leave, management will formally counsel an employee in private. The abuse will not be based solely on the number of hours used by an employee. Management may initiate a formal counseling without first conducting an informal counseling.

(2) Employees will be given a written notice of leave restriction, when the employee uses sick leave, without medical certification, after a formal counseling session. The employee will be informed that a doctor's certificate must be furnished to verify any request for sick leave. The requirement will be in effect for a 90 day period. At the end of the 90 day period, the requirement will be extended or terminated by the supervisor based upon the supervisor's assessment of whether the restriction has served its purpose to correct sick leave abuse. Such notifications will be in writing; however, the notification will not be filed in the Official Personnel File.

d. Flagrant Abuse. In the event of flagrant abuse of sick leave, the employee will be given a written notice of leave restriction at the same time of the formal counseling session.

Section 23.1. Approval of Leave and Leave Records

An employee's immediate supervisor, or their designated supervisory representative, will have authority to approve use of leave. Management representatives or employees who have been assigned duties which cause a legitimate business "need to know" will be the only individuals with access to leave records. The Parties recognize the need to maintain confidentiality of such records in accordance with Law. Under no circumstances will employees other than supervisors or designated supervisory representatives (acting supervisors) have the authority to grant leave.

Section 23.2. Registration and Voting

Employees scheduled to work on any election day, and who are also eligible to vote in such an election, may be excused without charge to leave or loss of pay as follows:

- a. As a general rule, when the polls are not open at least three (3) hours before or after an employee's regular hours of work. He/she may be granted an amount of excused leave which will permit him/her to report for work three (3) hours after the polls open, or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.
- b. Employee's request will be made on the Monday preceding Election Day, directed to their immediate supervisor so that he can make appropriate plans to reschedule his workload.

Section 23.3 Union Requests. Upon request of the Union, employees who are selected to serve in the capacity of Union Representative or Officer representing government employees, which would require absence from the job, may be granted annual leave or leave without pay for a period of one (1) year, subject to Management's consideration of mission requirements.

Section 23.4. Blood Donation

Employees may be excused from work without charge to leave to donate blood. Employees must be at work for the period prior to being excused for blood donation. A maximum total of 12 hours of excused absence will be authorized for this purpose during the leave year. The employee will not be granted excused leave for blood donation more than 4 times per year. The maximum excusable time will not exceed four (4) hours for any one instance, to include travel time to and from the donation site. This limitation includes plasma donation. However, the employee, with supervisor approval, can use the excused absence in any combination that does not exceed 4 times per year and/or 4 hours for any one instance include travel time to and from the donation site; e.g., an employee can donate blood 4 times per year and utilize 3 hours of excused absence; an employee can donate 3 times per year and utilize 4 hours of excused absence; or an employee can donate 2 times using 4 hours excused leave and 2 times using 2 hours of excused absence on each occasion, for a total of 12 hours per year. The only exception is if the Agency (defined as an appeal from Department of Anny, or Joint Munitions Command) appeals for donors due to an emergency situation. Employees who elect to donate for their own medical purposes may request sick leave. Blood donor leave is not appropriate for these donations.

Section 23.5. Court Leave

- a. Court leave is an authorized absence without charge to leave or loss of pay of an employee from his/her work status for jury duty, or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of a 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.
- b. If an employee is excused or released by the court for any day or a substantial portion of a day (two (2) hours or more), he/she is expected to return to duty. Provided the return would not cause the employee hardship because of the distance from home, duty station, and the court. Employees so excused or released shall contact their supervisor for determination. Failure to return to duty when directed may result in a charge to annual leave, leave without pay, or absence without leave.
- c. If an employee is subpoenaed to appear in civil court as a defendant or witness, leave will be handled in accordance with applicable law and regulation.

Section 23.6. EAP Leave

Appropriate leave will be requested and approved IA W Annual and Sick leave article.

Section 23.7. Emergency and Weather

- a. When circumstances of an emergency and/or weather exists employees may be granted liberal annual leave.
- b. When the Employer determines an emergency dictates the closing of the installation, employees shall be informed of such closing in the most expeditious manner practicable including radio, T. V., other media.
- c. When the installation is closed and employees are required to remain at the work station due to exigencies of work, and are unable to depart, they shall be compensated in accordance with applicable regulations.

Section 23.8. Barge Delay

An employee may be excused up to 30 minutes without loss of pay, when barge traffic impedes government bridge access

Section 23.9. Group Dismissals

In the event of extreme adverse weather conditions, breakdown of equipment, environmental pollution/conditions, or acts of God, and the Employer has decided excused leave is in order, employees may be excused without charge to leave or loss of pay as authorized by regulations.

Section 23.10. Shutdown.

- a. The Employer may exercise its discretion to shut down operations for all, or a portion of its activities for up to forty (40) hours in a calendar year. Employees shall be required to

use annual leave, and/or leave without pay, to cover the period of the shutdown. The Employer agrees to authorize an advance of annual leave to cover the period of the shutdown, limited to the amount of annual leave that the employee would earn during the remainder of the leave year, or any combination thereof.

b. Excluded from this provision are shutdowns of an emergency nature required by acts of God, or emergency situations, such as loss of utilities, etc. Likewise, this shall not be construed to limit Management's right to lay off employees through furlough.

c. Normally the Union will be notified at least sixty (60) calendar days in advance for scheduled shutdown of two (2) workdays or less and one hundred twenty (120) calendar days in advance for a scheduled shutdown of more than two (2) workdays. The period of shutdown will normally coincide with a holiday period; e.g., Christmas, Thanksgiving, Independence Day, etc. In order to receive holiday pay, an employee must be in a pay status the day before or after the holiday.

d. The Parties agree that in case of any of additional holiday or administrative leave granted by Presidential decree for any period for which the employee has been required to take annual leave or LWOP, the Employer agrees to convert an equal amount of time from annual leave to administrative leave or holiday pay, as appropriate, to the extent that such conversion is permitted by Law, Rule, or Regulation.

e. Employees may have their annual leave or LWOP converted to sick leave for all or a portion of the shutdown, if acceptable supporting evidence is submitted to the supervisor.

f. In the event that a portion of the bargaining unit is needed to work during the period of the shutdown, the following procedures will apply:

(1) The Employer will post the staffing needs as far in advance as possible, normally not less than two (2) pay periods prior to the shutdown.

