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## **AGREEMENT**

Pursuant to the policy set forth in the Federal Service Labor-Management Relations Statute, 5 U.S.C. Chapter 71, and all future amendments, the following articles constitute an Agreement by and between American Federation of Government Employees, Local 15, hereinafter referred to as the Union, and the U.S. Army Edgewood Chemical Biological Center site located at Rock Island, IL, hereinafter referred to as the Employer, and collectively referred to as the Parties, as recognized in Case No. CH-RP-09-0008, 28 April 2009.

The Union and the Employer agree that in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities; by published Agency policies and regulations in existence at the time this Agreement was approved which are not in conflict with this Agreement; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities.

The Parties agree and understand this Agreement has full force and effect of regulations in the bargaining unit.

## **ARTICLE 1 EXCLUSIVE RECOGNITION AND AGREEMENT COVERAGE**

The Employer recognizes the Union as the exclusive bargaining representative for all non-supervisory employees at U.S. Army, Edgewood Chemical Biological Center (ECBC), Rock Island Arsenal, Rock Island, IL.

- a. Included. All professional and non-professional employees of the U.S. Army, Edgewood Chemical Biological Center, Rock Island Arsenal, Rock Island, IL.
- b. Excluded. All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

## **ARTICLE 2 DEFINITIONS**

Administrative grievance procedure. A complaint filed under the Agency grievance procedure on any matter excluded from the negotiated grievance procedure. Employees who are not covered by the bargaining unit cannot use the negotiated grievance procedure. They may use the administrative grievance procedure.

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

Arbitration. The final step in the negotiated grievance procedure. The law requires that any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration if binding arbitration is invoked by either the Union or the Employer. Binding arbitration is the settlement of a dispute by an impartial third party, an arbitrator. A mutual settlement between the Parties is almost always preferred to one imposed by an arbitrator. The arbitrator's decision is final and binding on the Parties of the dispute. Arbitration decisions can be appealed to the Federal Labor Relations Authority (FLRA) by the Union or the Employer if either Party feels the award conflicts with applicable law or Government-wide rule or regulation or on other grounds as established by the FLRA.

Authority. The Federal Labor Relations Authority established by Title VII of the Civil Service Reform Act of 1978

Collective Bargaining. The performance of the mutual obligation of the Employer and the Union to meet at reasonable times, 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 U.S.C.;
- b. Relating to the classification of any positions; 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 and 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.

First-Line supervisor. First level of supervision within ECBC, the employee's immediate supervisor or the first-line supervisor's designated representative.

Grievance. Grievance means any complaint:

- a. by an employee concerning any matter relating to the employee's employment.
- b. by the Union concerning any matter relating to employment of any employee.
- c. by any employee, Union, or Agency concerning:
  1. the effect or interpretation, or a claim or breach, of the negotiated Agreement.
  2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Individual Development Plan. A plan developed and written by employee's Supervisor and employee, to be used as a roadmap for career development upon supervisor's approval. The format includes provisions for defining and meeting specific objectives such as acquisition qualifications, rotations and independent study activities, which will develop technical and leadership abilities.

Management. Any first-line supervisor, second-line supervisor, and the ECBC Site Manager authorized to approved leave, measure and evaluate performance, initiate discipline, and their designated representatives.

Negotiated Grievance Procedure. The negotiated procedure serves as a mechanism that affords bargaining unit employees the avenue to seek redress (remedy) from management decisions that adversely affect them. It is a systematic method of problem resolution on matters covered by the negotiated grievance procedure.

Negotiability Dispute. A disagreement between the Parties as to the negotiability of an item. Negotiability disputes shall be resolved in accordance with 5 U.S.C. 7117.

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 P. L. 95-454, Title VII, with the view of arriving at a formal Agreement.

5 U.S.C. Chapter 71. Federal Service Labor-Management Relations.

Second-Line supervisor. The second level of supervision within ECBC, the employee's second-level supervisor or the second-line supervisor's designated representative.

Site Manager. The ECBC's top-level manager retaining authority for ECBC operations at the Rock Island Arsenal site or the Site Manager's designated representative.

Supervisor. A position or employee that accomplishes work through the direction of other people. Supervisors exercise delegated authorities such as those described in Office of Personnel Management, General Schedule Supervisory Guide, HRCDC-5. A first level supervisor personally directs subordinates without the use of other, subordinate supervisors. A second level supervisor directs work through one layer of subordinate supervisors.

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

Tardiness. Tardiness is defined as the difference in time when an employee is expected to begin duty but is absent from duty, to the time of arrival on duty.

Team Leader. An employee who facilitates his/her team's processes by working collaboratively with the team to ensure that they complete their tasks effectively and efficiently, by maintaining good working relationships, and by coordinating with the manager and others on goals, priorities, team needs, and achievements.

Time Management System (TMS). The ECBC System of Record for the management of duty schedules, leave, travel, compensation time and other time management

activities. It is a requirement for each employee to utilize TMS or other management approved time management system to request and manage their duty schedules, leave, travel, compensation time and other time management activities, unless modified by this Agreement.

Unfair Labor Practice (ULP). Specific actions by both Agency Management and the Union are prohibited. These prohibited actions are called Unfair Labor Practices (ULPs); 5. U.S.C. 7116 (a) and (b) defines ULPs.

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 UNION RIGHTS**

Section 1. 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.

Section 2. Statutory Rights. 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 grievances or any personnel policy or practices or other general conditions of employment.

Section 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 4. The Employer will inform the Union in writing (e-mail or hard copy) on changes in working conditions. Notification will take place prior to implementation of changes and within a sufficient time period to allow the Union to review the change and confirm approval or request negotiations.

Section 5. On a semi-annual basis, the Employer will furnish the Vice President of the Union with the following information:

- a. A list of employees to include name, position, title, grade, organizational assignment, location, and work phone.
- b. A statistical summary of disciplinary actions in the bargaining unit consisting of a) violation, b) penalty proposed, and c) adjudication. The summary will be provided at the end of April and October of each year.

## **ARTICLE 4 EMPLOYER RIGHTS**

Section 1. 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 2. 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 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 EMPLOYEE RIGHTS**

Section 1. 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 U.S.C. Chapter 71, 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, Congress, or other appropriate authorities and,
- b. to engage in collective bargaining with respect to conditions of employment through representatives.

Section 2. 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 3.

- 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 provisions of Article 14 of this Agreement, and to be represented by the Union during and through the course of the negotiated grievance procedure.
- c. Any employee in the bargaining unit shall be protected in the exercise of this right freely and without fear of penalty or reprisal.
- d. Under the provisions of this Agreement, the Union maintains the exclusive right to represent the employee. The Union has an option to appoint an attorney to serve as its representative for the employee. An employee may represent him/herself or may have Union representation. Except for grievances filed under this negotiated grievance procedure, the provisions of this Agreement will not be construed to preclude an employee from exercising representation rights by an attorney or other representatives other than the Union for matters in any grievance or appeal action outside this negotiated grievance procedure.

Section 4.

- a. An 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:
  1. the employee reasonably believes that the examination may result in disciplinary action against the employee, and
  2. the employee requests representation.
- b. The Employer shall annually inform employees in writing of their above stated rights.
- c. 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. The Employer acknowledges the right of an employee to conduct his or her own private life as he or she deems fit. An employee's private life activities will not adversely affect their job performance or conflict with Standards of Conduct.

Section 6. It is the policy of the Employer that all employees will be treated fairly and equitably in all respects. The Employer will ensure equitable implementation of OPM, DoD, Army, and ECBC policies, relating to all personnel issues, for all employees.

- a. Relating to career development, employees will be treated equitably in opportunities for education/training, career development assignments, and for promotions.
- b. The Employer will provide a non-hostile office environment for all employees that is free from Employer/coworker harassment. The Employer will treat all employees as professionals, regardless of pay grade, and will not discriminate against employees based on membership in the Union or personal characteristics, such as age, race, national origin, gender, marital status, disability, religion, lawful political affiliation, or life style choices.

Section 7. Management will conduct counseling and warning sessions in a professional and private manner.

Section 8. On an annual basis upon the Union's request, the Employer will notify employees, in writing (via e-mail) of benefits and rights available under the Family and Medical Leave Act (FMLA) and Family Friendly Leave (FFL) programs. In addition, the Employer will provide web address information to online sites identifying details of FMLA and FFL. As required by U.S. Law, the Employer will post material on FMLA in public areas to further inform employees.

Section 9. On an annual basis upon the Union's request, the Employer will notify employees in writing (e-mail or hard copy), of their Weingarten rights – right to Union representation in disciplinary matters.

