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AGREEMENT

Pursuant to the policy set forth in Title 5, U.S. Code Chapter 71, Federal Service Labor-Management Relations Statute, and all its existing and future amendments, the following articles constitute an agreement by and between the Rock Island Arsenal (RIA), Rock Island, Illinois, hereinafter referred to as the Employer; and Local 15, National Federation of Federal Employees (NFFE) hereinafter referred to as the Union, and collectively known as the parties. This agreement is entered into pursuant to exclusive recognition granted under 5 USC 7111 on 1 April 1988, Case No. 5-RO-80005, as amended on 7 June 1988, Case No. 5-AC-80002.

It is also agreed and understood this agreement will have the full force and effect of regulations in the unit.

ARTICLE 1

EXCLUSIVE RECOGNITION AND
COVERAGE OF AGREEMENT

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all non-supervisory Police Officers and Guards in the Law Enforcement Division of the Directorate of Law Enforcement and Security of Rock Island Arsenal, including temporary appointments of more than 180 days.

Section 2. Specifically, excluded from the bargaining unit are all professional employees; management officials; supervisors; WG employees; and employees described in 5 USC 7112 (b) (2) (3) (4) (6) and (7).

ARTICLE 2

DEFINITIONS

Amendment/Supplement - Modification of the basic agreement, to add, delete, or change portions, sections or articles of the agreement.

Authority - The Federal Labor Relations Authority established by 5 USC Chapter 71.

Collective Bargaining - The performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to 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 ruled as non-negotiable by Federal Law.

Discussion - Communications 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.

Grievances - Any complaint by any employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any employee; or by any employee, the Union, or the Employer concerning the effect or interpretation, or a claim of breach, of this contract, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

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

Negotiability Dispute - A disagreement between the parties as to the negotiability of an item. Negotiability disputes shall be resolved in accordance with 5 USC Chapter 71.

Negotiation - Bargaining by representatives of the Employer and the Union in recognition of their mutual obligation to meet and bargain in a good faith effort on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, as appropriate under 5 USC, Chapter 71, or other amended Federal Laws, statutes, or regulations of higher authority with the view of arriving at a formal agreement. The purpose of negotiation is to mutually reach satisfactory resolution to problems so as to improve conditions of the place of employment and thereby, to improve morale and increase efficiency.

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

ARTICLE 3

MID-CONTRACT NEGOTIATIONS

Section 1. Matters appropriate for mid-contract negotiation shall involve those negotiable issues which are either newly formulated, or changes to established, personnel policies and practices during the term of this agreement, which affect the working conditions of unit employees.

Section 2. On Employer proposed changes management will provide the Union with advance notice prior to the establishment of, or change to, any personnel policy or practice not covered by this agreement which has an effect on the working conditions of unit employees. The advance notice may be either oral or written. New or changes to regulations, supplements or regulations, circulars, and pamphlets shall be proposed in writing to the Union.

Section 3. If presented in writing, the following procedure shall apply:

a. the Labor and Management-Employee Relations Division will provide the Union with a copy of the proposed document. The Union will initial receipt of the proposal.

b. The Union will review the proposal within ten (10) workdays and respond in one of the following ways:

(1) If the proposal is acceptable, no response by the Union will be required.

(2) If there are no questions, and the proposal is not acceptable, the Union will submit a written request for negotiations.

(3) If there is a question, the Union will make a written request to the Labor and Management-Employee Relations Division to meet with the proposal's proponent. The Union will indicate the area(s) requiring clarification or discussion.

c. If, after discussion with the proponent:

(1) The proposal is acceptable, no response by the Union will be required.

(2) The proposal is unacceptable, the Union will submit a written request to negotiate the proposals. The request will be submitted to the Labor and Management-Employee Relations Division within five (5) workdays after discussion.

Section 4. If presented orally, the following procedure shall apply:

a. The discussion shall be held with the vice president of the Union, or designated representative.

b. If the proposal is understood and acceptable, the Union shall so indicate either orally or in writing at the conclusion of the discussion.

c. If there are questions concerning the proposal which cannot be addressed by the management official(s) in attendance, the discussion shall be adjourned, for a period, normally not to exceed five (5) workdays, to provide management the opportunity to research the response to the question. After being provided with a response to their question(s), the Union shall have five (5) workdays to either acknowledge acceptance of the proposal or to submit a written request for negotiations.

d. If the proposal is understood, but the Union desires to further consider its response, the discussion shall be adjourned and the Union provided ten (10) workdays to either acknowledge acceptance of the proposal or to submit a written request for negotiations.

Section 5. Non-response by the Union within prescribed time frames will be interpreted as an acceptance, and the Employer may implement the proposal without further recourse.

Section 6. The negotiating committees shall consist of two (2) to three (3) members each. Negotiations shall normally be conducted during duty hours (day shift). Employees' tours of duty will be adjusted upon request to facilitate negotiations.

Section 7. The parties will formalize their agreements through memorandums of understanding or other appropriate documents that will constitute an amendment or supplement to the agreement and will be binding upon the parties with the same force and effort as other provisions of this agreement.

Section 8. If, following good faith negotiations, either party determines a dispute has developed, that party shall notify the other party in writing. Either party shall have ten (10) calendar days upon receipt of such notification to request the services of the Federal Mediation and Conciliation Service. If the Union does not request the services of the FMCS, or the services of the FMCS do not result in an agreement; the Employer may unilaterally implement the proposed change along with any agreed to changes. This shall not preclude the Union from seeking the services of the Federal Service Impasses Panel. The

parties recognize that the services of the FSIP may require the Employer to add to, amend, or delete the implemented change. The Employer agrees that those changes which impact only the unit or section thereof, for which there is no urgency, will not be implemented until any resulting impasses have been resolved.

ARTICLE 4

PROVISIONS OF LAW AND REGULATIONS

Section 1. It is agreed and understood by the Union and the Employer that in the administration of all matters covered by this Agreement, officials and employees are governed by the U.S. Constitution; by existing or future laws and regulations of appropriate government-wide authorities; by published Agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published Agency policies and regulations required by law or the regulations of appropriate government-wide authorities.

Section 2. The parties will consider relevant case law and other decisions made by the Federal Courts, the Federal Labor Relations Authority, the Federal Service Impasses Panel, the Office of Special Counsel, Office of Personnel Management, the U.S. Comptroller General, and arbitration decisions.

ARTICLE 5

RIGHTS OF THE EMPLOYER

Section 1. Subject to Sections 2 and 3 below, the Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency and, in accordance with applicable laws:

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

b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

c. With respect to filling positions, to make selections for appointments from;

(1) Among properly ranked and certified candidates for 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 parties from negotiating, 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.

Section 3. Nothing in this article shall preclude the parties from negotiating:

a. Procedures which the Employer will observe in exercising any authority under this article; or

b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by the Employer.

Section 4. The right to make reasonable rules and regulations is an acknowledged function of the Employer. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer recognizes its obligation to meet and confer with the Union in such matters in accordance with 5 USC, Chapter 71.