(2) All employees in the needed classifications (i.e., title, series, and grade) and cost center will be given the opportunity to volunteer to work. In the case when there are more volunteers than are needed, selection of employees to work will be made in the order of seniority (SCD).

g. If there are insufficient volunteers available, employees will be assigned to work the period of the shutdown by inverse order of seniority SCD.

h. Employees called in to work during a shutdown period will be paid in accordance with law.

Section 23.11. Temporary Closure of Entrance

In the event an access gate onto the installation is scheduled to be temporarily closed employees will be granted up to 15 minutes excused absence, for the first 5 work days. If the entrance opens within the first 5 workday the excused absence will no longer be authorized. After 5 workdays, if the access gate remains closed, employees will be authorized to "flex" their start time until the

entrance reopens. Employee will complete their scheduled tour of duty of either 8 or 9 hours once they arrive. In no case will an employee who utilizes this flexibility start work prior to 0600 and/or work later than 1800.

ARTICLE 24: SAFETY AND HEALTH

Section 24.1. General

Rock Island Arsenal Regulation (RIAR) 385-10, The Occupational Safety and Health Program at Rock Island Arsenal shall serve as the local implementation of the policies, responsibilities, and procedures required by higher authority, and Department of Labor Rules and Regulations, Chapter XVII of Title 29. The Employer shall make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate to that end and encourage employees to adhere to the established safety regulations and otherwise perform respective duties in a safe manner.

Section 24.2. Safety and Occupational Health Council (SOHAC)

As long as the installation maintains a committee responsible for aiding in the establishment of the installation safety program and determining its adequacy, effectiveness and methods of improvement, the Union shall designate one (1) member to serve on the committee. The SOHAC will review the personal injury experience of the installation and the potential hazards that might cause injury, and will attempt to devise ways and means to eliminate unsafe acts and to correct unsafe mechanical and physical conditions. A copy of the minutes of SOHAC meeting shall be provided to all committee members.

Section 24.3. Workplace Inspections

- a. All work places will be inspected periodically by garrison safety and health personnel.
- b. Inspections will be conducted by supervisors at least annually, including office spaces and similar work places where there is minimal risk involved.
- d. Upon receipt of a "Notice of Unsafe or Unhealthy Working Condition", issued as a result of an inspection from RIA Garrison Safety Office, a copy of the notice will be posted, unedited, at each place such condition exists or existed. Each notice will remain posted until the unsafe or unhealthy working condition has been abated, or for three (3) working days, whichever is later.

Section 24.4. Posting

The Employer shall permanently post Department of Labor (OSHA) posters on official bulletin boards, informing employees of protections and obligations provided for in OSHA and Executive Order 12196.

Section 24.5. Operation of Equipment

Management will make every reasonable effort to assure that normally, only qualified employees, or employees in training, will be permitted/required to operate equipment or perform duties which could be self-injurious or injurious to other employees.

Section 24.6. Facilities

Management will make every reasonable effort, within JMC control, to provide adequate lighting, heating, and ventilation in work areas, and normally, shall not require employees to work in overly

crowded, dark or unventilated areas. If it is determined that heat, light, ventilation and space are not adequate in any work area IA W applicable code or regulatory requirements, corrective action will be initiated by Management within a reasonable time period and subject to available resources.

Section 24. 7. Employee Awareness

In the course of performing their assigned duties, employees should be able to unsafe practices, equipment and conditions, as well as environmental conditions in their immediate area which represents suspected health hazards. If an alleged unsafe or unhealthy condition is observed, employees shall report it to the immediate supervisor. If the safety question is not settled at this time, the matter will be referred to the director/staff office chief if the safety question remains unsettled, it will be entered into the grievance procedure at the third step.

Section 24. 8. Request for Inspection

Employees and Union officials should make every effort to resolve complaints through the procedures of Section 7. However, any employee or Union official who believes that an unsafe or unhealthy working condition exists in any workplace is authorized to request an inspection of the workplace by the RIA Garrison Safety Office. If the workplace is inspected due to a complaint, the Union shall be afforded the opportunity to accompany inspecting officials. Copies of all reports generated (if any) from inspections shall be forwarded to the Union will. Employees will not be subject to restraint, interference, coercion, discrimination, or reprisal by virtue of reporting unsafe conditions. Activities protected include the filing of reports of an unsafe or unhealthy working condition, or any right afforded by OSHA and Executive Order 12196.

Section 24.9. Employee Injuries and Illnesses

- a. Employees will, if physically able, report all injuries received on the job immediately to their supervisors.
- b. The supervisor or Program Compensation Program Administrator (ICPA) in CPAC shall provide the employee with a CA-1 for traumatic injuries or Form CA-2 for occupational diseases and shall recommend the employee go to the U.S. Army Health Clinic for treatment, but the employee may select their treating physician. However, treatment of injured employees will not be delayed due to unavailability or lack of completion of the form.
- c. Employees, temporarily unable to perform their regularly assigned duties because of illness or injury, but are capable of returning or remaining in duty status will, when possible, be detailed to work assignments compatible to their physical condition or their regularly assigned duties will be temporarily tailored to the physical limitations. Management may consider telework due to worker's injury, consistent with doctor's medical information, restrictions and release to work.
- d. In the event of a work-related injury, during the employee's duty hours, work-time lost by the employee on the day or shift on which the injury occurred, will be excused without charge to leave to receive treatment. If the injury disables the employee for work beyond the day when the injury occurred, the employee will be advised of and assisted with, the

provisions of the Federal Employees' Compensation Act regarding use of leave, or salary continuation by the employee's supervisor(s) or representatives from the Civilian Personnel Advisory Center.

Section 24.10. Medical Examinations

Will be in accordance with 5 CFR Part 339, Subpart C.