Section 10. All new employees shall be informed by the Employer that the Union is the exclusive representative of the employees in the bargaining unit during orientation. The Employer shall provide each new employee with a copy of this Agreement and advise them of their rights under Article 5, Employee Rights. Each new employee shall be introduced to a Union Steward at the time the employee is assigned to a work location. If the Union Steward is not available, a face to face introduction will be coordinated upon the Union Steward's return.

## **ARTICLE 6 WORKPLACE ENVIRONMENT**

### Section 1. Space Utilization Planning and Management

- a. The objective of ECBC space utilization planning and management is to maximize the efficient use of all Army controlled facilities and space to support assigned missions.
- b. The Employer will utilize the policies, guidelines and procedures established in Army Regulation 405-70, Real Estate: Utilization of Real Property and the United States Department of Labor's Occupational Safety and Health Administration (OSHA) in providing efficient workspace with considerations for ergonomics and safety for the ECBC workforce.

Section 2. The Employer and Union will verify compliance with the United States Army and OSHA Safety standards through the ECBC Safety Program.

Section 3. Where possible, the Employer will ensure that office space and equipment will be assigned in an equitable manner and commensurate with the employees' grade level, job duties, and work assignments.

## **ARTICLE 7 LEAVE**

Section 1. Purpose. This article establishes policy and procedures pertaining to all leave category entitlements applicable to employees assigned to the Rock Island site.

Section 2. Policy. Employees request and if approved by management, utilize annual, sick, and other leave entitlements as authorized by statutory and regulatory authority. Supervisors advise and consult with the appropriate CPAC representative when in doubt as to legal entitlement of any employee leave request. Management's authority

to approve leave requests is accompanied by the responsibility for ensuring the proper and business-like use of annual, sick, and other forms of leave, in support of efficient management and constructive employee-management relations.

Section 3. Approval of Leave and Leave Records. Employees submit leave requests to the Time Management System (TMS). Management approves or denies employee leave requests.

Section 4. Specific Leave Entitlements.

a. Annual Leave.

1. Each employee is responsible for planning and making timely requests for annual leave. Management establishes tentative leave schedules for vacations.
2. Within two (2) workdays of receipt, the supervisor gives the requesting employee notification of approved/disapproved leave.
3. An employee may request from the disapproving official a written reason for disapproving or canceling leave. Each supervisor shall establish a call-in chain of authority for granting emergency annual leave and assure this is provided to all employees.
4. Each employee schedules annual leave to avoid forfeiting leave and to minimize negative impact of leave on mission accomplishment. In adequate time to prevent any leave forfeiture at the end of the leave year, employees keep their supervisor apprised if in a "use or lose" category.
5. An employee may call in requesting annual leave. An employee notifies the supervisor as soon as possible and within one (1) hour after the beginning of the scheduled reporting time, unless an emergency situation does not allow. Notifying a supervisor of the absence does not confer leave approval. Denied leave is documented in writing and provided to the employee in TMS.

b. Sick Leave.

1. Management may grant sick leave when an employee is unable to perform his/her duties due to an illness or injury. 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 management within the same pay period..
2. An employee obtains approved sick leave in advance of scheduled medical appointments, outpatient treatments or tests and examinations,

etc. Employees will request sick leave using the time management system. The request for sick leave will indicate the purpose as identified on OPM FORM 71.

3. Emergency – Unplanned Sick Leave: By speaking with the supervisor, an employee notifies the supervisor when prevented from reporting to work, or continuing to work, because of an incapacitating illness or injury. An employee notifies the supervisor as soon as the situation permits and/or within one (1) hour after the beginning of the scheduled reporting time, unless an emergency situation does not allow. Employees will provide the intent of the emergency request for the sick leave by indicating dental, doctor or other in the remarks section of TMS. Notifying a supervisor of absence does not confer leave approval. Denied leave will be documented in writing and provided to the employee in TMS.
  4. The supervisor may require an employee to furnish a doctor's excuse for periods of sick leave extending over three (3) continuous workdays or for a lesser period as specified in 5CFR 630.403(a) .
  5. When an employee returns to duty, an entry is recorded in TMS and submitted for approval for the sick leave absence, along with any required documentation. When application for sick leave is submitted, the supervisor notifies the employee of approval/disapproval within two (2) workdays of receipt. If a supervisor denies an employee's request for sick leave, he/she documents the reason for denial in TMS - in advance or after the fact. The employee will be notified in TMS why the request was denied by the supervisor. The written reason will be recorded on the employee's TMS submission.
  6. Supervisors prudently scrutinize the use of sick leave. In instances of excessive sick leave usage, the supervisor meets with the employee to ascertain the reason for sick leave usage and to assist in determining if sick leave usage is related to employment, environment, or other extenuating circumstances. Having a low sick leave balance does not constitute sick leave abuse in and of itself. If sick leave abuse is indicated, the employee may be placed on sick leave restriction and informed by the supervisor that a doctor's certification is required to support future sick leave requests.
- c. Administrative Leave. The Employer has the authority to grant Employees administrative leave. For purposes of this Agreement, administrative leave is defined as an absence from duty administratively authorized, without loss of pay and without charge to leave. Within the Employer's ability, Employees will be informed of Administrative leave as soon as possible to allow Employees the opportunity to use the leave. Administrative leave can be granted for a variety of reasons including, but not limited to the following:

1. Activities sponsored by ECBC or other RIA tenant organizations.
2. Other events/purposes to improve employee morale or safety.

d. Family and Medical Leave.

1. Employees are entitled to the use of unpaid leave, or available paid leave, in accordance with the Family and Medical Leave Act of 1993 (FMLA) for the following purposes:
  - a) the birth of a son or daughter of the employee and the care of such son or daughter; or
  - b) the placement of a son or daughter with the employee for adoption or foster care; or
  - c) the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
  - d) a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions.
2. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.
3. Regarding Family Friendly Leave. Employees are entitled to use sick leave under the current provisions of Family Friendly Leave to:
  - a) provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth; or
  - b) provide care for a family member as a result of medical, dental, or optical examination or treatment; or
  - c) provide long-term care for a family member with a serious health condition, as defined under FMLA; or
  - d) make arrangements necessitated by the death of a family member or attend the funeral of a family member.

"Family member" under Family Friendly Leave is defined as –

- i. spouse, and parents thereof;
- ii. children, including adopted children, and spouses thereof;
- iii. parents;
- iv. brothers and sisters, and spouses thereof; and
- v. any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

4. Employees may refer to the Office of Personnel Management website under "Leave" for additional information on FMLA and Family Friendly Leave.

e. Advanced Sick Leave and Advanced Annual Leave.

1. The Site Manager approves/disapproves requests for advanced sick leave or advanced annual leave.
2. Employees submit requests for advanced sick or annual leave through the supervisor for evaluation to the Site Manager.
3. For advanced sick or advanced annual leave, the supervisor may recommend approval to the Site Manager for reasonable and legitimate requests. Sick leave advances cannot exceed 30 days. Likewise, the supervisor may recommend disapproval, providing supporting rationale to the Site Manager.

f. Bereavement Leave.

1. In the event of a death in the immediate family, employees can request leave under the provisions of the Family Friendly Leave program for the purpose of making arrangements and attending the funeral of the family member.
2. Employees may also request and be granted annual leave for grieving purposes after the funeral of the family member. This shall not be interpreted so as to prevent any employee from taking sick leave under circumstances where the employee meets the requirements to be authorized the use of sick leave.

g. Leave Without Pay (LWOP). Leave-without-pay is a temporary non-pay status and an authorized absence from duty. Management may issue LWOP when an employee has insufficient annual or sick leave, or compensatory time available to cover an approved absence. An employee does not have to exhaust annual or sick leave before requesting LWOP. The supervisor may approve LWOP in accordance with governing regulations, to include the FMLA.

h. Court Leave.

1. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty or serve as a witness on behalf of either Party in a court case involving the U.S. Government, the Government of the District of Columbia, State or Local Government, including a Military Court.
2. Employees called to court for civil purposes must take leave.
3. An employee excused or released by the court for a day or a substantial portion of a day is expected to return to duty. An employee contacts the supervisor for a determination on work status for the remainder of the workday. An employee's failure to contact the supervisor could result in a charge to annual leave, leave-without-pay, or absence without leave (AWOL) for the remainder of the workday.
4. Court leave can only be granted for those days and hours the employee would otherwise be in a pay status.
5. When an employee is called for court services, either as a witness or a juror, the court order, subpoena, or summons, if one was issued, must be presented to management as far in advance as possible. Upon return to duty, written evidence of attendance at court is required, showing the dates (and hours if possible) of the service. Generally, such statements may be obtained from the clerk of the court. The court order, subpoena, or summons is not required as a permanent record and should be disposed of in the same manner as other leave records.

i. Excused Absence.