ARTICLE 6

RIGHTS OF EMPLOYEES

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. Each employee shall be protected in the exercise of these rights. As provided by 5 USC, 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, the Congress, and other appropriate authorities.

b. To engage in collective bargaining with respect to conditions of employment through representatives.

Section 2. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by an employee for the payment of dues through payroll deductions.

Section 3. Employees have the following common rights:

a. Any employee in the bargaining unit has the right to bring matters of personal concern to the attention of 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 and to be represented by the Union during the course of the grievance procedure and disciplinary and adverse action procedures.

c. Each employee in the unit shall be protected in the exercise of these rights, freely and without fear of penalty or reprisal.

d. The rights of the Union under the provisions of the agreement shall not be construed to preclude an employee from being represented by an attorney or other representatives, other than the Union, of the employee's own choosing in any grievance or appeal action, except those filed under the negotiated grievance procedure.

Section 4.

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

(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 agrees to annually inform employees of their rights as stated in this section.

Section 5. The Employer affirms the right of an employee to conduct his/her own private life as he or she deems fit. Employees shall not engage in activities which adversely affect their job performance or conflict with Standards of Conduct.

Section 6. Employees will not be discriminated against by the Employer or the Union because of race, color, religion, sex, national origin, age, marital status, handicapping condition (physical or mental), lawful political affiliation, or membership or non-membership in the Union. Discrimination against or sexual harassment of any employee may be cause for disciplinary action under applicable regulation or procedure against the person causing the discrimination/harassment.

Section 7. The employee has a right to be provided a copy of any official personnel record maintained by the Employer in the Official Personnel Folder (201 file) upon request of the employee and at no cost to the employee.

Section 8. Counseling and warning sessions involving unit employees will be conducted privately.

Section 9. If requested, by the employee, the Employer will allow a Union representative, if reasonably available, to be present in conducting a search of personal affects.

Section 10. The Employer shall notify the employee of complaints or concerns addressed to the Employer about the employee's conduct, behavior or performance in the course of the employee's duties that the Employer considers significant. The employee shall be given the opportunity to address the complaint or concern orally or in writing to the supervisor. The Employer will not keep records of complaints or concerns about employees without having given the employee an opportunity to respond.

ARTICLE 7

UNION RIGHTS

Section 1. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the bargaining unit.

Section 2. 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 of the bargaining unit or their representatives concerning any grievance or any personnel policy, practice or other general condition of employment.

Section 3. For the purpose of this agreement the definition of "formal discussion" referenced in Section 2 above means, but is not limited to the following:

a. Any discussion regarding the Employer's intent to change a personnel policy or practice.

b. Any discussion regarding the Employer's intent to change any condition of employment or past practice.

Section 4. Upon request, the Union may have reasonable time at one line up or training session per month (5 minutes at line up or 15 minutes at training session) to brief employees on representational matters upon which management has previously briefed employees or matters upon which the parties have negotiated.

Section 5. Upon written request and subject to normal security limitations, the Union will be granted authority to conduct two (2) membership drives of up to thirty (30) days duration (each drive) each year, during non-work time as well as before and after duty hours.

Section 6. If the employee chooses representation other than Union (with the exception of the negotiated grievance procedure), the Union will be afforded the opportunity to be present at any meeting in which settlement is discussed.

ARTICLE 8

UNION REPRESENTATION

Section 1. The conduct of representational business as set forth in the agreement shall normally be conducted during duty hours of the employees involved. Every 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 shall be defined as including but not limited to the matters listed below:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment as set forth in Article 7 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 to the extent required by law including preparation.

d. Meetings requested by the Union to discuss representational matters.

e. Negotiations, both mid-contract and contract renewal will not be included in the computation of representational time.

f. Evaluation of policies and drafts of policies proposed to be implemented by management.

Section 3. In order to establish distinction between its official and nonofficial Government activities, the Union's activities concerned with internal management such as membership meetings, campaigning for and nomination of officers, conducting election for offices, and any other internal Union function will be conducted outside the regular working hours at Rock Island Arsenal.

Section 4. An employee acting as a Union official or seeking Union assistance will request supervisory approval prior to leaving the immediate work site. Approval will be deferred when compelling circumstances prevail. However, such approval will normally not be deferred for more than eight (8) work hours.

Any conflict will be resolved by the principal Union representative and the Labor and Management-Employee Relations Division. To record time spent away from the work site, the representative shall complete SMCRI Form 44 indicating his/her destination, phone number on which he/she can be reached, and general nature of representational business, etc. The form is to be submitted to the supervisor after receiving the supervisor's clearance to leave the work site and before leaving the work site. The supervisor shall annotate time departed, time returned, sign the form and furnish the employee a copy. The form will then be filed with the Labor and Management-Employee Relations Division.

Section 5. For the purpose of this agreement, reasonable amount(s) of duty time shall be defined in the following manner:

a. The principal Union representative, or his/her designee, will be allowed up to four (4) hours each month in the Union office to perform representational duties, as otherwise defined.

b. All other representational time will be that which is necessary to properly represent employees in the bargaining unit. This will be determined on case by case basis. The time will include time to investigate, interview, prepare, and present complaints, and to handle other types of representational duties concerning working conditions of the employees.

Section 6. The Employer shall recognize the duly elected or appointed officers and officials/representatives designated by the Union in writing, including stewards and their alternates. The Union will furnish the Labor and Management-Employee Relations Division, in writing, a list of Union officers and officials, including stewards. The list will be maintained by the Union on a current basis and contain the employee names and Union positions.

Section 7. In the event that the use of duty time is interfering with the representative's proper performance of official duties, the immediate supervisor and a representative of the Labor and Management-Employee Relations Division will objectively discuss the matter with Union official(s) to seek a satisfactory solution. The Union will not be restricted in exercising any legitimate right provided by 5 USC, Chapter 71.

Section 8.

a. Designated representatives of the Union will be permitted in the facility, and be provided access to the bargaining unit for the purpose of engaging in representational activities and other Union related activities or business.

b. The Union shall furnish the Employer (Labor and Management-Employee Relations Division) with written notification of visitors from the National Union Office, usually not less than one (1) day in advance. The written notification should include the visitor's name, purpose of visit, expected length of visit, and expected time of arrival and departure. Violations of the terms and conditions of admission to Rock Island Arsenal may result in the denial of further requests for the representative.

Section 9. Resolution of disputes should normally occur at the lowest level at which a matter can be resolved between management and Union officials having responsibility and authority to act. The Union recognizes that the Labor and Management-Employee Relations Division is the normal channel through which inquiries shall be made or through which appointments will be made for matters which cannot be resolved using appropriate supervisory channels except as otherwise designated in this Agreement. This does not preclude communications between the principal Union representative and the Chief of Police regarding matters of mutual concern and interest.