Section 24.11. Health Services

a. The Employer shall provide the following health services, if job related, to affected unit employees:

i. Required immunizations necessary to safeguard the health of employees in the course of their job related duties.

ii. A physical examination.

iii. A hearing conservation program for employees in designated hazardous noise areas, to include providing equipment that will mitigate or reduce noise to a level that is within regulatory standards.

iv. A vision conservation program for employees in designated eye hazard areas to include providing equipment for eye protection.

v. IAW DODI 6055.1, employees who have been exposed to potential physical, chemical, or biological occupational health hazards above the industry standard will receive periodic medical surveillance.

vi. Prompt medical treatment for employees who are injured or become ill on the job.

vii. Ambulance service will be available should the circumstances warrant. In the event ambulance service is not available, the parties will negotiate as appropriate.

b. The Employer may offer CPR/AED training on a periodic basis for unit members. Availability of funds is a factor when this training may be held and how many employees may be approved to attend. The Employer may also provide training and education on healthy behavior. When applicable, the employee has the responsibility to request approval from his/her supervisor to attend.

c. The CG has the authority to approve the use of telework during a national or regional health emergency. The CG will determine the length of time and schedule available for telework for this reason.

Section 24.12. Occupational Health and Safety Training

Management recognizes the need for training regarding occupational health and safety to ensure employee safety and a minimum loss of work time due to injuries.

Management will inform all employees of safe working habits and practices appropriate for their job.

Section 24.13. Union Safety Representative

The employer agrees to provide safety/health training to an individual designated by the Union to serve on SOHAC. When formal training is being offered locally, the Union designee may be included in the training if he/she has not had recent training of this type. The Union will request training IA W Article 7, Section 7.5.a (3).

Section 24.14. Hazard Pay

In accordance with applicable laws and regulation, an employee will receive hazard pay differential for any period in which he/she is subjected to physical or hazard not usually involved in carrying out the duties of his/her position.

Section 24.15. Medical Records

The confidentiality and access of medical records will be in accordance with applicable federal statutes and government wide regulations.

Section 24.16. Required Safety Equipment

The Employer agrees to bear the full expense of all special tools, clothing and equipment that employees are required to use in the performance of their duties.

ARTICLE 25: USE OF OFFICIAL FACILITIES AND SERVICES

Section 25.1. General

Use of all facilities and services provided under this Agreement shall be at the cost of the Employer, unless otherwise stated.

Section 25.2. Union Office

- a. The Employer agrees to authorize the use of excess office space, as available, at no charge to the Union for the purpose of the conduct of representational business as authorized under the terms of this agreement. Any other use would be limited to infrequent meetings necessary for the conduct of the Union business (internal to Union) during non-duty hours. The Employer further agrees not to terminate use of the authorized office space utilized by the Union without adequate advance written notice (Normally 90 Calendar Days). The Employer agrees to provide the Union with an opportunity to bargain over any proposed change as appropriate.
- b. The Employer agrees to make available to the Union office furniture and equipment, if surplus to the needs of the Employer, for use in the Union office. The agency will provide one phone line and internet connection and the senior Union official (utilizing 100% time) will be authorized to use government furnished computer in Union office to conduct JMC representational business. In addition, the Union may rent or purchase other services and equipment from the local commercial telephone companies or other commercial vendors. If connecting Union equipment to a government communication system, the proper authorization will be received in advance.
- c. The office will be cleaned by the Employer's janitorial service, subject to the Union providing accessibility to the Employer on a five day a week basis.

Section 25.3. Resources Available/or Union Use

- a. The Union will be allowed to place one medium size bulletin board (approximately 4' by 4') to be located near the entrance of the Union office for the Union's use to post notices and literature.
- b. The Employer will establish an open share point site (or current enterprise collaboration tool) for the Union to post notices and literature for bargaining unit employees.
- c. The Union shall maintain bulletin board and SharePoint site. Posting to the bulletin board or SharePoint will be limited to the JMC Union officers and they shall be responsible for all material posted. Both resources are considered workplace forums and therefore, it is expected the material posted is intended to inform bargaining unit employees and the Union will not post material that contains FOUO material that violates the Privacy of other employees, contain Personal Identifiable information, impact the security of JMC, contain partisan political activity and/or is libelous.

d. Concerns of the Employer regarding Union posting (electronic and/or on bulletin board) will be discussed with the Senior Union Officer prior to any denial of use or removal.

e. The internal mail/email distribution system of the Employer shall be available for reasonable use by the Union in connection with its representational duties.

f. The Union stewards shall be afforded reasonable use of the Employer's copy machines, fax machines, computers, etc. for conducting its business related to its representational duties except as otherwise identified in this Agreement.

g. Failure to meet the obligations and responsibilities of this Article may result in loss of resources.

ARTICLE 26: OFFICIAL TRAVEL AND PER DIEM
Section 26.1. Travel Conditions

When travel is required as part of an employee's assignment, the desires, convenience, and comfort of the employee will be solicited and will be considered. Any excess cost to the Government resulting from expressed desires of the employee will not be authorized however, the employee may bear such expense and any additional liabilities on his/her own. Employees will not be required to travel in Government aircraft or nonscheduled commercial aircraft without their consent, except as provided in Joint Travel Regulations. Any employee required to travel, by the Employer, will be expected to exercise the same care in incurring expenses that a prudent person would exercise when traveling at his own expense. Any employee who is required to travel in performance of their duty must agree to travel by air as a normal mode of transportation except when medical reasons preclude air travel and is supported by a medical certificate. Additional exception to required air travel method would be if employee can show cost savings to Government or agency by employing an alternate method of transportation other than air travel that will allow mission accomplishment.

Section 26.2. Excused Absence Prior to TDY and Return from TDY

a. When traveling by air, Employees may be excused from duty, without charge to leave, up to two (2) hours prior to the scheduled flight departure time to ensure the security requirements of the airport are met. Upon return from TDY, regardless of travel method, if less than two (2) hours remains in the employee's tour of duty, the employee is excused, unless directed by the supervisor to return to work for a mission related reason. However, if two (2) hours or more remain in the employee's tour of duty, the employee must return to duty or take leave.

b. If an employee is directed by management to travel between 2400 and 0600, employees will be granted an 8-hour rest period prior to reporting to duty at PDS, subject to mission requirements. The rest period begins at the time of departing from destination airport. This provision is not applicable if the employee volunteers to return during this period or a delay outside the employee's control would have the employee return to PDS between 2400-0600 and the employee elected to continue to travel.

c. **OCONUS Travel:** If the employee traveled more than 14 continuous hours, as defined by the JTR, and the employee landed at the PDS during their normal tour of duty, the employee will not be expected to report back to work until the next duty day, subject to mission requirements.