1. Excused absence is an administratively authorized absence from duty without loss of pay and without charge to other paid leave. The time spent on excused absence is considered part of an employee's basic workweek. (Excused absence normally addresses individuals and is different than administrative dismissal that applies to many employees

when a government activity is closed.) Management retains the exclusive right to authorize excused absences at their discretion.

2. Minor delays in reporting for duty - On rare occurrences, employees may request an excused absence for minor delays (less than 30 minutes) in arriving for duty. This would cover lateness caused by unforeseen circumstances traveling to work, causing delays beyond employee control. For example:

- a) Construction projects
- b) Traffic accidents
- c) Inclement weather
- d) Draw-span opening

3. To qualify for excused absence, the employee's supervisor must determine the cause of the delay to be reasonable.

4. When excused absences are not authorized, subject to management approval, an employee is authorized to change the work schedule to complete the established hourly commitment for the day through adjustment of start or quitting time and the lunch period.

5. Duty Travel Transition Period - Employees may be granted an excused absence prior to and upon completion of official duty travel subject to mission needs and to the extent that the employee is in a duty status. The amount of time granted may be up to two (2) hours prior to departure and up to two (2) hours after arrival at the transportation terminal or employee's home (when traveling by privately owned vehicle).

5. Other – Covers other instances where the Employer may grant an excused absence. The situations include but are not limited to the following:

- a) Professional or certification examinations when it related to duty position.
- b) Medical examinations in connection with official employment.
- c) Immediate treatment for on-the-job injuries (applies to time only on day of injury).

- j. Blood Donation. An employee serving as a blood donor may be excused and granted administrative leave from work without charge to regular leave for the time necessary to donate the blood, for recuperation period which is restricted to the day of the blood donation, and for necessary travel to and from the donation site. The maximum excusable time will not exceed four (4) hours,

except in unusual cases. Normally, an employee donates not more than four (4) times per year including plasma donations. An employee who elects to donate for personal medical purposes is required to take annual or sick leave.

- k. Employee Assistance Program (EAP) Leave. Employees are authorized to utilize the EAP during normal duty schedule or after duty hours. The employee is not required to use annual or sick leave to attend appointments during normally scheduled duty hours, since EAP is considered an employee benefit. **The employee must notify his/her supervisor of the time and duration of the EAP appointment.** If an employee who is referred by the Rock Island Arsenal Employee Assistance Program (EAP) to attend an off-island EAP related program he/she uses annual or sick leave or leave without pay to participate in the program.

Section 5. Employee Responsibility. All employees are responsible to work their approved tour of duty at their designated work site, unless on authorized leave.

Section 6. Tardiness.

- a. Tardiness is defined as the difference in time when an employee is expected to begin duty but is absent from duty, to the time of arrival for duty.
- b. If the employee is tardy – he/she must notify his/her supervisor as soon as possible upon arrival at duty station. If the tardiness exceeds 30 minutes, the employee must notify his/her supervisor within 1 hour after scheduled start of duty time.
- c. To make up for tardiness, an employee either takes leave or makes up the time at the end of the employee's tour for that day. Time must be made up within the business day or the employee takes leave. All actions related to tardiness require the approval of the supervisor.
- d. Management retains the option to change an employee's work schedule as a result of excessive tardiness.

## **ARTICLE 8 SHUTDOWN**

The Employer may exercise its discretion to shut down operations for all, or a portion of its activities. Employees may be required to use annual leave, Regular Day Off (RDO), leave without pay and/or earned compensatory time, to cover the period of the shutdown.

## **ARTICLE 9 TRAINING**

The Parties are jointly committed to maintain a workforce that is well trained, flexible, adaptable, multi-skilled, prepared and capable of mission execution for the future, to the extent that such training is consistent with mission needs, as determined by the Employer.

Section 1. The Employer agrees to:

- a. provide broad-based, comprehensive training for employees.
- b. cross-train employees to maximize organizational responsiveness and effectiveness.
- c. provide training opportunities fairly and equitably to all employees.
- d. consider the Union/employee comments to improve opportunities for training.
- e. when an employee's training request is denied, the Employer will provide a verbal response or, upon the employee's request, a written response explaining the reason for denial. When possible, the Employer will offer suggestions for alternate training opportunities or identify conditions for future approval of the requested training.

Section 2. The Parties are committed to continue exploring any advantages or efficiencies gained with a multi-skilled and a multi-functional workforce.

Section 3. While attending training, employees whose regular tour of duty is a compressed work schedule have the option of changing their schedule to eight (8)-hour workdays for the pay period, or continuing their compressed work schedule which encompasses the training schedule. For on-site RIA training, the employee must report to work before and/or after class/training to meet daily hour commitments. For training on TDY, in addition to training time, employees must complete the remaining complement of scheduled hours before or after training.

- a. For an employee who is on a compressed work schedule, if the training course schedule covers an entire pay period, the employee must change to eight-hour workdays. If the training schedule does not cover an entire pay period but encompasses an RDO or a four-hour day, the employee can request to reschedule their RDO or four-hour day to be outside of the training schedule. If this rescheduling is not possible, the supervisor will determine a reasonable alternative.
- b. When a supervisor requires employees to perform work duties in addition to training, the Employer shall grant overtime or compensatory time as needed.

## **ARTICLE 10 OVERTIME/COMPENSATORY TIME**

Section 1. Purpose. This article establishes consistent compensatory/overtime procedures and practices for requesting, documenting and approving work performed in excess of 80 hours per pay period.

- a. The Employer agrees that overtime opportunities will not be used as a means of rewarding, showing favoritism or bias toward any employee.
- b. In all cases, employees will be compensated for work performed in accordance with law.
- c. Management will strive to offer fair and equitable overtime opportunities to all employees.

Section 2. Documentation and Authorization to Work Compensatory Time/Overtime. Supervisors may approve compensatory time/overtime to meet critical mission needs.

- a. In advance of performing the actual work, an employee requests to work overtime or compensatory time in the Time Management System (TMS) to the supervisor. The supervisor verifies the request and any supporting documentation prior to approving the compensatory time/overtime request.
- b. The timekeeper assures that approved compensatory time earned or overtime worked is entered on the labor tally and supported by TMS record. The timekeeper maintains Time and Attendance reports and makes reports readily available for review or audit.
- c. On occasion, compensatory time/overtime must be worked without prior approval; i.e., Emergency Operations Center requires personnel to work outside their normal workday hours. Requests for overtime or compensatory time will be submitted after the fact.
- d. An employee should avoid working overtime and using annual leave in the same pay period. Supervisors may make exceptions according to mission needs.

Section 3. Procedures. Overtime, in lieu of compensatory time, is earned to accomplish mission essential work. An employee may request compensatory time in lieu of overtime in special cases. If the supervisor approves an employee's request to earn compensatory time, the employee and the supervisor work together to schedule the use of compensatory time at a mutually agreeable time prior to the end of 26 pay periods from the date the compensatory time was earned.

Section 4. Overtime Assignments. It is understood that where overtime of short duration is required for special projects, work to complete these projects or work already in progress to meet required deadlines or emergencies, the employee or employees involved will be given the first opportunity for the overtime assignments.

Section 5. Overtime Commitment. Employees who have been properly notified and agree to work overtime in IAW this Agreement, but fail to work at the assigned overtime shift, must notify their supervisor as soon as the situation permits and/or within one (1) hour after the beginning of the scheduled reporting time, unless an emergency situation does not allow.

Section 6. After-hours Work Requests

- a. Employees who are required by the Employer to work outside of their normal duty schedule are entitled to either overtime or compensatory time. This involves situations where the employee has completed their workday and the Employer requests completion of additional work after the Employee has left their duty station. This includes, but is not limited to, the following:
  1. Contact via phone or e-mail requesting information or action.  
Employees will receive overtime or compensatory time equal to the time worked in satisfying the Employer's request. The minimum time credit is fifteen (15) minutes for each work request.
  2. Employees called back to work. Employees called back to work will receive compensation (overtime or compensatory time) for the amount of time worked or a minimum of two (2) hours of compensation, whichever is greater.
  3. A work request is defined as a situation where an employee experiences a significant interruption in personal time during non-duty hours in satisfying the Employer's request for information or action. Brief phone calls (less than five (5) minutes in duration) do not qualify as a work request.
- b. For purposes of this article, creditable work requests can be made by the Employer and representatives of the Employer on the Employer's behalf. This includes the following:
  1. ECBC supervisors who specifically request the employee to work outside of the normal workday, and who authorize the employee to receive overtime or compensatory time for the work to be performed.
  2. Work customers (e.g. personnel from HQ AMC, HQ RDECOM, TACOM-SBC, ECBC, JPEO- CBD, or JPM's). The employees contacted will notify their supervisor or, if the supervisor is unavailable,

notify the next supervisor in the chain of command by telephone as soon as practical to obtain authorization for the work to be performed and the overtime or compensation time to be granted.