Section 10. Union-Management Meetings. The following policy and procedures shall apply to meetings between the parties:

a. The Employer agrees that meetings shall be held as the need arises and/or subject to the request of either party between the representatives of the Union and the Employer to confer on personnel policies and practices and other matters affecting working conditions of employees in the bargaining unit.

b. It is further agreed that in addition to the above-referred meetings, the principal Union representative or Director, Directorate of Law Enforcement and Security may request and the parties shall meet once every three (3) calendar months for the purpose of reviewing and discussing the common interests in establishing and maintaining labor-management cooperation between the Employer and the Union.

c. Such meetings will be held during the hours of the day shift. Neither party may have more than four (4) representatives with no more than two (2) employee representatives from the duty shift. Employee representatives will be compensated to the extent they are otherwise in a duty status.

d. Periodic meetings shall be established between the Union and the Arsenal commander. Meetings will be attended by designated Union representatives, normally two (2). Normally, an agenda will be submitted by the Union to the Labor and

Management-Employee Relations Division five (5) workdays prior to the meeting.

e. Union Meetings. Union representatives will be granted official time to attend monthly Union meetings concerning representational matters within the bargaining unit, as identified in Section 2 above.

Section 11.

a. Due to the three shift operation of the bargaining unit and the inability of the bargaining unit to hold formal Union meetings where all bargaining unit members may be present, the Union will be allowed to hold a meeting once a month in the Training Room to conduct Union business. The Union shall inform the Employer (Chief of Police) of its desire to use the Training Room for this purpose in advance.

b. Employees may attend any Union meeting on annual leave subject to staffing requirements.

ARTICLE 9

HOURS OF WORK AND BASIC WORKWEEK

Section 1. The normal basic workweek will consist of forty (40) hours - five (5) days of eight (8) hours each and whenever practicable, two (2) consecutive days off will be provided. When, however, it is determined by the Employer that Security Police report at a central location to check in, receive instructions and weapons, undergo inspection, and then proceed to their respective posts of duty, the daily tour of duty will begin at the time they are required to check in. Similarly, where Security Police are required to check out at a central location, the daily tour of duty will end at that time. The above incidental duties will normally not require more than one-half hour overtime each day.

Section 2. The Employer agrees to inform the Union prior to establishing new or changing existing tours of duty (work shifts) and to negotiate as appropriate.

Section 3. Whenever practicable, all changes to existing tours of duty or establishment of new tours of duty will be clearly posted on the official bulletin boards on the 2nd floor, Building 225 one (1) calendar week in advance and shall continue for the duration of the need for the tour of duty. The parties recognize that mission requirements may require a shorter advance notification period.

Section 4. Assignments to a scheduled tour of duty shall be accomplished forty-eight (48) hours in advance whenever practicable. The parties recognize that emergencies and/or mission requirements may require a shorter advance notification period. Supervisors will notify employees individually at a telephone number provided by the employee, of assignments under the following circumstances:

- a. When assigned to a shift while the employee is off duty, or on days off, or annual leave.
- b. When assignment involves a change to an original assignment.

Section 5. It is agreed that the Security Police shall normally be assigned to three (3) nonrotating work shifts to be manned as determined by the Employer, consistent with security requirements, safety and manpower availability. Preferential shift assignment (employee preference) shall be considered for vacancies on the basis of seniority. "Seniority" shall be established from the date of the employee's last hire or transfer

into the bargaining unit. In the event that such preferential work shift assignments do not result in the required shift staffing, the Employer shall direct the assignments of employees to designated tours of duty (work shifts) to maintain the security of the installation.

Section 6. The shift commander will post orders prior to the close of the shift that apply for the next schedule of that shift. In addition, verbal orders that deviate from Standard Operating Procedures or regulatory requirements will be documented.

Section 7. The Employer agrees that the Union representatives for the unit shall not be transferred from their present shift assignment without prior notification to the Union. At least one (1) of the principal representatives will be assigned to the first shift, five (5) days a week, Monday through Friday.

Section 8. Employees shall be allowed one 10 minute rest period during each hours of continuous work, before and after the lunch period. The Employer shall have the right to determine when the rest period will be taken. A 15 minute paid lunch period will be allowed per 8 hour shift for all bargaining unit employees whose duty station is the police station. All other employees will be allowed a 20 minute paid lunch period per 8 hour shift.

Section 9. Employees may trade shifts by mutual agreement and with the concurrence of the Employer providing it does not conflict with the provisions of this article. Each employee requesting a shift change for hardship reasons will submit a request in writing to the Chief. For purposes of this section, the parties agree that hardship is defined as an extremely unusual situation which places a legitimate and serious hardship on an employee.

Section 10. Employees may exchange patrols or posts providing that both employees agree and that this request is approved by the supervisor in sufficient time prior to line up.

ARTICLE 10

INFORMATION TO THE UNION

Section 1. Upon written request from the Union to the Labor and Management-Employee Relations Division, the Employer will furnish the following:

a. An alphabetical list of bargaining unit employees to include name, position title and grade and home address.

b. The most recent listing of employment statistics to include: minority, handicapped, Vietnam Veteran Readjustment Act and disabled veterans.

c. One copy of the five year Affirmative Employment Plan with annual accomplishment reports compiled by the Employee's Equal Employment Opportunity Office.

Section 2. The Employer agrees to furnish the Union the following information:

a. One (1) copy of the Supervisor's Civilian Personnel Handbook within thirty (30) days of execution of this Agreement and, thereafter, one (1) copy of all updated issues or changes thereto.

b. Two (2) copies of all vacancy announcements applicable to the bargaining unit.

c. One (1) copy of the HQ, AMCCOM-RIA Bulletin.

d. One loose leaf copy of the agreement (8 1/2" X 11") shall be furnished in a binder

e. Twenty-five (25) copies of the negotiated agreement.

f. One (1) copy on the Employer's computer disk of the Union contract.

Section 3. Union requests for information shall be handled in an expeditious manner consistent with all applicable laws and regulations.

Section 4. Intra-management correspondence shall not be released, unless said document is known to contain information essential to the proper representation of unit employees.

Section 5. The Employer agrees that the Union may have

access to an up-to-date set of all regulations that may affect bargaining unit employees kept in the Civilian Personnel Office by contracting the Technical Services Office.

ARTICLE 11

MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. In exercising the right to make rules and regulations related to personnel policy, procedure, and practices, and matters involving working conditions the Employer shall give due regard to and abide by the obligations imposed by this agreement, and 5 USC Chapter 71 to negotiate with the Union.

Section 2. Matters appropriate for negotiation between the parties are issues related to personnel policies and practices and other matters relating to or affecting working conditions of employees within the unit and are properly negotiable in accordance with law. The Employer agrees to negotiate as appropriate with the Union prior to implementation of any newly formulated policy, or change to, established personnel policies and practices and other matters involving working conditions of employee(s) within the unit proposed by the Employer during the term of this agreement.

Section 3. No side agreements between the Union and individual supervisors, or the Employer and individual stewards shall be made which either expand or limit the provisions of this negotiated Agreement. Any such agreements must be made by the negotiating committees.