Section 26.3. Travel Time

Travel between 2400 and 0600 will be in accordance with the Joint Travel Regulation (JTR). A traveler should not be required to use a carrier that requires beginning travel between 2400-0600, if there is a more reasonable schedule that meets the mission requirements.

Section 26.4. Travel Delay

If the employee is delayed due to circumstances beyond his/her control, and the employee believes the delay will require a different mode of transportation to reach TDY site or permanent duty station (PDS) or requires him/her to seek shelter, the employee will contact the supervisor during the supervisor's tour of duty to gain permission. If delay is after duty hours, the employee will leave a number where he/she can be reached with the travel plans. The employee will provide written justification to the supervisor upon return to validate their decision. The voucher will be approved or returned to the employee to make required changes.

Section 26.5. Travel Schedule

If an employee is TDY for all or a part of a pay period, he/she will be converted to a 5x8 schedule. Any requests to remain on CWS must be submitted and approved by the supervisor, prior to the pay period in which TD Y occurs. The supervisor will consider and approve the change when the requested change will facilitate/benefit mission accomplishment. In all cases, employees who are approved to remain on CWS during the pay period in which travel occurs must account for 80 hours, either through work or by taking annual leave.

Section 26.6. Notice for Travel

Employees will be given the maximum amount of advance notice that mission permits.

Section 26.7. Use of Government Quarters

- a. The Joint Travel Regulation (JTR) will be followed when determining if the employees is required to use government quarters.
- b. When a specific lodging accommodation is specified by the organization that is funding the TDY, the employee is expected to use that lodging accommodation. If the employee does not, the employee is responsible for the lodging costs that have not been authorized/funded.

Section 26.8. Compensatory Time Off for Travel

- a. The parties agree to follow the provisions of 5 CFR 550, subpart N to determine an employee's entitlement to travel compensatory time. References below to travel compensatory time are intended to provide information to the bargaining unit and are not intended to negotiate different contractual requirements than those contained in 5 CFR 550, part N.
- b. An employee will be credited with compensatory time off for time in a travel status if the employee is required to travel away from the official duty station and the travel is not otherwise compensable hours under other legal authority.
 1. Travel status includes:
 - a. Time spent traveling between the official duty station and a temporary duty station.
 - b. Time spent traveling between the two temporary duty stations.

c. The usual wait time that precedes (waiting for initial flight) or interrupts such travel (waiting for connecting flights), subject to exclusion of extended wait time where employee is free to rest, sleep or otherwise use the time for their own purposes. Usual wait time are within the sole and exclusive discretion of the employing agency.

2. Time in a travel status ends when the employee arrives at the duty worksite or his/her lodging in the temporary duty station wherever the employee arrives first. In addition, employees are not eligible for travel compensatory time during the following situations:

a. Time spent in a temporary duty station between arrival and departure.

b. Travel time in connection with an employee's permanent change of station is not time in a travel status.

c. When traveling between his or her home and a temporary duty station outside the limits of the employee's official duty station, the travel time the employee would have spent in normal home to work or work to home commuting is not creditable as time spent in a travel status.

d. In the case of an employee who is offered one mode of transportation and who is permitted to use an alternative mode of transportation, or who travels at a time or by a route other than that selected by the agency, the agency must determine the estimated amount of time in a travel status the employee would have had if the employee had used the mode of transportation offered by the agency or traveled the time or by the route selected by the agency. In determining time in a travel status under this subpart, the employee will receive the lesser of the estimated time in a travel status or the actual time in a travel status.

e. In the case of an employee who is on a multiple day travel assignment and who chooses, for personal reasons, not to use temporary lodgings at the temporary duty station, but to return home at night or on a weekend, only travel from home to the temporary duty station on the first day and travel from the temporary duty station to home on the last day that is otherwise qualifying as time in a travel status IA W 5 CFR 550, subpart N is mandatorily creditable (subject to the deduction of normal commuting time). Travel to and from home on other days is not creditable travel time.

f. If an employee is required to travel between home and a transportation terminal (e.g. airport or train terminal) within the limits of his or her official duty station as part of travel away from that duty station, the travel time outside regular working hours to or from the terminal is considered to be equivalent to commuting time and is not creditable time in a travel status. If the transportation terminal is outside the limits of the employee's official duty station, the travel time to or from the terminal outside regular working hours is creditable as time in a travel status, but is subject

to an offset for the time the employee would have spent in normal home to work commuting. If the employee travels between a worksite and a transportation terminal, the travel time outside regular working hours is creditable as time in a travel status and no commuting time offset applies.

g. Travel involving two or more time zones. When an employee's travel involves two or more time zones, the time zone from the point of first departure must be used to determine how many hours the employee actually spent in a travel status for the purpose accruing travel compensatory time.

Section 26.9. Documentation and Authorization for Travel Compensatory Time

Prior to TDY, anticipated travel compensatory time will be requested, based on the tour of duty and itinerary. Upon completion of travel, the employee will submit actual travel compensatory time for approval.

Section 26.10. Travel Compensatory Time Procedures

a. Employee's tour of duty to perform the mission during TDY will be established prior to the start of the administrative work week. Once established, the work schedule will not be changed solely to avoid accrual of travel compensatory time. Employees will make every effort to travel within normal duty hours as much as possible.

b. With management approval, employees may choose to travel outside of non-duty hours to avoid an additional overnight stay. Travel compensatory time will be earned for the time spent in travel status, if otherwise not compensated.

c. Employees may not earn travel compensatory time during basic (non-overtime) holiday hours because the employee is entitled to his or her rate of basic pay for those hours. Travel compensatory time may be earned by an employee only for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable.

d. Meal times are creditable toward travel compensatory time. The meal time must occur during non-duty hours to be eligible for travel compensatory time. Meal periods will be limited to 30 minutes.

e. Employees have 26 pay periods to use travel compensatory time earned.

f. Travel compensatory time is lost unless it is used within 26 pay periods of when it was earned.

g. Travel compensatory time is used in the same chronological order as it was earned.

h. Those employees called up to active duty will have travel compensatory time held until their return, upon which time they will have 26 pay periods to use earned travel compensatory time.