- c. Upon returning to work, employees will submit overtime or compensatory requests for the after-hours work performed.
- d. The Employer will be respectful of employees' private lives and limit after-hours contact to situations that are of a significant magnitude (work request cannot wait until the next business day). Unless an emergency situation exists, the Employer shall limit contact to hours when employees are not typically sleeping.

Section 7. The Employer and the Union will work together to provide employees with an efficient process for the request and approval of overtime, compensatory time, and travel compensatory time. The process will minimize workload on employees to document their requests and minimize the number of reviews and approvals requiring employee intervention. The process shall not inhibit employees from requesting approval for overtime, compensatory time, and travel compensatory time as provided by law, regulations and this contract.

Section 8. Overtime – Advance Notice. The Employer agrees to give employees as much advance notice as practicable. If possible, this notice shall be given forty-eight (48) hours (two workdays) in advance. When notice is not given 48 hours in advance, the employee will not be required to work overtime if the full requirements of the overtime shift can be met.

Section 9. Compensatory Time.

- a. Employees shall be able to request compensatory time off in lieu of paid overtime.
- b. If an employee earns compensatory time off, the employee and supervisor will work together to schedule the compensatory time off at a mutually agreeable time prior to the end of twenty-six (26) pay periods from the date it was accrued. Earned compensatory time off will be administered in the same manner, following the same rules as annual leave. It is understood and the Parties support that compensatory time off will be managed like use or lose annual leave in order to schedule its use prior to conversion to paid overtime.
- c. Employees who are exempt from the Fair Labor Standards Act (FLSA) may be directed to receive compensatory time off in lieu of paid overtime for any/all hours of overtime worked. Employees who are nonexempt from the FLSA are entitled to receive paid overtime for any/all overtime hours worked unless compensatory time off is requested.

Section 10. The use of Compensatory Time vs. Annual or Sick Leave. An employee may request use of compensatory time in lieu of annual or sick leave. A request for compensatory time vs. annual and sick leave is requested using TMS and submitted to the supervisor for approval. Compensatory time used in lieu of annual or sick leave is entered on the labor tally.

## **ARTICLE 11 TRAVEL COMPENSATORY TIME**

### Section 1. General.

Employees receive travel compensatory time for hours spent in travel status and outside of normal official duty hours which is not otherwise compensated. Travel Compensatory time off is a separate form of compensatory time off that may be earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable IAW 5 CFR 550.1404. This 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).

The travel compensatory time ends when the traveler reaches their temporary duty station or lodging, whichever occurs first.

Section 2. Documentation and Authorization to Work Travel Compensatory Time/Overtime. Supervisors may approve travel compensatory time in accordance with law, rule, or regulation.

In advance of the commencement of travel, an employee submits a request for travel compensatory time in coordination with the temporary duty request to the site manger or designated representative. The Site Manager or designated representative verifies the request and any supporting documentation prior to approving the request. All travel compensatory time requires prior approval based on organizational mission requirements.

On occasion, travel compensatory time occurs without prior documented approval; i.e., unforeseen changes in commercial transportation schedules resulted in additional travel time outside of normal workday hours. Travel compensatory time requests will be documented and submitted after the fact.

### Section 3. Procedures.

- a. Employee official duty schedules cannot be adjusted to avoid accrual of travel compensatory time.
- b. There is no limit on the amount of travel compensatory time an employee can earn. However, employees will make every effort to travel within normal duty hours as much as possible.
- c. To qualify for travel compensatory time, travel must be officially authorized. In other words, travel must be for work purposes and must be previously approved by the Site Manager or an authorized representative as authorized under established ECBC policies.
- d. When an employee travels at a time other than the time selected by Employer, ECBC management will determine the estimated amount of time in a travel status the employee would have had if the employee had traveled at the time selected by ECBC management. ECBC must credit the employee with the lesser of (1) the estimated time in a travel status the employee would have had if the employee had traveled at the time selected by ECBC management, or (2) the employee's actual time in a travel status at a time other than that selected by ECBC management.
- e. With management approval, employees may choose to travel outside of non-duty hours to avoid an additional overnight stay. Travel compensatory will be earned for the time spent in travel status.
- f. When there is a change in travel schedule that results in travel compensatory time that was not previously approved, employees will make reasonable attempts to contact the supervisor or a designated approving official to obtain approval for the additional travel compensatory time.
- g. Although most employees do not receive holiday premium pay for time spent traveling on a holiday (or an "in lieu of" holiday), an employee continues to be entitled to pay for the holiday in the same manner as if the travel were not required. Thus, an employee may not earn compensatory time off for travel during basic (non-overtime) holiday hours because the employee is entitled to his or her rate of basic pay for those hours. Compensatory time off for travel 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.
- h. Travel compensatory can be earned for holidays worked during travel, but only for those hours outside of the normal duty schedule.
- i. Meal times are creditable toward travel compensatory time. The meal time

must occur during non-duty hours to be eligible for travel comp.

- j. Employees have 26 pay periods to use travel compensatory earned.
- Travel compensatory time is lost unless it is used within 26 pay periods of when it was earned.
  - Travel compensatory time is used in the same chronological order as it was earned.
  - Those employees temporarily performing military services will have travel compensatory time held in abeyance and will have 26 pay periods to use earned travel compensatory when they return.
- k. An employee must use his/her accrued travel compensatory time off for travel by the end of the 26th pay period after the pay period during which it was earned or the employee must forfeit such travel compensatory time off, except under certain circumstances

Section 4. The use of Travel Compensatory Time vs. Annual or Sick Leave. An employee may request the use of travel compensatory time in lieu of annual or sick leave. A request for compensatory time vs. annual or sick leave is submitted through TMS to the supervisor for approval. Travel compensatory time used in lieu of annual or sick leave will be entered on the labor tally.

## **ARTICLE 12 UNION REPRESENTATION**

Section 1. The Union's conduct of representational business is normally 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.

Section 2. Representational business is 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, any personnel policy or practice, or other general condition of employment as set forth in Article 5 of this Agreement.
- b. Meetings called by management to advise the Union of changes in personnel policies, practices or working conditions or other matters.

- c. Representing employees in complaints, a grievance, administrative and statutory procedures, including but not limited to, investigations of witnesses, appearances at hearings, etc. The Parties understand that efficient mission accomplishment, employee morale, and the maintenance of effective working relationships require an environment of open and honest communication between the supervisor and employee. Counseling sessions, whether formal or informal, are simply an extension of that communication and are non-disciplinary in nature. In understanding the true function of a counseling session, the Parties understand that an employee ordinarily would not have a right to Union representation except as otherwise identified in this Agreement; i.e., investigative meeting, formal meetings, grievances.
- d. Meetings requested by the Union to discuss representational matters.
- e. Negotiations in accordance with Article 20.

Section 3. Activities excluded from use of duty time included, 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 and distribution 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.

Section 4. An employee acting as a Union official or seeking Union assistance will request supervisory approval prior to leaving the immediate work site and will provide the supervisor as much advance notification as possible. Approval may be deferred when extremely compelling circumstances prevail. Approval will normally not be deferred for more than one workday. Deferral of the use of official time for representational business will not be included against time frames for processing grievances. The Union Vice-President and the CPAC will resolve any conflict.

- a. For labor tally sheet reporting, the Employer's designated special project code for Union activities is used daily to record the total amount of Union representational time used in each day.
- b. 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 duty time. The meeting may continue, by mutual consent of the Parties, or be rescheduled.

- c. If a Union representative, representing bargaining unit employees is summoned to appear in administrative hearing; i.e., Federal Labor Relations Authority (FLRA), Federal Services Impasse Panel (FSIP), the representative will be granted official duty status for that purpose. This applies to local hearings only. The Employer will, however, consider requests to attend hearings away from the local commuting area when the Union can demonstrate that such approval is in the best interest of the Employer.