ARTICLE 12

OVERTIME

Section 1. Paid overtime assignments will be distributed equitably to all employees in their particular job classification and on their assigned shifts as far as the character and priority classification of work will permit. Additionally, for traffic posts, overtime lists will be maintained by seniority of employees assigned to the shift who have indicated a desire to work overtime along with employees from other shifts who volunteer to work. Employees requesting addition to the overtime list, as well as new or detailed employees assigned to the shift, will be applied to the overtime list by seniority on the first of the following month. Employees who work overtime will be credited with overtime worked. Employees declining overtime will be credited as having worked the overtime for purposes of establishing that overtime distribution has been equitable. "Seniority" shall be established from the date of the employee's last hire or transfer into the bargaining unit.

Section 2. The Employer agrees to give employees as much advance notice as practicable when overtime is required, and further agrees to give due consideration to the employee's personal circumstances, subject to the requirement of fulfilling the mission of the Employer.

Section 3. Individual employees will not be forced to work overtime against their expressed desires as long as full requirement can be met by other qualified employees willing to work. Volunteers will be solicited in rotation beginning with the most senior eligible employee.

Section 4. When it is necessary for employees to return to work outside their scheduled work hours to perform unscheduled overtime work of less than two (2) hours duration they shall be paid a minimum of two (2) hours of overtime.

Section 5. An employee working overtime on a shift for which a differential is paid will receive that differential in accordance with appropriate regulations.

ARTICLE 13

LEAVE

Section 1. Annual Leave. Employees shall earn annual leave in accordance with applicable regulations. Annual leave is an entitlement of law. The Employer retains the right to approve/disapprove or re-schedule annual leave based on workload requirements. Consistent with the Employer's need of the individual, annual leave which is requested in advance will normally be approved. It will be the responsibility of the supervisor, in consultation with the employee, to schedule annual leave in order that it will not be forfeited.

a. Scheduling annual leave for vacations. The Employer will solicit employee preferences by seniority for two consecutive weeks for vacation. For the months of June, July and August, employees may only request one week until the entire seniority list has had an opportunity to select. Thereafter, remaining weeks available during these months will be available on a seniority basis.

(1) Each employee shall be responsible for planning and making timely requests for annual leave for vacation purposes in accordance with personal desires. Tentative leave schedules for vacation will be established.

(2) The number of employees granted vacation leave during any given period shall be governed by work load requirements. However, when an application has been submitted, approved, and signed by the responsible supervisor, such leave will not be canceled except for mission requirements.

b. Scheduled annual leave. Employees will schedule leave with as much advance notice to the supervisor as practicable. When applications for annual leave are submitted, the supervisor shall normally give notification of disposition within two (2) workdays.

c. When it is impracticable to grant multiple requests for leave for a given period, in either section a or b above, consideration will be given to the individual requesting the leave first and then to seniority of the individuals involved.

d. Emergency annual leave. Requests for annual leave for emergency reasons will be considered for approval on an individual basis and any disapproval shall be set forth in writing and submitted by the Employer to the requesting employee. Employees requesting emergency annual leave, one day or less, will seek approval from the supervisor on duty as soon as

practicable but normally not less than two (2) hours prior to the beginning of the work shift, barring extenuating circumstances. Request for emergency annual leave in excess of one (1) workday shall be addressed to the employees immediate supervisor.

e. Annual leave for funerals. An employee may be granted annual leave or leave without pay up to five days in case of death in the immediate family.

f. Annual leave for religious observances. Upon advance request (minimum of two workdays, an employee may be granted annual leave, leave without pay, or have his/her work days adjusted for observance of religious holidays.

Section 2. Sick Leave.

a. Employees shall accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so that it will be available to them in case of extended illness.

b. Sick leave, if applicable, shall be granted to employees when they are incapacitated for the performance of their duties by a bonafide illness or injury, or in other circumstances as set forth in the Department of the Army Civilian Personnel Regulations, to include medical, dental or optical appointments. Sick leave may be granted from emotional bereavement caused by the death of a close relative when medical incapacitation is certified.

c. It is agreed that employees are responsible for notifying the appropriate supervisor when they are prevented from reporting to work because of incapacitating illness or injury.

(1) Employees must notify the supervisor on duty of absence due to illness or injury prior to the beginning of the work shift. Such notification must provide as much advance notice as possible. (Requesting sick leave 15 minutes prior to reporting time would generally be considered invalid, however, the Employer agrees to consider the individual circumstances of the employee.) Notification of absence by the employee does not confer leave approval.

(2) When an employee calls in and requests sick leave, the supervisor and the employee may agree that subsequent call-in for that illness on a daily basis will not be necessary. Upon return to duty the employee will submit a SF-71 for approval of sick leave for the absence with any documentation required in accordance with subsection e, below. If a supervisor denies a request for sick leave either in advance or after the fact, upon

written request of the employee, the supervisor will provide a written reason for the denial. The written reason may be recorded on the employee's SF-71.

d. When an employee becomes incapacitated on the job, he/she shall notify the supervisor or designated representative.

e. All employees will be required to furnish a doctor's certificate for periods of absence on sick leave over 3 days (24 hours) of continuous duration. An employee's written statement of the reason of his/her illness that exceeds 3 days (24 hours) but is of no more than 4 days (32 hours) of continuous duration, may be considered by the supervisor in lieu of a doctor's certificate when the employee's illness did not require the services of a doctor, or a doctor was not involved due to the remoteness of the locality, or an inability to secure medical services. Acceptance of the employee's written statement by the supervisor shall be made on an individual basis. However, on all periods of absence that exceed 4 days (32 hours), the employee will be required to furnish a medical certificate. The 4 days (32 hours), the employee will be required to furnish a medical certificate. The 4 days (32 hours) includes any time recommended by the US Army Health Clinic.

f. Employees will submit advance request for sick leave for doctor and dentist appointments, out patient treatments or tests and examinations, etc. When applications for sick leave are submitted in advance, the Employer shall normally give notification of disposition within 1 work day.

g. The employee may request that an approved absence which would otherwise be chargeable to sick leave be charged to annual leave or leave without pay.

Section 3. Sick Leave Restriction. Notwithstanding Section 2e above, the Employer may place an employee on a sick leave restriction requiring an employee to furnish medical certification for any request for sick leave. The following procedures will apply:

a. The employee will be counseled in private regarding the supervisor's concern that the employee is abusing sick leave. Such abuse may be considered as excessive use of sick leave, pattern of sick leave or questionable use of leave. Exceeding sick leave goals will not in and of itself be considered sick abuse warranting a counseling. The counseling will be annotated on the SF-7B card.

b. The employee will be provided an opportunity to improve after the counseling. Only after the employee uses sick leave subsequent to the counseling may the employee be given a standard

notice of sick leave restriction. The restriction will require a doctor's certification to verify any request for sick leave for a 90 day period.

c. At the end of the 90 day period, the requirement will be extended or terminated by the supervisor based upon a review of the employee's sick leave usage, such notification will be in writing.