Section 26.11. Use of Government Charge Card

a. The Government Travel Charge Card (GTCC) will be used by all bargaining unit personnel to pay for costs related to official Government travel.

b. All card holders must adhere to all Agency regulations and procedures concerning use of the GTCC, and the GTCC contractor's cardholder agreement and terms and conditions of use. The employee will sign a statement of understanding regarding their responsibility with respect to the use of the government charge card.

ARTICLE 27: TRAINING

Section 27.1. General.

The employer and the Union agree that training and development of employees is important to carry out the mission. It is the parties' mutual interest to maintain a trained, ready workforce to accomplish the JMC mission and future transformation. The employer will develop training strategies, and validate requirements when considering training to be resourced.

Section 27.2. Training Programs

The Employer is responsible for establishing training programs to improve employee efficiency, utilization and career development to the maximum extent practicable. The Employer shall consider views expressed by the Union regarding present and future programs, problem areas and/or Union suggested programs. The Employer shall determine whether any training course or program will be beneficial in terms of job performance and mission requirements.

Section 27.3. Selection Criteria

The selection will be done IA W JMC regulation 690-14 and this section. When training is to be given to some, but not all employees in a given occupational or organizational group or level, selection will be fair and equitable and should be based upon the following type considerations.

- a. Relation of training course to employee's assigned duties.
- b. The employee's need or anticipated need for training in the current job assignment.
- c. Whether the employee has previously taken the same training course.
- d. The employee's individual development plan and the available equivalent courses.
- e. The employee's career development and benefit to the agency.

Section 27.4. Employee/Instructor

Before assigning an employee to train a new employee, the supervisor, in keeping with good management practices, should consider the time utilized by the employee/instructor in accomplishing a training assignment. Whenever the supervisor determines it necessary, assistance will be provided to an employee/instructor to meet his/her workload requirements. When employees are reassigned to new positions or assigned new duties in connection with their current position, the Employer will determine if additional training is necessary.

Section 27.5. Scheduling of Training

Mandatory training will be scheduled during duty hours, if practicable, whenever such training is required in the performance of official duties or directed by Management.

ARTICLE 28: CONTRACTING OUT OF WORK

Section 28.1 General

The Employer agrees to follow the provisions of OMB Circular No. A-76; OMB Circular No. A76, Revised Supplemental Handbook; AR 5-20; DA Pamphlet 5-20; and other relevant statutes, regulations, and guidelines in all considerations of contracting work that may result in adversely impacting employees within the bargaining unit. The Employer acknowledges responsibility to involve the workforce, and the Union as the representative of the workforce, to the maximum extent feasible, in every potential contract and cost comparison related to work of bargaining unit employees.

Section 28.2 Use of Private Sector Temporary Employees

- a. The Employer agrees to follow the provisions of 5 CFR, Part 300, Subpart E, in those instances where a decision has been made to employ the use of private sector temporary employees or the use of contractor personnel to fulfill a service contract.
- b. The Union will be notified prior to any decision, and as a minimum, afforded an opportunity to submit suggested alternatives to the use of these personnel. Such suggestions may be, but are not limited to, use of overtime, reassignments, etc.
- c. The Employer retains the right to make these decisions, however, will not do so:
 - i. In lieu of the regular recruitment and hiring procedures under the Civil Service laws for permanent appointment in the competitive service.
 - ii. To displace a Federal Employee.
 - iii. To circumvent controls on employment levels.
 - iv. In lieu of appointing a surplus or displaced Federal Employee as required by 5 CFR, Part 300, Subpart F and Subpart G.

Section 28.3 Inventories and Schedules

- a. Inventories and Schedules. Upon request from the Union, the Employer shall provide the Union, at least annually, an inventory of all HQ, JMC functions, positions, and spaces judged to be "contractible" and, therefore, subject to OMB Circular No. A-76. The Union may request, at the beginning of each fiscal year, a schedule of planned and proposed contracting studies and initiatives for the current fiscal year and the next four (4) years. The Employer shall also provide the Union with all detailed schedules and plans for specific cost competition studies.
- b. Union Participation. The Employer agrees to involve the Union in all contracting/cost competition proposals and studies at the earliest stages consistent with law and policy. Specifically, the Union shall have the right to participate in:

- i. Developing Performance Work Statements (PWS) for prospective cost competitions. The Union shall have the opportunity to submit suggestions for the PWS during its preparation and the right to review and comment on the draft PWS document prior to completion.
- ii. Conducting Management Studies for the Most Efficient Organization (MEO). The Employer shall solicit Union ideas and recommendations during the Management Study to determine the MEO for the in-house cost bid. The Union shall have the right to review and comment on the draft Management Study for the MEO prior to any final decision by Management.
- iii. Regular Briefings and Updates. The Employer shall advise the Union of all actions relating to contract initiatives governed by this article at least quarterly and more frequently as warranted. During formal A-76 studies, the Employer shall meet with the Union at the time of the study announcement, and at least monthly thereafter for status reports, schedule changes, and updates.

Section 28.4. Solicitation for Bid

The Employer agrees to provide the Union with a copy of the solicitation for bid on the date that solicitations are mailed.

Section 28.5. Right to Appeal

The Union may appeal the comparative cost analysis and its results in formal A-76 studies within fifteen (15) workdays after the announcement of the initial decision, and the cost comparison and supporting documents become available to the Union. Appeals must be in writing and follow processes prescribed by regulations. Upon request by the Union, Management may extend the normal appeal period, consistent with regulatory guidance.

Section 28.6. Union Responsibilities

All Union participation in contracting deliberations and studies shall conform to controlling OMB, DOD, and DA regulations and policies, particularly those regarding confidentiality and nondisclosure.

Section 28.7. Minimizing Impact

The Employer agrees to minimize adverse impact of contracting on employees by using all available resources to place and retain in Federal service, all affected employees, and to provide out-placement services, including job search and retraining programs.

ARTICLE 29: JOB DESCRIPTIONS

Section 29.1 General

The job description for each position will reflect duties and responsibilities officially assigned and performed by the incumbent. Job descriptions will be prepared in accordance with controlling directives and classified by an individual having classification authority in accordance with DA Policy. Job descriptions will include an unnumbered paragraph "performs other duties as assigned." Such duties will include those tasks which are incidental or temporary in nature and may be reasonably associated with the incumbent's position description. Such duties will not exceed capacity or competency of a qualified incumbent that would create health or safety hazards, as determined by health and safety officials. Each employee can obtain a copy of his/her official job description when assigned to a position via an automated system.