#### Section 5. Use of Duty Time.

- a. The conduct of representational business shall normally be conducted during duty hours. The Union agrees that their representatives will recognize their responsibilities as government employees and shall conduct representational business with as much dispatch as possible.
- b. For the purpose of this Agreement, reasonable amounts of duty time shall be defined in the following manner: Vice President = 20 hours per month, Steward = 40 hours per month.
- c. The Parties agree to meet and discuss the need for additional hours for representational business on an as-needed basis for unusual circumstances (i.e., reduction-in-force, reorganization, etc.).
- d. Union members designated to participate in joint Union-management meetings, as recognized within this article, shall be allowed official duty time to participate in all scheduled meetings, if otherwise in a duty status.
- e. The Union representative shall inform the supervisor/team of the destination, estimated time required and general nature of business to be conducted.
- f. The Union representative shall record all time spent on Union representational business using the Employer's labor reporting system.
- g. Except in emergencies, when a Union representative is in an overtime duty status, any Union business request will be deferred until the next regular duty day.
- h. In the event that the use of duty time exceeds the reasonable definitions agreed to above, or is interfering with the representatives proper performance of official duties, the immediate supervisor and representative(s) of the CPAC

will objectively discuss the matter with the Union Vice President and Steward(s) to seek a satisfactory resolution.

i. Stewards.

1. At any given time, the Union is authorized up to two (2) Stewards, excluding Vice President, to use official duty time for the purpose of conducting representational business. The Union will provide the Employer with a list of Stewards that are authorized to use official duty time and identify each Steward's assigned area. The list will be updated as needed, but at least once per calendar year or upon written request from the Employer. The list or any changes to the list cannot be implemented any sooner than five (5) work days after receipt in CPAC.
2. In the event that the Vice-President acts as a Steward, the time specified in 5b above shall be inclusive of any representational duties conducted as a Steward.

Section 6.

- a. Upon written request, and subject to availability the Union shall be allowed to use ECBC meeting rooms for recruiting and/or informational meetings covering work related topics that impact a significant portion of the ECBC bargaining unit. Employee attendance and participation shall be outside of duty hours, i.e. lunch or after duty hours.
- b. The Union shall be allowed to use the RIA e-mail system to send newsletters directly to Union members with copy furnished to management.
- c. Management will provide an Outlook Public Folder for use by the Union to post announcements, documents and other information.

Section 7. Union/Management Sponsored Training.

- a. Administrative leave may be granted to Union officers and/or Stewards who have been designated in writing in accordance with the provision of this article, to attend Union- sponsored training when it is demonstrated by the Union that the training is of mutual concern to the Employer.
- b. A minimum of 30 calendar days prior to any scheduled training, the Union shall submit a request to the CPAC, setting forth the Union officers and/or Stewards (authorized to use official duty time) who will attend the training, the purpose of the training and provide an agenda to the Employer. The CPAC will then approve or disapprove the request for training subject to the mutual benefit of the Parties. All individuals approved for the training by the CPAC

must submit an SF 71 to their respective immediate supervisor who will make a determination, based upon workload, to approve or deny the request.

Section 8. The Parties recognize that the CPAC is the normal channel through which inquiries shall be made, or through which appointments will be made for any matter that cannot be resolved through normal supervisor/grievance channels. Such inquiries/requests for meetings shall not be used as a substitute for the grievance procedure, shall be made by phone, in writing (E-mail or hard copy) and shall be responded to by the CPAC. The Parties also agree that the same procedures apply when managers make inquiries to the Union, with the exception that the Vice-President of the Union is substituted for "CPAC".

### **ARTICLE 13 UNION-MANAGEMENT MEETINGS**

Section 1. The Parties agree that a partnership meeting between ECBC Management and the Union may be conducted on a semiannual basis.

Section 2. The subject meeting can be held at the request of either Party, to confer on personnel policies, practices, or other matters affecting the working conditions of unit employees.

Section 3. Such meetings shall be attended by no more than three (3) Union representatives, identified by the Union, and three (3) representatives of management.

### **ARTICLE 14 GRIEVANCE PROCEDURE**

Section 1. Scope of the Grievance Procedure. This procedure defines a structured process for resolving employee grievances. The goal of this procedure is to settle grievances between the immediate Parties at the lowest level within the organization. This procedure is the exclusive method available to bargaining unit employees for grievances concerning working conditions, supervisor/employee relationships, discipline (including official reprimands, suspensions, and removals) and any other matter not specifically excluded in this procedure (see Article 14, Section 4, Coverage).

- a. Grievances once processed under this procedure, involving the same individual and substantially the same facts, will not be resubmitted under this procedure or processed under any other procedure, either concurrently or sequentially.
- b. Bargaining unit employees who use this procedure to address grievances will submit grievances on an individual basis. Team grievances are not permitted under this procedure.

- c. Normal day-to-day discussions between employees and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the orderly consideration and resolution of employee complaints or grievances. A bargaining unit employee has the right to file a complaint or grievance without interference or threat of reprisal.

Section 2. Representation. A bargaining unit employee may self-represent or may be represented by the Union. If an employee chooses Union representation, the Union decides who the Union representative will be. The Union must also authorize the representative to serve as the Union's representative as well. In the event the employee chooses self-representation, the Union retains the opportunity to be present at any meeting that is integral to the processing of the grievance. The Union is entitled to be present to ensure that adjustment of the grievance is consistent with the contract, that the interests of bargaining unit employees are represented, and that unfavorable past practices are not developed. The Union may withdraw representation at any step of the grievance if the Union determines that the grievance has been satisfactorily resolved.

Section 3. Policy.

- a. If the Parties cannot reach agreement as to whether or not a grievance is covered under the grievance procedure or whether or not a grievance is subject to arbitration, the grievance will be referred to an arbitrator for decision.
- b. When presenting a grievance, the employee or the employee's representative is responsible to specifically identify the policy or regulation being violated and the specific remedial action requested.
- c. A bargaining unit employee may use the "administrative" grievance procedure for matters excluded from the negotiated grievance procedure. However, an employee cannot use the administrative grievance procedure for a matter covered by the negotiated grievance procedure.

Section 4. Coverage. This procedure excludes the following issues:

- a. Classification of any position that does not result in the reduction in grade or pay of the employee.
- b. Policy Content unless the complaint alleges that the local requirements are at variance with requirements established by a higher headquarters.
- c. Non-selection for promotion from a group of properly ranked and certified candidates.

- d. Action terminating a temporary promotion within a maximum period of five (5) years and returning the employee to the position from which he was temporarily promoted.
- e. Non-adoption of a suggestion or disapproval of a performance award, or other kind of honorary or discretionary award, including suggestion awards.
- f. Preliminary warning or notice of an action that, if effected, would then be eligible for consideration either as a grievance or appeal.
- g. Termination of temporary employees with a definite time limitation, including term employees and annuitants, on or before the expiration date of appointment.
- h. Allegations of mismanagement when no form of personal relief to the employee is appropriate. In such instances, the Site Manager may refer such matters to an Inspector General or Board of Officers for appropriate consideration as provided in AR 15-6.
- i. Separation of employees during probationary or trial periods.
- j. Reduction-in-force.
- k. Discrimination allegations that are properly referable as equal employment opportunity (EEO) complaints through the Agency EEO procedures.
- l. Any claimed violation of subchapter III of chapter 73 of 5 U.S.C. (relating to prohibited political activities).
- m. Suspension or removal under section 5. U.S.C. 7532.
- n. Any examination, certification, or appointment.
- o. This procedure excludes the following matters for which appeal procedures exist:
  - 1. Decisions from higher authority on retirement, life insurance, or health insurance.
  - 2. Involve issues over the decision by higher authority on approval or denial of benefits.
  - 3. Furloughs of 30 days or less.

Section 5. Grievances/Issue of Discrimination.

- a. If an employee raises the issue of discrimination or the Parties become aware that the same issue or substantially the same facts are serving as the basis of an EEO complaint, the employee is referred to the EEO Office.
- b. Grievance processing is delayed two (2) workdays to provide the employee the opportunity to consider whether the basis of the grievance is alleged discrimination. The employee will either process the grievance on issues other than alleged discrimination or pursue the issue under the EEO complaint procedures, but not both.
- c. The employee will place the decision in writing. If the grievance is not reactivated within three (3) workdays from the day the issue of discrimination was raised no further processing of the grievance under the negotiated grievance procedure will occur.

Section 6. Matters of Discipline. Grievances resulting from disciplinary action will be introduced in the employee grievance procedure at the third step.