Section 4. Advanced Sick Leave and Annual Leave.

a. The Employer agrees to evaluate all requests for advanced sick or annual leave on the merits of the specific request.

b. The Employer may approve reasonable and legitimate requests for advance sick leave up to thirty (30) days. Approval of annual leave is limited to the balance to be earned during the remainder of the current leave year.

c. The Employer agrees to provide the requestor with reasons why requests are modified or refused in writing in a timely manner.

Section 5. Union Requests. Upon request of the Union, employees who are selected to serve in the capacity of Union representative or officer representing Federal employees, which would require absence from the job, may be granted leave without pay for periods of up to one (1) year in accordance with appropriate regulation.

Section 6. Blood Donations.

a. Employees are encouraged to serve as blood donors and will be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following the donation of blood, and for necessary travel to and from the blood donation site. The maximum excusal time will not exceed 4 hours, except in unusual cases.

b. Such grant to an individual employee donor will be limited to two (2) occasions in one calendar year. Employees will request excused absence under this section at least two duty days in advance of a donation (exceptions may be made for emergency blood donations solicited by local communities). The Employer may disapprove a request requiring the employee to reschedule an appointment if the scheduled appointment unduly disrupts operations, impacts on adequate staffing, or creates an overtime requirement.

Section 7. Court Leave.

a. Court leave is authorized absence without charge to leave or loss of pay of an employee from work status for jury duty, or for attending judicial proceedings in a non-official capacity as a witness on behalf of a state or local government or on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia or a state or local government is a party.

b. If an employee is excused or released by the court for any day or substantial portion of the day (two (2) hours or more), he/she is expected to return to duty, provided the return would not cause the employee hardship because of the distance from home, duty station and the court. Employees so excused or released shall contact their supervisor for determination. Failure to return to duty when directed may result in a charge to annual leave, leave without pay, or absence without leave.

c. If an employee is subpoenaed to appear in civil court as a defendant or witness he or she may request annual leave or leave without pay.

d. When an employee is summoned or assigned by the Employer or other government agent to testify in his capacity or to produce official records at a judicial proceeding, he will be in an official duty status, as distinguished from a leave status, and entitled to regular pay.

Section 8. Registration and voting. Employees who are eligible to vote and scheduled to work on an election day may be excused without charge to leave or loss of pay so as to allow at least three (3) hours before or after the employee's scheduled hours of work to vote, subject to mission requirements. An employee will advise his/her supervisor prior to election day so the supervisor can make arrangements to reschedule work load.

Section 9.

a. If a pregnant employee requests modification of duties or temporary reassignment, and presents medical evidence acceptable to the Employer of the necessity therefor, the Employer will make a reasonable effort to accommodate her request.

b. There will be no specified time granted for maternity reasons. The length of time will be determined by the employee, her supervisor, and her physician. Sick leave may be used for the time due to delivery and recuperation. Annual and/or leave without pay may be requested by the employee for the period of adjustment and to make arrangements for child care. She may request how and in what order such absence will be recorded --

sick leave, annual or leave without pay.

Section 10. Paternity Leave. A male employee who has provided the Employer with reasonable advance notice may request to be absent on part-time or full-time annual leave or leave without pay for a reasonable period of time (not to exceed one year) for the purpose of assisting or caring for minor children or the mother of his new-born child while she is incapacitated for maternity reasons.

Section 11. Adoption Adjustment Period. Any employee who has adopted a child of any age may request to be absent on a part-time or full-time annual leave or leave without pay basis to assist and/or care for, or for an adjustment period for the family thereof, not to exceed one year.

Section 12. Education. Employees may request leave without pay not to exceed one (1) year for educational purpose which would contribute to the best interests of the organization. Approval of such requests are at the discretion of the Employer based upon the Employer's determination of whether the proposed request would contribute to the best interest of the organization.

Section 13. Tardiness. Infrequent tardiness up to five (5) minutes at the beginning of the shift may be excused when reasons appear to be adequate to the supervisor. Chronic tardiness or other brief absences without adequate excuse will be subject to disciplinary action. Normally, formal disciplinary action will not be taken until the employee has been warned that further tardiness could result in disciplinary action. Tardiness up to and including thirty (30) minutes due to extremely bad weather or opening of the Government Bridge may be excused by all supervisors. Absences in excess of the above will be excused in accordance with specific instructions from the Civilian Personnel Office.

Section 14. Union Sponsored Labor and Management Training.

a. The Union will be granted a block of up to 200 hours during the three year life of the Agreement when it has been demonstrated by the Union that Union training is of mutual benefit to the Parties.

b. A written request is required for all request for administrative leave and shall be submitted to the Labor and Management-Employee Relations Division at least two weeks in advance setting forth the employees who will attend the training, purpose, and an agenda. All employees approved for training by the Labor and Management-Employee Relations Division. In the event the individual employee's services are needed by the

Employer, training request, whether pre approved or not, may be denied by the supervisor.

Section 15.

a. In the event of extreme adverse weather conditions, breakdown of equipment, environmental pollution/conditions, or acts of God, and the Employer has decided excused leave is in order, reasonable efforts will be made to inform all employees in the most expeditious manner practicable, including radio, TV or other media. Employees of the bargaining unit are deemed as mission essential. Security personnel will be required to stay at their duty station and will be provided equipment/facilities determined necessary by the Employer to safely perform their duties.

b. If the conditions prevent an employee from getting to work, the employee will be eligible for annual leave or excused absence dependent upon the Employer's determination to close the installation and grant excused absence or to remain open and establish a liberal annual leave policy.

(1) If the installation is closed for all or part of the employee's scheduled work day, the employee may be granted excused absence upon providing the Employer with reasonably acceptable documentation that the employee made a continuing effort to reach work but that the conditions prevented timely arrival. The employer may waive the above requirement for documentation for two hours or less.

(2) If the installation is under a liberal annual leave policy, the employee may be granted annual leave for all or the part of the day he/she is unable to report for work.

c. Employees are obligated to contact their supervisors as early as practicable to explain the circumstances and to provide an estimated time of arrival at work, if at all.

d. Employees who have requested and had annual leave approved for a workday on which the installation is closed may request that such leave be counted to excused absence. Situations will be addressed on a case by case basis.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1. Common Goal. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management and the provisions set forth in the Labor Relations Statute. To accomplish this, both parties will make every effort to settle grievances expediently at the lowest level of supervision with the authority to act.

Section 2.

a. A grievance may be initiated and processed by an employee, a group of employees or by the Union. Any matter not specifically excluded by this agreement or law is grievable. Employees using this procedure may be represented by the Union. In the event that self-representation is chosen by an employee or group of employees, it is agreed that the Union shall be afforded the opportunity to be present during all grievance discussions except intra-management meetings. The final resolution of the grievance shall not be inconsistent with the terms of this agreement.

b. In exercising their rights to present a grievance, employees and employee representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal of any sort.

c. Grievances, once processed under this procedure, involving the same individual(s) and the same facts, will not be resubmitted under this procedure or be processed under any other procedure, except where the Employer fails to implement and uphold a previous grievance resolved in favor of the employee. This shall not preclude an employee from processing a grievance on a second occurrence of the same issue.

d. In processing a grievance, the grievant or the designated representative shall specifically identify the article and sections of the negotiated Agreement that have been violated, if applicable, or any law, rule, regulation, policy or practice that has been violated or the circumstances which gave cause for the grievance and the resolution desired.