Section 29.2. Job Description

a. The Union recognizes the right of the Employer to assign work in accordance with law and regulation. Upon Union request, the Employer agrees to provide the Union with copies of job descriptions for encumbered positions which change the following:

- (1) Grade controlling duties; i.e. increase/decrease
- (2) The employee's eligibility for inclusion into the bargaining unit.
- (3) Conditions of employment; e.g., worldwide mobility requirement, or the performance of recurring travel, and the designation of the position as "emergency essential."

Section 29.3 Pay Equitability. The Employer agrees it is essential that, in accordance with laws, rules, regulations, and guides, all the employees shall be paid equitably and that pay rates shall bear a direct relationship to the level of skill and responsibility of the work performed

Section 29.4. Job Description Accuracy

Position descriptions will be reviewed annually by the supervisor at the time the performance appraisal is completed. Questions of fact regarding the accuracy of the employee's official assigned job description should first be addressed between the employee and his/her immediate supervisor. Where necessary, a decision involving current and future duties and responsibilities of the position will be made by the Commander, US Army, Joint Munitions Command. The Commander's decision will be final.

Section 29.5. Classification Appeal

Employees may seek the adjustment of the pay category, title, series, or grade of their officially assigned position. Accuracy of the job description will be addressed in accordance with Section 4. Employee may file a classification appeal by utilizing the procedures found in DODI 1400.25, part 511; or CPR Part 511, Subpart F. The JMC G1 or CPAC can advise on the appeal procedure.

ARTICLE 30: PARKING

Section 30.1. Parking Program

Rock Island (RI) Garrison administers the parking program for Rock Island Installation. The Parties agree to meet and confer with the Union concerning the impact and implementation of changes in the Installation's parking policy IAW Article 10.

Section 30.2. Reserved Space Assignment

Reserve spaces will be assigned IAW with Garrison policy. Requests for non-executive reserve parking will be carefully scrutinized for proper justification. Copies of individual justification(s) will be made available to the Union upon request.

Section 30.3. Handicap Individuals

Reserved spaces will be assigned to handicapped individuals IAW Garrison Parking policy.

Section 30.4. Reserved Parking Spaces for Union Officers

The Union shall be provided three (3) reserved spaces, one (1) for the Union President, one (1) for the Union Chief Steward and one (1) as designed for use by the Union, within a reasonable distance of the Union Office. The three spaces will be adjacent to and located where existing reserved AFGE parking is currently located and shall be designated "AFGE Parking Only".

ARTICLE 31: EQUAL EMPLOYMENT OPPORTUNITY

Section 31.1. General

In accordance with the policies and procedures of laws and regulations, the Parties shall not condone illegal discrimination or illegal harassment, to include sexual harassment, in any form. The Parties agree to cooperate in a positive and continuing effort to ensure equal employment opportunity for all employees.

Section 31.2. EEO Advisory Council

If the Employer establishes an EEO Advisory Council, the Union will be allowed one (1) member to serve on the council.

Section 31.3. Training and Job Performance

Nomination and selection of employees to participate in training and career development programs and courses shall be made IAW Section 1 and the JMC training regulation.

Section 31.4. Promotion

Promotions, nominations and selections shall be made in accordance with Section 1, and merit based.

Section 31.5. Non-Disclosure

Normally, it is not the providence of the Parties to inquire unnecessarily into any facet of an employee's personal history not directly pertaining to job performance.

Section 31.6. Disciplinary Actions

Anyone engaging in proven discriminatory practices against employees of the unit may be subject to disciplinary actions, in accordance with applicable regulations.

Section 31.7. Representation

Employees have the right to designate one personal representative IAW EEO statute.

ARTICLE 32: EMPLOYEE ASSISTANCE PROGRAM

Section 32.1. General

The Employer agrees to continue to offer an Employee Assistance Program (EAP) for employees in the bargaining unit, as long as the Rock Island Garrison (or subsequent organization) provides this service. The RI Garrison Program Coordinator shall be responsible for administering the program in accordance with applicable laws and regulations.

Section 32.2. Employee Participation

- a. Employees may be referred to the program by the Employer, the Union, themselves or other employees. Individual employee participation in the program shall be voluntary. Initial consultation meetings and further meetings with Employee Assistance Program counselor shall be on official duty time, if the employee is otherwise in a duty status. The employee will make the supervisor aware that they have an appointment at EAP prior to leaving the work area. The supervisor may validate with EAP whether an employee attended an EAP session during a specified period of time.
- b. Employees have a right to a representative of their choice in the initial consultation meeting with the Employee Assistance Program counselor, provided the employee signs a consent of disclosure form. Representatives at subsequent therapy sessions may be approved by the Employee Assistance Program counselor with written consent of the employee.
- c. An employee under an initial proposal of discipline or adverse action for being at work with alcohol or intoxicants in his/her system may be afforded the opportunity to participate in the Employee Assistance Program by his/her supervisor. In accordance with AR 600-85, an employee who participates in the Employee Assistance Program due to drug or alcohol abuse, may request a disciplinary action be held in abeyance pending successful completion of the program. In the case where the supervisor and employee are in agreement to allow the employee to seek treatment, a Memorandum of Agreement (MOA) will be signed by the employee, management representative or supervisor, and Union specifying the terms of the agreement.

ARTICLE 33: TESTING DESIGNATED POSITIONS (TDP)

Section 33.1. General

The Employer will administer the Army Drug-Free Federal Workforce Civilian Drug Testing Program as required by Executive Order (EO) 12564 in accordance with the Department of Health and Human Services (DHHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs, and the provisions of AR-600-85 and DA Pam 600-85. Employer agrees to embody all requirements within the SOP, Civilian Urinalysis Drug Testing Program, which shall provide the specific drug testing process to be utilized.

Section 33.2. Testing Designated Positions

The categories of positions that have been identified as Testing Designated Positions (TDPs) under the parameters of DHHS Guidelines are identified in AR 600-85. Employees occupying TDPs are subject to random drug testing that occurs without suspicion that a particular individual is using illicit drugs.