Section 7. Grievance Form. The Parties mutually agree upon a grievance form. As a minimum, this form shall contain appropriate space for the following information:

- a. Employee's name.
- b. Organization.
- c. Grievance control number.
- d. Union representative.
- e. Article and section of the Agreement allegedly violated.
- f. Detailed description of the circumstances concerning the grievance.
- g. Resolution desired.
- h. For each step of the procedure: the name of the management official hearing the grievance, the date the grievance is received, the date the grievance meeting is held, and the date the decision is rendered.

Section 8. Time Limits. All grievances must be initiated within ten (10) workdays after the employee knew or, with reasonable diligence, should have known of the occurrence of the matter out of which the grievance arose.

- a. Failure of the employee to process complaints or grievances within the limits

- prescribed in each step of the grievance procedure will automatically cancel the complaint or grievance and the grievance receives no further consideration.
- b. Failure of the Employer to answer written grievances within the time limits prescribed in each step of the procedure shall permit the Union to refer the case to the succeeding step of the procedure.
  - c. During any step of this grievance process, the Parties may agree to grant time-limit extensions.

#### Section 9. Procedures.

##### a. Step 1 - Verbal.

1. A bargaining unit employee having a complaint takes the initiative to inform the first-line supervisor of the complaint and informs the first-line supervisor Step 1 grievance rights are being exercised. Both Parties try to resolve the complaint. The employee describes to the first-line supervisor the action or circumstances that led to the complaint and the desired corrective action needed to resolve the complaint.
2. The first-line supervisor is responsible to respond to the employee in writing within three (3) workdays of receiving the complaint. If the complaint is not resolved within three (3) workdays from the date the employee presented the complaint to the first-line supervisor, the employee may proceed to Step 2 of this procedure.

##### b. Step 2 - Written.

1. After attempting to resolve the complaint through Step 1, a bargaining unit employee may proceed to Step 2 of the procedure by recording the complaint on a grievance form. Prior to submitting a Step 2 grievance, the employee must properly complete the grievance form. Duty time is not authorized to PREPARE a written grievance. The Union representative or the employee will personally submit the written grievance to the first-line supervisor or the first-line supervisor's designated representative within three (3) workdays from receipt of the Step 1 decision.
2. Upon receipt of a written grievance, the first-line supervisor is responsible for acquiring the grievance control number from the CPAC. On the grievance form, the first-line supervisor annotates the date received, the Step 1 decision date.

3. Upon receipt of the written grievance, the first-line supervisor personally submits the written grievance to the Step 2 Panel. The Step 2 Panel schedules the Step 2 grievance meeting and informs the Parties. In an attempt to resolve the grievance, a grievance meeting will be held within three (3) workdays from receipt of the written grievance.
  4. Within four (4) workdays after the conclusion of the Step 2 meeting, the panel prepares a written decision and passes the decision to the employee. If the grievance is settled to the employee's satisfaction, the grievance receives no further consideration. If the grievance is not settled to the employee's satisfaction, the employee may proceed to Step 3 of this grievance procedure.
- c. Step 3 - Written.
1. The employee's Union representative or the employee personally submits the written grievance to the second-line supervisor within three (3) workdays of receipt of Step 2 decision.
  2. The second-line supervisor annotates on the grievance form the date of receipt and schedules and holds the Step 3 grievance meeting within three workdays from receipt of Step 2 decision. The second-line supervisor informs the Parties of the scheduled meeting.
  3. The second-line supervisor, in coordination with the Site Manager, makes a Step 3 decision within seven (7) workdays from the date of the Step 3 meeting. If the grievance is settled to the employee's satisfaction, the grievance receives no further consideration. If the grievance is not settled to the Union's satisfaction, the Union may make a written request to the CPAC requesting the unresolved grievance be submitted for arbitration; such request is made to the CPAC within ten (10) workdays after the Union's receipt of the Step 3 decision.

#### Section 10. Arbitration.

- a. When the Parties have exhausted every step of the negotiated grievance procedure and the dispute still is not resolved; the final step is arbitration. The Union or Management can invoke arbitration. An employee cannot invoke arbitration.
- b. In selecting an arbitrator, the Parties request a list of qualified arbitrators from the CPAC. The CPAC requests an arbitrator list from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The CPAC and the Union decide who will arbitrate their dispute by

striking names from the list in rotation, until only one (1) name remains. The CPAC and the Union decide who strikes the first arbitrator name by flipping a coin.

- c. The Union and ECBC equally split the expense of an arbitrator.

Section 11. Step 2 Panel. The ECBC Site Manager determines the panel members of the three-member Step 2 Panel consisting of management representatives.

Section 12. Union Witnesses.

- a. At each step of the grievance procedure, the employee or Union representative is permitted to call relevant employee witnesses who will suffer no loss of pay for so serving, if otherwise in a duty status. Employees serving as witnesses will not be forced to do so.
- b. For the purpose of substantiating the contentions or claims of the grievance party, the Employer, upon request from the Union, releases pertinent records to the Union insofar as permissible without violating laws, regulations, and governmental policies governing the release of information or records.

Section 13. Employer Witnesses. The Employer may call witnesses, or management representatives it deems necessary to bring about a satisfactory settlement to a complaint or grievance.

Section 14. Termination of the Grievance. If an employee resigns, dies, or is separated by any action other than removal while a grievance is being processed for decision and no compensation issue is involved, grievance action is stopped and all interested Parties are notified the case is closed without decision. A copy of the closed notification is enclosed in the case record.

Section 15. Settlement of the Grievance. When a grievance is settled at any step of this procedure, the grievance is considered settled in its entirety and no further grievance action is taken.

Section 16. Union Representation. Union representatives may not solicit grievances. This provision does not refer to normal contract administration conducted by Stewards.

Section 17. Official Time.

- a. A Union representative is afforded official time to prepare, participate and present grievances.
- b. An employee is afforded a reasonable amount of duty time to seek advice and assistance on rights and privileges under governing regulations and for

obtaining information and assistance relating to the grievance. Duty time is not authorized to prepare a grievance.

Section 18. Employer-Initiated Grievance. An Employer-initiated grievance is processed under the above procedures, altered to the extent that the CPAC initiates the procedure by notifying the Union.

**TABLE. Grievance Procedure**

STEPS	TIME LIMITS	DESCRIPTION
<p><b>Step 1</b> Verbal Notification</p>	10 work days	Employee has 10 days from occurrence to address grievance orally. Address verbal grievance with 1 <sup>st</sup> Line supervisor.
	3 work days	1 <sup>st</sup> Line supervisor has 3 workdays from receipt to respond to employee's oral grievance.
	3 work days	Employee has 3 workdays from Step 1 decision to submit written grievance and exercise Step 2.
<p><b>Step 2</b> Written Notification</p>	Upon Receipt	Upon receipt, the 1 <sup>st</sup> line supervisor will submit written grievance to Step 2 Panel.
	3 work days	Panel has 3 workdays from receipt of written grievance to hold a grievance meeting with employee.
	4 work days	Panel has 4 workdays from the date of the Step 2 meeting to issue a grievance decision.
	3 work days	Employee has 3 workdays from receipt of Step 2 decision to submit written grievance and exercise Step 3.
<p><b>Step 3</b> Written Notification</p>	3 work days	2 <sup>nd</sup> Line Supervisor has 3 workdays from receipt of Step 3 grievance to schedule and hold meeting and inform Parties of meeting.

Reference Article 14, Grievance Procedure.

**ARTICLE 15**  
**EMPLOYER AND UNION DISPUTES**

Section 1.

- a. The purpose of this article is to provide for the satisfactory settlement of grievances involving application and/or interpretation of this Agreement where no individual employee grievance is involved.
- b. Questions, which cannot be resolved by the Parties as to whether or not a grievance is a matter subject to the provisions of this procedure, shall be referred to arbitration for decision.
- c. All grievances must be processed to Step 1 of this procedure within ten (10) workdays after the Union knew, or, with reasonable diligence should have known of the occurrence of the matter out of which the grievance arose.
- d. If the dispute has bargaining unit-wide impact, it will be introduced in the process at the second step.

Section 2.

- a. Step 1. The Union reduces the grievance to writing on the grievance form and notifies the Site Manager of their desire to establish a Step 1 meeting to discuss the grievance. The Site Manager will arrange and hold the meeting within three (3) workdays of the request. The Site Manager will provide the Union with a written decision within five (5) workdays from the conclusion of the meeting. If the Union finds the decision unsatisfactory, the Union processes the grievance to the next step of the procedure.
- b. Step 2. Within five (5) workdays from the date of the Step 1 decision, the grievance is submitted to the CPAC, where the date of receipt is annotated on the grievance form. The CPAC schedules, informs the Parties, and holds the meeting within three (3) workdays of the request. Within five (5) workdays from the conclusion of the meeting, the Labor Relations Officer or his designated representative provides the Union with a written decision.
- c. Step 3. Within five (5) workdays from the date of the Step 2 decision, the grievance may be submitted to CPAC, where the date of receipt is annotated on the grievance form. The Management and Union Negotiating Committees will meet within five (5) workdays to discuss the grievance. The Union shall be provided with a written decision. If unsatisfactory, the Union may request the grievance be submitted to arbitration by so notifying the CPAC within 30 workdays of the written decision.