Section 3. Questions that cannot be resolved between the parties as to whether or not a matter is subject to this grievance procedure or arbitration will be referred to the arbitrator for decision. The arbitrability question and the

merits of the grievance may be submitted simultaneously for decision. Both parties agree that this provision will be used in good faith and not as a measure to raise clearly untimely issues to the arbitrator for decision. The grievability/arbitrability question will be decided by the arbitrator as a threshold issue.

Section 4. Exclusions. Excluded from the grievance procedure are issues which involve:

- a. Violations relating to political activities as identified in 5 USC Chapter 71.
- b. Retirement, life insurance or health insurance.
- c. A suspension or removal for national security as identified in 5 USC Chapter 71.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Reduction-in-force actions.
- g. Involve the nonselection for promotion from a group of properly ranked and certified candidates.
- h. Involve a proposed actin which, if affected, would then be eligible for consideration either as a grievance or appeal.
- i. Involve allegations of mismanagement when no form of personal relief to the employee or Union is appropriate.
- j. A personnel action separating an employee during probationary or trial periods.

Section 5. Procedures.

a. The following procedures are established for the processing and resolution of grievances:

(1) Step 1. Within twenty (20) calendar days of becoming aware of an incident causing the grievance, the grievant(s) and/or the designated representative will orally notify the immediate or first line supervisor of his intent to present a grievance.

a. The supervisor shall notify the grievant and the Union of the time and place of the step 1 meeting. The supervisor will meet with the grievant and Union within 5 calendar days to discuss the grievance and will notify the

grievant and Union.

(2) Step 2. If dissatisfied with the step 1 decision, the grievant(s) shall reduce the complaint to writing on a SARRI Form 13. A detailed explanation shall be attached to the form. The written grievance shall be submitted within ten (10) calendar days from the completion of the step 1 oral decision to the Chief of Police, who will annotate the date of receipt of the grievance and who will obtain a grievance control number from the Labor and Management-Employee Relations Division. The written grievance shall also be signed and dated by the Chief or Chief's secretary upon receipt. The Chief or his designated representative, will meet within five (5) calendar days from receipt of the written grievance. After conclusion of the step 2 hearing, the Chief will issue a written decision. The written decision will contain an explanation of the deciding factors, as they apply to each issue raised in the grievance. The written decision shall be issued within five (5) calendar days from the conclusion of the step 2 meeting. If the decision is satisfactory, the grievant(s) shall annotate acceptance on the form and no further consideration will be given the grievance.

(3) Step 3. The grievant(s) or the designated Union representative shall submit the step 2 written grievance, the step 2 written decision letter and the grievant's written reasons for disagreeing with the step 2 decision to the Director, Law Enforcement and Security within fourteen (14) workdays from the receipt of the step 2 decision. The Director, or his/her designee, shall annotate receipt of the step 2 decision. The Director, or his/her designee, shall annotate receipt of grievance package and sign a copy for the grievant or Union representative indicating the data received. The Director, Law Enforcement and Security or designee, will meet with the grievant and Union representative within ten (10) calendar days from receipt of the grievance package. The Director, or designee will hear the facts and review the evidence presented. Upon conclusion of the step 3 meeting, the Director, or designee, will issue a written decision through the Union to the grievant. An additional copy will be provided for the Union representative. The written decision letter shall contain an explanation of the deciding factors as they apply to each issue and be presented within ten (10) calendar days from the conclusion of the step 3 meeting. If the grievance decision is satisfactory, the grievant shall annotate acceptance on the form and no further consideration shall be given the grievance. If the grievant(s) is not satisfied with the grievance decision, the Union may submit the grievance for consideration to the fourth (4th) step of the grievance procedure.

(4) Step 4. The written grievance will be personally submitted within five (5) working days from the date of the step

3 decision by the Employee, or his representative, to the Commander, Rock Island Arsenal, who will annotate on the grievance form the date of receipt. The Commander, or his designated representative, will meet with the employee, the president, and the vice president or their designated representatives (if the employee chooses Union representation) within five (5) working days from the date of the receipt of the written grievance. The Commander, or his designated representative, will give a written decision, either sustaining, or denying the grievance to the employee(s) within ten (10) working days after the conclusion of the meeting. If the Union is still not satisfied, they may request that the case be pursued to arbitration by submitting a written request to the LMERD within thirty (30) calendar days after receipt of the final decision.

b. Representation. The right to representation as identified in Section 2, may be exercised in the following manner at each step of the grievance procedure:

(1) If self representation is chosen, the Union shall be afforded the right to be present.

(2) If the Union representation is chosen, the Union will designate the number of representatives to be present, no more than the number of management representatives, as well as which representatives will attend.

(3) If the Union approves a representative, who is not a member of the bargaining unit, this representative shall in effect be acting in the same capacity as a Union official.

Section 6.

a. In the event a grievance involves a disciplinary/adverse action, the step 1 oral grievance procedure will not be applicable and the grievance will be reduced to writing and submitted directly to the Director, Law Enforcement and Security at step 3.

b. In the event a grievance involves a supervisory official, the step 1 oral grievance procedure will not be applicable and the grievance will be reduced to writing and submitted directly to the Chief, at step 2.

Section 7. All grievances shall be initiated within twenty (20) calendar days after the grievant knew of or with reasonable diligence should have known, or the occurrence of the matter which gave cause for the grievance. If the employee is absent from duty for authorized reasons; i.e., annual leave, sick leave, TDY, etc., the twenty (20) day period shall be extended the

number of days missed due to the absence. Grievance arising from circumstances relating to continuing conditions, where no particular date or event is involved, may be initiated at any time; i.e., general working conditions, supervisor employee relations, safety environmental hazards, etc. Grievances concerning within-grade denials will be initiated within twenty (20) calendar days after receipt of the reconsideration decision.

Section 8. Employee Witness.

a. At each and every step of the grievance procedure the grievant or the Union representative will be permitted to talk to employees/management representatives if otherwise in a duty status.

b. The Employer will, upon request, produce pertinent payroll and other records, without violating law.

Section 9. The Employer may call management representatives to assist in the satisfactory settlement of the grievance.

Section 10. Time Limitations/Extensions. Failure of the filing party to comply with the established time limits of the step outlined in this procedure shall be grounds for the other party to reject the grievance. (Failure of the receiving party to comply with time limits will be grounds for filing party to refer the grievance to the next step of the grievance procedure). Failure of the grievant and representative to attend scheduled grievance meetings will not be the sole reason for rejection of the grievance when the failure to appear is due to circumstances beyond their control or emergency situations. In such cases the grievance meeting will be rescheduled. Extensions of the time limitations prescribed may be granted by either party for extenuating circumstances. Such request will be represented, and replied to, in writing.