Section 33.3. Notice and Reporting for Testing

a. Once notified by his/her management chain of the requirement to provide a random sample, the employee is responsible for reporting within two (2) hours to provide his/her testing specimen. If an employee fails to report within the two (2) hour window following notification to provide the required testing specimen he/she will be identified as a refusal. If the employee becomes aware of an extremely serious personal emergency (e.g., life threatening to an immediate family member), after notification to provide a sample, which he/she believes requires immediate absence from the workplace, he/she must gain approval from the supervisor or a manager in their supervisory chain, to leave the worksite prior to providing a sample. Failure to gain supervisory/manager approval will be considered a refusal.

b. The employee may seek a Union representative's advice prior to providing his/her testing specimen. The employee is responsible to seek advice within the specified two hour window. The Union representative cannot physically be present when an employee provides his or her specimen. A Union representative will be required to wait in a specified waiting area. If an employee seeks a Union representative's advice, there will be no delays to the scheduled test due to seeking that advice or due to the unavailability of the Union representative.

c. Employees have a right and will be encouraged by the employer to immediately report to the Drug Testing Program Manager suspected irregularities at the test collection site, to include any procedure or process that might interfere with their test result.

d. After an employee reports to the collection site, he or she will be given an opportunity to confer with the administrator on any questions or concerns about the process, as long as it does not interfere with, or delay, the testing process.

Section 33.4. Voluntarily Requesting Treatment

Employees on a TDP who utilize unauthorized drugs may be subjected to discipline, except for employees on a TDP who:

- a. "Volunteer" information about his or her unauthorized drug use to someone in his or her management chain any time prior to notification of the requirement to provide a sample, and request assistance with treatment and follow the treatment plan as specified by Army Substance Abuse Program (ASAP) /EAP professionals, and remain drug-free for the rest of their federal employment.
- b. If an employee "volunteers" information on his/her drug use and requests treatment, the employee will enter counseling IA W Section 6, be moved to a non-TDP position during the period of treatment, follow up and sign the appropriate consent forms as determined by ASAP/EAP. Upon successful completion of treatment, and follow-up as determined by ASAP /EAP, the employee will be returned to a position IA W Section 7. If the employee is not successful in completing treatment, or does not enter treatment, the supervisor will assess the appropriate course of action in consultation with EAP, JMC G 1 advisor and other appropriate resources. The position of record is the TDP position, and failure to successfully complete treatment would be considered a failure to meet a condition of employment.

Section 33.5. Positive Test Results

- a. If an employee does not "volunteer" information, to a person in their supervisory chain, that he/she utilized drugs prior to being notified that he/she is required to give a sample, and he/she has a positive drug test result, the employer will move the employee to a non-TDP position and propose a disciplinary adverse action, up to and including, removal from Federal Service.
- b. If the employee requests treatment, and the employee has not received formal discipline in the past thirty six (36) months, the employer will provide a Memorandum of Agreement (MOA), which specifies agreements between the employee and management. The agreement will include, as a minimum, the commitments the employee will be responsible to fulfill, such as fulfilling treatment requirements, as outlined by ASAP /EAP professionals, submit to follow-up testing, the length of the treatment/follow-up of EAP (1 year) and outcomes if the treatment is successful or unsuccessful. The employee will serve a 30 day suspension. The employee will waive all his or her avenue(s) of redress to appeal the original failed result, and the thirty (30) calendar day suspension.
 1. The MOA will also specify the outcome if the employee successfully completes the treatment plan, the follow up plan, and remains drug free for a one (1) year, as determined by the ASAP/EAP professionals.
 2. The MOA will also specify that if the employee fails the treatment plan and follow up plan as determined by the ASAP/EAP professionals, the employee is waiving all rights to administrative appeal processes, to include, but not limited to, EEO, MSPB, administrative or negotiated grievance procedures, to challenge the original

proposed discipline or the decision to remove from federal service which will be issued after the supervisor receives notice that the employee failed their treatment program.

3. Once the MOA is signed the proposed disciplinary adverse action will be held in abeyance, in recognition of the employee's commitment to seek treatment. The employee will have seven (7) workdays to determine whether to sign the MOA.

c. If an employee does not "volunteer" information, has a positive drug test result, and is not willing to seek treatment, the employer will remove the employee from the TDP position and management will propose a disciplinary adverse action, up to and including, removal from Federal Service.

d. Employees will be offered assistance only once under these procedures. If the employer has offered, and the employee has accepted treatment, there will be no further offers of assistance. If there is a subsequent positive test, the employer will propose removal.

Section 33. 6. Employee Obligations

The employee who has requested through management to seek treatment will enter counseling through the ASAP/EAP and must successfully refrain from any further drug use, as determined by an ASAP/EAP professional. The employee will also be required to submit to drug testing during the follow-up phase (post rehabilitation, and post evaluation periods). The employee will be granted administrative leave to attend the initial session with ASAP /EAP to set up a treatment plan. Following the initial session, further time off from the workplace for the employee to receive counseling will be charged to annual leave, sick leave, or leave without pay if the sessions are not conducted onsite by ASAP/EAP staff.

Section 33. 7. Successful Completion of Rehabilitation Program

An employee who has successfully completed a rehabilitation program, and any required follow-up as determined by an ASAP/EAP professional, shall be returned to their position of record, or like duties for which he/she is qualified, provided it meets the mission needs of the organization at the time. The parties recognize the employer's right to reassign employees to meet mission requirements.

ARTICLE 34: EMPLOYEE RECORDS

Section 34.1. Employee Record

The Parties recognize the employee's Official Personnel File (OPF) is maintained by the Civilian Human Resource Agency (CHRA). Personnel actions are electronically provided to employees. For records available electronically, employees who wish to maintain a paper copy have the responsibility to print and maintain a copy.

Section 34.2. Employee Internal Office Record

The supervisor may maintain employee internal office records and be responsible for all entries made therein. This includes records of employment at HQ JMC, training, awards, promotions, counseling, disciplinary or adverse actions, and other personnel related matters.