Section 3. Employer-initiated grievances are processed under the above procedure, altered to the extent that the CPAC initiates the procedure by notifying the Union.

## **ARTICLE 16 WORK SCHEDULES**

Section 1. Purpose. The purpose of this article is to establish employee work schedules at the Rock Island site.

Section 2. Policy. Employees will elect to participate in an 8-hour day flexitour schedule, a 5/4/9 Compressed Work Schedule (CWS), or a 4-1/2/9 Compressed Work Schedule.

Section 3. Definitions.

- a. **Workday.** A period of eight hours of duty for employees on a flexitour schedule, or no more than 9 hours for employees on a compressed work schedule (CWS).
- b. **Flexitour Schedule.** An 80-hour biweekly work requirement that is scheduled for 10 workdays. Daily tours of duty are completed within the business day.
- c. **5/4/9 Compressed Work Schedule (CWS).** An 80-hour biweekly basic work requirement that is scheduled for less than 10 workdays. The 5/4/9 consists of eight, nine-hour days; one, eight-hour day; and a scheduled Regular Day Off (RDO) each pay period. Daily tours of duty are completed within the business day.
- d. **4-1/2/9 Compressed Work Schedule.** An 80-hour biweekly work requirement that is scheduled for 10 workdays. The schedule consists of eight, nine-hour days and two, four-hour days in each pay period. The two four-hour days will be scheduled on the Friday of each week. Daily tours of duty are completed within the business day.
- e. **Basic Work Requirement.** The number of hours, excluding lunch period and overtime hours, which an employee is required to work or is required to account for by leave, either 40 hours in a week if on flexitour or 80 hours over a pay period if on CWS.
- f. **ECBC Standard Business Day (SBD).** ECBC is normally open for business 0600 through 1800 hours. Employer can change employee's work schedule as mission requires.

- f. Core Business Hours (CBH). Core business hours are between 0830 and 1430. During core business hours, all ECBC employees will be available to conduct ECBC business, unless on a Regular Day Off, or a four-hour day, or on leave.
- g. Workday Start Time (WST). Employees may preselect workday start times with supervisory approval within the hours of 0600 to 0830 in 15 minute increments.

#### Section 4. General Provisions

- a. Employees electing to work on a supervisor-approved work schedule must remain on that schedule. An employee may submit a request to change his/her schedule through TMS. All requests require supervisor approval prior to enactment. The supervisor may disapprove an employee's requested schedule on an individual basis for mission-related reasons. If agreement is not reached, the supervisor assigns the tour. Upon the employee's request, the supervisor will provide the reason(s) for disapproval in writing.
- b. Depending upon mission requirements, an approved schedule may be changed at the discretion of the supervisor.
- c. The supervisor determines minimum staffing levels. In the event minimum staffing levels are not met through natural distribution of the employees' requests, employees are assigned to a tour to provide the necessary coverage, beginning with the employee with the lowest service computation date. In the event coverage is not provided during the authorized lunch period, the supervisor assigns a lunch period based on an employee's start time.
- d. Approved tours of duty may require temporary adjustments to accommodate meetings/conferences, changes to workload requirements, TDY assignments (employees, when possible, should adhere to the host activity's work schedule), training courses and/or special projects. When temporary adjustments are required, the employee requests approval from the supervisor before the end of the tour of duty the previous day of a need for a revised temporary work schedule change. The change is enacted upon approval of the supervisor.
- e. Approved lunch periods can be scheduled for a minimum of 30 minutes and up to 90 minutes between 1030 and 1300 hours. Lunch periods must be staggered to provide adequate coverage throughout the lunch period.
- f. If the hours worked in a duty day are less than the scheduled hours, all employees are required to use the amount of sick or annual leave, or

compensatory time required to cover the remaining scheduled hours in the duty day.

Section 5. Specific Provisions

a. Schedule Options. Employees may schedule workdays of up to 9 hours in one-hour increments in combinations to equal 80 hours over a two week pay period. Schedule options are as follows:

1. 10 eight-hour days over two weeks.
2. 5-4/9 schedule of 8 nine-hour days, an eight-hour day and one scheduled Regular Day Off (RDO).
3. 4-1/2/9 schedule with 8 nine-hour days and 2 four-hour days.

b. Flexitour Components

1. All days are 8-hour days.
2. Employees work five (5) days each week, Monday through Friday.
3. A flexitour schedule can be requested and approved by the supervisor with differing start/end time for each day of the week, but must comply with the SBD tour, CBH, and WST.
4. Daily tours of duty must be completed within the business day.

c. 5/4/9 Compressed Work Schedule (CWS) Components.

1. The tour of duty can be requested and approved by the supervisor with differing start/end time for each day of the week, but must comply with mission requirements. The schedule will comply with the SBD tour, CBH, and WST.
2. The workweek is Monday through Friday. All RDO's are scheduled on Fridays.
3. An employee may request moving the 8-hour day or RDO in lieu of using leave. This may only be done in the same pay period, and does not constitute a change to the approved schedule. Switching for this purpose requires supervisor approval and is only authorized for an entire workday, not a portion of the day.
4. Moving the 8-hour day solely for the purpose for gaining 9 hours of holiday leave, is not allowed.

d. 4-1/2/9 Compressed Work Schedule Components.

1. The tour of duty can be requested and approved by the supervisor with differing start/end time for each day of the week, but must comply with mission requirements. The schedule will comply with the SBD tour, CBH, and WST.
  2. The workweek is Monday through Friday. All four-hour days are scheduled on Fridays.
  3. An employee may request moving the four-hour days in lieu of using leave. This may only be done in the same pay period, and does not constitute a change to the approved schedule.
  4. If a holiday falls on a Friday of a pay period, the four-hour day will be moved to the preceding Thursday. Employees will submit a tally to reflect this change in the work schedule for the impacted pay period. To move the four-hour day to a different day in the pay period, an employee will submit a request through the TMS.
- e. Employees on a TDY or training mission may be required to adjust their tour of duty to comply with the mission requirements. Employees on extended TDY at locations that do not participate in a similar work schedule may be required to make a temporarily change to the tour of duty to match mission demands at the hosting activity.
- f. Military Leave will be handled in accordance with 5 United States Code and Office of Personnel Management Guidance.
- g. Employees may request a temporary schedule adjustment to change starting and quitting times, and lunch period for a specified duty period. Changes must be requested one (1) day in advance and be approved by a supervisor.

Section 6. Timekeeping.

- a. Employees will submit a tally of hours worked or leave taken to their designated timekeeper for the current pay period. The Employer will provide an efficient system of record that will minimize workload on employees for submission of this information. Employees, to the best of their ability, will provide accurate tallies of hours. In the event that errors are discovered, the timekeeper or the Employer will contact the employee to correct the hour totals.

- b. If there is a change in hours worked or leave taken, employees will submit a revised tally to their timekeeper. In the event that an employee does not have access to the system of record (e.g. on travel), the employee may submit tally information via phone or e-mail.

Section 7. Breaks.

- a. In the interest of maintaining employee effectiveness, the Employer agrees that employees shall be granted a break, normally ten (10) minutes during each half (typically, morning and afternoon) of the duty day. For full-time employees, breaks will normally be taken during the midpoint of each half of the duty day. Part-time employees shall be granted a single break when working at least four (4) hours during the day. Part-time employees will take the break near the midpoint of their duty day.
- b. Breaks do not include a reasonable number of restroom visits. They also do not include a reasonable number of respites to perform non-computer intensive job duties for employees who predominantly use the computer and need time to relieve eye strain and muscle fatigue. (Example: Employee ceases the use of computer for a brief period to check voice mail, make copies, or discuss a work issue with a co-worker)
- c. In the event an employee is required to work a tour of duty 12 hours or greater in duration, the employee may be allowed a reasonable rest period after completing the tour and before starting a new tour. A sufficient rest period will be coordinated with and reviewed for approval by the Employer. The duration of the rest period will allow the employee to resume work in a safe and effective manner.