Section 11. Termination of Grievance. If an employee requests termination of the grievance, resigns, dies, or is separated by any action other than removal before decision is reached on a grievance being processed, no compensation issue is involved and any applicable adverse issues are moot, action will be stopped and all interested parties will be notified that the case is being closed without decision. A copy of this notification will be made a part of the case record.

Section 12. Official Time.

a. An employee, if otherwise in a duty status, may use necessary amounts of official time without charge to leave or loss of pay for such purposes as securing advice on rights and privileges under governing law and this agreement, for obtaining

information or assistance pertaining to the grievance and for preparation of and participation in the grievance procedure.

b. A representative who is an employee of the Department of the Army may, if otherwise in a duty status, use necessary amounts of official time without charge to leave or loss of pay for the purpose of preparing and participating in the personal presentation of the grievance including any meeting/hearings held in connection, herewith.

Section 13. Group Grievance. When several employees have grievances concerning the same or substantially the same issue(s) the parties shall encourage the grievants to consolidate their grievances into a group grievance and appoint a representative sample of the group to act as grievant(s) to process their grievance. However, each employee may file a grievance separately if he/she desires. Grievances initiated separately will be processed separately. If a group grievance is processed, all grievants must be identified and are bound to process the grievance throughout the procedure as a group. Because of communications problems within the groups, managers will be flexible and grant time extensions whenever practicable.

Section 14. If during the course of a grievance, a question arises as to the interpretation of published agency policy, provisions of law or regulations of appropriate authority outside the agency, the grievance may be delayed at the step in the procedure where the question of interpretation first arises. The parties may agree to forward the inquiry as to the interpretation of the regulation (etc.) in question to the Department of Army who will coordinate with any higher authority necessary to obtain an authoritative interpretation. The grievance shall not be delayed beyond forty-five (45) days awaiting said interpretation. Processing the grievance shall commence on the forty-sixth (46) day or within ten working days after receipt of the interpretation, whichever occurs first. The Employer shall furnish the Union a copy of the interpretation upon receipt.

Section 15. It is agreed that when a grievance is settled in writing at any step, it will be considered to be settled in its entirety, and no further action will be taken regarding the grievance.

ARTICLE 15

UNION-MANAGEMENT DISPUTE PROCEDURE

The following procedure will be followed in resolving disputes (differences of opinion concerning the interpretation and application of this agreement) where no individual employee grievance is involved.

a. Step 1. The principal Union representative and the Chief, Labor and Management-Employee Relations Division (or their designees) will meet and confer to reach a satisfactory resolution of the dispute. If the dispute is not resolved, the parties may proceed to the next step of this procedure.

b. Step 2. The parties involved at Step 1 will state their respective position in writing. These positions will be exchanged within ten (10) calendar days from the date of the Step 1 meeting. The Union-Management Negotiating Committee which originally negotiated the Agreement (or designated representative thereof) will meet within ten (10) calendar days to attempt to arrive at a satisfactory solution. If a satisfactory solution is reached, it shall be reduced to writing (Memorandum of Understanding) and signed by the parties. If the dispute is not resolved, the grieving party may submit the disputed issue to arbitration in accordance with the procedures set forth in the Arbitration Article of this Agreement.

ARTICLE 16

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance/dispute arising under Article 14 or 15, such grievance/dispute shall, upon written notice by the grieving party (Union or Employer), be referred to arbitration. Such written notice, signed by an authorized official of the party filing, shall be served upon the other party not later than thirty (30) calendar days after the conclusion of Step 4 of Article 14 and Step 2 of Article 15. Local attempts to resolve such disputes prior to a decision by the arbitrator shall continue and are encouraged between the parties as promoting the spirit of cooperation and conciliation intended by this agreement.

Section 2. Selecting the Arbitrator.

a. Within fifteen (15) calendar days from the date of receipt of a valid arbitration request, the parties, in writing shall request the Federal Mediation and Conciliation Service submit a list of seven (7) impartial persons qualified to act as arbitrators. Alternatively, by mutual agreement, the parties may select an arbitrator without recourse to FMCS. The parties shall meet within a mutually agreed upon time but not later than 30 calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the parties will each, in succession, strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. The Employer shall have the first strike for the first arbitration case; the Union shall have the first strike for the second arbitration case; and thereafter the parties shall alternate in this manner. Either party may withdraw the arbitration request at any time.

b. The arbitration hearing will be held, on the Employer's premises and during the regular day shift hours. The grievant and any employees called as witnesses will be excused from duty to the extent necessary to participate in the official proceedings with pay. Questions as to the necessity of any particular witness will be resolved by the arbitrator. Employee(s) on shifts other than the regular day shift will be temporarily placed on the regular day shift for the week of the hearing in which they are involved, if requested by the Union.

Section 3. Fee and Expenses. Losing party shall pay the cost of the arbitrator's fees. If a court reporter is agreed to by the parties, the losing party shall pay the cost. If a court

reporter is not agreed to by the Parties, the requesting party shall bear the cost. In cases of split decisions, the arbitrator will assign the cost.

Section 4. Arbitration Procedure and Technique.

a. General. The parties shall stipulate the issue or submit separate statements of the issue to the arbitrator.

b. Prehearing Cooperation of the Parties in Preparing Cases for Arbitration. Prior to the hearing the parties shall attempt to develop a stipulation of facts to be submitted to the arbitrator. If no mutually acceptable statement is reached prior to the hearing, each party shall separately submit its statement to the arbitrator.

c. Representatives in Arbitration. The grievant shall have the right to be present at the hearing. The Union shall have the right to be represented at the hearing normally by two (2) representatives designated by the Union. Participants in the hearing shall be on official time (to include preparation of witnesses preceding the arbitration).

d. Continuances. The arbitrator may grant continuances, or adjourn the hearing from time to time upon his own motion or upon joint request of the parties, or upon the motion of one party upon a showing of good cause.

e. Attendance of Witnesses at Arbitration Hearing. The Employer will produce at the hearing all witnesses who are Agency employees who have been requested by the Union. The parties shall notify each other of all witnesses that will be present at the hearing. Normally, the notification shall be provided not less than 10 calendar days prior to the date of the hearing.

f. Reopening the Hearing. If, prior to the arbitrator's decision, new evidence becomes available either party may file a written motion with the arbitrator requesting that the hearing be reopened and including a statement of the reasons justifying such reopening. A copy of such written notion shall be served upon the other party by mail within one (1) day of mailing to the arbitrator.

Section 5. Time Limit. The arbitrator is requested to reach his decision and remedy as quickly as practicable, normally within thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree.

Section 6. Arbitrator's Decision. It is agreed and recognized that the arbitrator's decision is binding and exceptions may only be taken in accordance with the provision of

5 USC, chapter 71. Arbitration awards will be implemented within thirty (30) calendar days of the decision, or as the arbitrator may direct, unless an exception is filed as is stated above.

Section 7. Arbitrator's Authority.