Section 34.3. Timeframe to Remove Entries

Time limits for derogatory information will be as defined below:

- a. Entries required by law, rule or regulation, to be maintained permanently in the OPF (i.e., Disciplinary or Adverse Actions) will not be removed.
 - b. Entries with expiration dates will be removed upon expiration (e.g. reprimands).
 - c. Entries related to attendance problems, exclusive of leave restrictions, which have no expiration dates, will be removed after one (1) year if there has been no reoccurrence.
 - d. Entries related to performance, other than the official performance plan and appraisal, will be removed upon the expiration of the annual rating period to which they pertain.
 - e. Written counseling will be removed after one (1) year and records of oral counseling, where the offense is non-recurring, will be removed in ninety (90) days.
 - f. Entries that have an expiration date, will not be used to support future actions after the expiration date.
- i. A supervisor may remove a temporary entry in an internal office record at any time. In addition, an employee may request to review his/her record at the regular midpoint performance review and at the annual performance appraisal time, and may request untimely issues be removed. An employee may request a copy of a document maintained by the supervisor.
- ii. The Parties recognize that copies of internal office records may be needed for administrative purposes (e.g., personnel matters, employee requests, grievances). This record will, normally, be maintained by the employee's immediate supervisor and will be readily accessible for employee review.

ARTICLE 35: EMPLOYEE ORIENTATION

Section 35.1. Initial Orientation Meeting

A supervisor will meet with his/her new employee to JMC during the initial on-boarding meeting and inform the employee where to find the electronic copy of the contract, who is the current JMC Vice President and the location of the Union office. The employee will also be informed that the Union may contact them to offer an explanation of the Union's representational role and/or provisions of the contract.

Section 35.2. New Employee Meeting the Union

If the new employee wishes to meet with the Union, the Union will inform the supervisor the date and time, and remind the employee of the requirement to request authorization prior to leaving the work area to meet with the Union.

Section 35.3. Employee/Union Meeting

The meetings will be a reasonable amount of time, normally not to exceed 30 minutes. Duty time is authorized when discussing the Union's representational duties, the provisions of the contract and/or working conditions in the bargaining unit. Any discussion or information that is internal to the Union, such as soliciting Union membership, dues deduction, and/or Union benefits, etc, must be conducted during non-duty time. It is the responsibility of the Union to ensure that internal Union matters are not discussed on duty time and to inform the employee of the need to take leave or reschedule the meeting during non-work hours.

Section 35.4. New Employee List

Each month, the Union will be provided a list of bargaining unit employees who are new (have not previously worked in JMC). The list will identify employee name (first and last name) pay plan, title, series, grade, and organization assigned.

Section 35.5. Union Involvement in Orientation

The Union will be provided an opportunity to participate in JMC's new employee orientation sessions.

ARTICLE 36: EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 36.1. Higher Agency Review

In accordance with 5 USC 7114 (c), the Agreement between the Parties will be submitted to higher authority to determine compliance with applicable published laws, regulations, and policies. Where violations of laws, regulations, or published policies of higher authority are found, higher authority will advise the Commander, HQ, JMC, of the specific violation and furnish the appropriate citation of law, regulation, policy, or decision of the central labor authority. The Parties will meet and negotiate the required changes in the Agreement. This Agreement will become effective upon approval, or absence of disapproval. Disapproval of certain provisions will not prevent the rest of the Agreement from becoming effective.

Section 36.2. Effective Period

The Agreement shall be binding upon the Employer and the Union for a period of three (3) years from the effective date. The Agreement shall be renewed for an additional one (1) year period unless between 105 and 60 calendar days prior to the third anniversary date, or any subsequent anniversary date, either Party gives written notice to the other of its desire to renegotiate the Agreement.

Section 36.3. Midterm Bargaining Agreement

This Agreement may be amended and/or supplemented in accordance with Article 9, Matters Appropriate for Negotiations, and Article 10, Procedures for Negotiations during the Term of the Agreement. Amendments and supplements to this Agreement shall remain effective concurrent with this Agreement.

Section 36.4. Provisions to Reopen Articles and/or Sections

Provisions to Reopen Articles and/or Sections:

a. Article 20, Telework may be re-opened in accordance with the provisions in section 7 of that Article.

b. Article 30, Parking. Full term negotiation of this parking article was deferred due to the pending revision of the RI Garrison parking policy. Both Parties commit to negotiate the parking article as part of full-term negotiations upon either completion of the revisions to the RI Garrison parking policy, which was being re-written at the time of full-term negotiations, or upon the 1 year anniversary of the date of approval of the negotiated agreement, whichever is first.

(1) The revisions to the RI Garrison Parking policy shall be considered complete when either the policy is signed and any necessary changes, such as location of signage, have been finalized and the Garrison has provided a date to implement the changes, the RI Garrison stops pursuing the revisions to its policy, or the revised policy is not adopted and signed by the Senior Installation Commander. In any of these cases, full-term negotiation will begin within 30 days of notice by the CP AC of signature of the revised parking policy or its non-adoption.

(2) If the 1 year anniversary date is used to trigger bargaining, either party will provide the notice to bargain within the window of 60 days prior through, 60 days after the 1 year anniversary of the date the contract was approved after higher-agency review.

c. The remaining articles and sections of this Agreement may be reopened for amendment(s) by mutual consent of both Parties. Requests for such amendment(s) by either Party shall include a written summary of the amendment(s) and provide reasonable time, which is fifteen (15) workdays, after receipt of such notice to discuss the proposed amendment(s). If the Parties mutually agree that opening of the Agreement is warranted, they shall agree to begin negotiations on a mutually agreed date. No changes other than the agreed upon amendment(s) shall be considered during negotiations.

Section 36.5 Completed Bargaining

The Parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement, with the exception of 4a and 4b of this article, which the Parties have identified to reopen.

Section 36.6 Publishing Agreement

The Agreement will be posted electronically and available to all bargaining unit employees within forty five (45) calendar days after approval by higher authority or the completion of negotiations of any required changes. There shall be 100 copies of agreement printed and half will be provided to the Union. Expense for publication and distribution shall be borne by the Employer.

Section 36.7 Void Previous MOAs

The Parties agree that upon the effective date of this Agreement, all memorandums of understanding, memorandums of agreement or any other written agreement, understanding, or practice which binds the parties predating this Agreement are null and void.