**ARTICLE 17  
TELEWORK**

Section 1. Purpose. To establish policy and procedures pertaining to telework for eligible employees assigned to the Edgewood Chemical Biological Center at Rock Island, IL.

Section 2. Policy

- a. Legislative mandate for telework was established in 2000 (§ 359 of Public Law 106-346). This law states that “each Executive Agency shall establish a policy under which eligible employees of the Agency may participate in telecommuting (telework) to the maximum extent possible without diminished employee performance.”

- b. Telework may be authorized for employees upon approval by the ECBC Telework Approving Official for the following reasons:
  1. In support of ECBC Continuity of Operations Plan (COOP).
  2. To accommodate an employee's medical condition.
  3. Upon employee request.
- c. Telework is not an employee right, even if the employee is considered eligible by OPM standards and/or the individual Agency standards. Denial and termination decisions will be based on business needs or performance, and not for personal reasons.

### Section 3. Definitions

- a. Telework: Office of Personnel Management (OPM) defines telework as “work arrangements in which an employee regularly performs officially assigned duties at home or other work sites geographically convenient to the residence of the employee.”
- b. COOP: The Federal Emergency Management Agency's Federal Continuity Directive (FDC) 1 defines COOP planning as “an effort within individual agencies to ensure they can continue to perform their Mission Essential Functions (MEFs) during a wide range of emergencies, including localized acts of nature, accidents, pandemic influenza, and technological or attack-related emergencies.”
- c. Mission Essential Functions (MEFs) related to COOP:
  - MEF A: Functions that must continue without interruption and directly support the priority missions of the higher headquarters and the unit's own MEFs. These are MEFs of such importance that they must continue to be performed regardless of what is happening around the organization or in the world.
  - MEF B: Functions that an Agency can defer no longer than 48 hours from “H” hour, which is the time that the Site Manager declares a COOP event.
- d. Telework Coordinator. A Telework Coordinator will be designated to serve as the key point of contact for policy and program questions. Employees should maintain contact with their Telework Coordinator for support and assistance as well as to ensure they follow the Site's policy and procedures.

### Section 4. Procedure

- a. Requirements.

1. Eligibility. ECBC employees meeting the requirements stated in Section 2, Policy may work from home or at a geographically convenient site. Eligibility for participation in telework will be determined by applying OPM guidelines, ECBC Policy, and mission requirements. In general, employees must have jobs that don't require face-to-face contact, hands on contact with machinery, or other physical presence/ site dependent activity. In addition, employees' last performance rating must be Fully Successful or higher for eligibility.
2. Request. To be considered for telework, employees will submit a written request to the supervisor. This request will cover specifics about the proposed telework arrangement to include work location, equipment needs, descriptions of job tasks, telework schedule (if different than on-site schedule), and contact information. Each request will have the endorsement of the employees' supervisor.
3. Approval. The ECBC Telework Approving Official will review the employee's telework request and provide an approval or denial decision to the employee in a timely manner.
4. Denial. If the employee's request is denied, the Employer will provide a reason for denial in writing. The denial will include information on the conditions or actions required to allow approval in the future.
5. Signed Agreement. Individuals approved for telework are required to prepare, sign, and comply with a Telework Agreement. The format and type of information contained in the ECBC Telework Agreement form will be mutually agreed upon by the Employer and the Union. All Telework Agreements will include a Safety checklist per ECBC Policy.
6. Safety Responsibilities of Teleworker.
  - a) Provide an appropriate telework space.
  - b) Complete the safety checklist certifying the space is free from hazards and provide a copy to the supervisor.
  - c) Immediately report any work-related accident occurring at the telework site and provide the supervisor with all medical documentation related to the accident.
7. Security Responsibilities of Teleworker.
  - a) Participate in Agency information systems security training.

- b) Provide a high level of security to any personal or private information accessed at the telework site or transported between locations.
  - c) Remain sensitive to individual rights to personal privacy.
  - d) Comply with Agency policies and with any additional requirements spelled out in the Telework Agreement.
8. Termination. The ECBC Telework Approving Official can terminate employee's telework arrangements based on a change in mission, business needs, or employee's performance. A written notification will be issued by the supervisor notifying the employee of the termination and any conditions or actions necessary to reinstate his/her Telework Agreement.
- b. Training.
- 1. Employees approved for telework, in accordance with the ECBC Policy or COOP Plan, shall receive OPM online telework training, which can be accessed via the joint OPM/GSA Telework Website.
  - 2. The Telework Coordinator will coordinate the required training with the Site Training Coordinator to insure all training is documented for each employee.

## **ARTICLE 18 PROVISIONS OF LAW AND REGULATIONS**

Section 1. 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 the Code of Federal Regulations; 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, or authorized by the terms of a controlling Agreement at a higher Agency level.

Section 2. 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 19 MATTERS APPROPRIATE FOR NEGOTIATION**

Section 1. The Parties negotiate policies and practices related to working conditions that are within the discretion of the Employer. The Parties of this Agreement make decisions and reach concession, to include, but not limited to, matters of safety, training, labor-management cooperation, employee services, methods of adjusting grievances, leave, promotion plans, reduction-in-force practices, hours of work, and other subjects as appropriate under the provisions of 5 U.S.C. Chapter 71.

Section 2. This Agreement does not alleviate the responsibility of either Party to meet on matters not covered by this Agreement, which come within the scope of meeting and conferring. The Employer negotiates with the Union before issuing any official ECBC regulations, policies, SOPs which affect the working conditions, prior benefits, and/or personnel policies and practices covering the employees within the bargaining unit, but which are not specifically covered by this Agreement.

Section 3. The Employer agrees that when employees are adversely affected by the impact of realignment of the workforce or by technological changes, to negotiate with the Union on the impact and implementation of these changes and any appropriate arrangements for adversely affected employees.

Section 4. No agreements between the Union and individual supervisors, or the Employer and individual Stewards are made that either expand or limit the provisions of this negotiated Agreement. Any expansion, limitation, or deviation of this Agreement must be mutually agreed to by the Union and Management and signed by the Union president and the CPAC Labor Relations Officer or their designated representatives.

Section 5. The Parties recognize the right of the Union to advance proposals for consideration under the provisions of 5 U.S.C. 7106(b) which effects the numbers, types and grades of employees for positions assigned to the organizational subdivision, work project or tour of duty.

## **ARTICLE 20 DURATION OF AGREEMENT**

Section 1. In accordance with 5 USC 7114(c), the Agreement between the Parties will be submitted to the Head of the Agency or his designee to determine compliance with applicable laws, rules, and regulations. Where violation of applicable laws, rules, or regulations, are found, the Head of the Agency or his designee will advise the Site Manager, ECBC, of the specific violation and furnish the appropriate citation of applicable laws, rules, regulations, or decision of the appropriate authority. The Parties will meet and negotiate the required changes in the Agreement. Disputes will be processed through applicable procedures. The Agreement will be distributed to all bargaining unit employees as soon as possible (within 30 days) after the Parties have

negotiated any required changes.

Section 2. This Agreement shall remain in full force and effect for two (2) years from the date approved by the Department of Defense, Field Advisory Service or the 31<sup>st</sup> day after execution by the Site Manager, whichever is earlier. The Parties agree to meet six (6) months prior to the expiration of the Agreement to consider a request of either Party to mutually extend the terms.

Section 3. The expiration date of the Agreement shall be considered to be 11:59 p.m. on the day prior to the anniversary of the approval date as defined in Section 2.

Section 4. Either Party may give written notice to the other, not more than one hundred and five (105), nor less than sixty (60) days prior to the first anniversary of the Agreement, of its intention to open mid-term negotiations. In the event of mid-term negotiations, either Party may designate up to three (3) contract articles to be renegotiated. The Parties agree to meet at a mutually agreeable time in accordance with the provisions of Article 19 of this Agreement to conclude mid-term negotiations.

Section 5. Either Party may give written notice to the other, not more than one hundred and five (105), nor less than sixty (60) days prior to the expiration or termination date of this Agreement, or any anniversary date thereafter, of its intention to renegotiate or terminate this Agreement, or any part thereof. The Parties will meet within a reasonable amount of time to begin negotiations.

Section 6. If neither Party gives timely notice, this Agreement shall be automatically renewed for one (1) additional year from the expiration date or any anniversary date thereafter.

Section 7. If re-negotiation of this Agreement is in progress, including the use of third party dispute settlement procedures, the provisions of this Agreement will remain in effect until negotiation of the new Agreement has been completed.

Section 8. 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.

Section 9. The Parties agree that upon the effective date of this Agreement, all memorandums of understanding predating this Agreement are null and void.