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

(1) Interpret and define the terms of this agreement;

(2) Rule on the interpretation and application of various Federal Agency/Command/Activity Statutes, Office of Personnel Management, Department of Defense, Agency/Command/Activity regulations and policies. The arbitrator shall not disregard the provisions and requirements of an applicable regulation submitted in exhibit by either Employer or Union.

(3) Grant remedies consistent with applicable laws and regulations.

b. The arbitrator shall have no authority to alter, amend, add to or subtract from the terms of this agreement or any other agreement made supplementary hereto.

Section 8. Stipulation of Facts. Stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, data, documentation and other facts are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

Section 9. Parties requesting witnesses to be present who are not employees of the agency shall bear the expenses of the witnesses attending the arbitration.

Section 10. Either party may request the arbitrator to retain jurisdiction on matters which, in their opinion, may justify further review.

ARTICLE 17

HOLIDAYS

Section 1. An employee shall be entitled to all holidays now prescribed by law and any that may be later added by law, and all holidays designated by Executive Order shall normally be observed as regular holidays. The parties recognize the following holidays;

New Year's Day	Labor Day
Martin Luther King Jr's Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2.

a. Any employee whose services are not required by the Employer on any established holiday may be excused from duty for that day without charge to leave, and those excused shall be paid pursuant to appropriate regulations.

b. The Employer agrees that work performed on holidays will be kept to a minimum insofar as is consistent with efficiency and operating needs as determined by the Employer. Work performed on holidays shall be paid pursuant to appropriate regulations.

ARTICLE 18

CIVIC RESPONSIBILITIES

Section 1. The Employer and the Union recognize the local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage employees as individual citizens and as members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens. To the end that campaigns shall be conducted in the spirit of true voluntary giving, the Employer and the Union agree that: employee participation in fund raising campaigns, community social programs, savings bond campaigns and similar activities shall be on a strictly voluntary basis. The parties agree that no overt or covert pressures shall be brought to bear upon employees regarding their contribution or participation.

Section 2. The parties support the annual Care and Share food pantry campaign.

ARTICLE 19

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. General. The basic procedures and right of employees, as outlined in appropriate laws, regulations and this Agreement shall be observed in handling disciplinary and adverse actions. Such actions must be based upon just cause and be consistent with applicable laws, regulations and this Agreement.

Section 2. Representation.

a. In the event an employee is issued a notice of proposed disciplinary adverse action, the employee will be made aware of and afforded all rights and privileges due him, including the right to representation.

b. In all cases of proposed disciplinary or adverse action by the Employer against employees covered by this agreement, an additional copy of the proposed action will be furnished to the employee so the employee may furnish same to his/her representative. If the employee wishes to have a representative, the employee will notify the Employer, in writing, who the representative will be prior to the Employer releasing confidential information to the representative, pertaining to the employee's case. In all cases, the employee and his/her representative, if any, will be given the opportunity to review the documentation on which the proposed action is based, The employee has the right to reply orally and in writing, and to present affidavits and/or other documentary evidence with the assistance of a Union representative. The employee and his/her representative will be afforded reasonable duty time to respond to proposed actions.

c. If during the course of preliminary investigation the Employer deems it appropriate to have discussion(s) with the employee, the employee will be notified of the nature, purpose and possible implications resulting from the discussion.

d. "Memory Joggers" kept in the supervisor's desk are not part of the employee's official record.

Section 3. Disciplinary Actions.

a. A disciplinary action is any action taken against an employee which causes a letter or other document which is critical of the employee to be placed in the official personnel folder (201 file), up to and including suspensions of fourteen (14) days or less.

b. In the event the employee is issued an unfavorable decision he/she will be advised that he or she may grieve the decision under the negotiated grievance procedure contained herein and of the time limit on filing the grievance.

c. Employees shall be given at least ten (10) days advance written notice of proposed disciplinary action and a reasonable time, not less than three (3) workdays, in which to prepare a reply. Except for letters of reprimand, the final notice shall be signed by a higher level official. The employee/representative may request additional time to prepare a reply, normally not to exceed a total of ten (10) calendar days.

Section 4. Adverse Actions.

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

b. An adverse action as stated above, may be appealed to the Merit Systems Protection Board or through the grievance procedure, but not both.

c. Employees shall be given at least thirty (30) days advance written notice of the proposed action and a reasonable time, not less than seven (7) workdays in which to prepare a reply. The final notice shall be signed by a higher level official. The address of the Merit Systems Protection Board and the phone number of the Union office shall be included in the final letter of decision. The employee/representative may request additional time to prepare a reply, normally not to exceed a total of fifteen (15) calendar days.

ARTICLE 20

PERFORMANCE APPRAISAL

Section 1. The parties recognize that the performance appraisal system is intended to assure proper evaluation of employee's performance by providing periodic appraisals. Such evaluation and appraisal shall be used as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, removing employee. Employees will be encouraged to participate in the development of the performance standards; however, the supervisor shall have the responsibility of revising the employee's input and determining the final performance standards. Employees who are dissatisfied with their performance appraisal may initiate a grievance under the negotiated grievance procedure.

Section 2. Rating supervisors and reviewers are required to treat employees fairly when identifying major and critical elements. The Employer will assure that the performance appraisal system complies with all Civil Service laws, rules and regulations and that each performance standard is applied accurately, reasonably and fairly.

Section 3. Employees will be informed in writing of the major and critical element of their position and the performance standard against which they will be measured. Employees will be provided feedback no less than semi-annually, normally at the midpoint of the rating period, to advise the employee of an assessment of the employee's performance to that point. Ratings will be objective. Goals or quotas for number/types of rating will not be imposed.

Section 4. Supervisors will discuss results achieved against performance standards with the employee and allow the employee at least three (3) workdays to make comments. This discussion will normally occur within forty-five (45) days after the rating period ends. Within a reasonable time after the receipt of the employee's comments or expiration of the three (3) days, a final rating will be provided to the employee. Employees who are dissatisfied with their final rating may file a grievance.

Section 5. Employees who are detailed in excess of 120 days will normally be placed under performance standards and given a special rating. Upon return to their position of record, this special rating will be taken into consideration on the next annual performance rating.

Section 6.

a. An employee in the unit who is not serving a probationary period, whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

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

(2) The right to be represented by an attorney, Union or other representative

(3) A reasonable amount of time to reply orally and in writing to the action proposed.

(4) A written decision signed by a higher level official than the official who proposed the action.

b. Employees under notice of unacceptable performance shall be assisted by the Employer in improving performance. Employees shall be reassigned, reduced in grade, or removed for unacceptable performance only after being afforded a reasonable period of time to demonstrate acceptable performance, not less than 30 calendar days, and only if substantial evidence justifies the action proposed.

c. An employee who is reduced in grade or removed for unacceptable performance shall be informed that the action may be appealed to the Merit Systems Protection Board or may be grieved through the negotiated grievance procedure, but not both. The address of the Merit Systems Protection Board and the Phone number of the Union office shall be included in the final letter of decision.

d. An additional copy of the proposed action will be furnished to the employee for use by his/her representative.

Section 7. If an employee is performing at an acceptable level of competence, he/she will receive the within grade step increase at the scheduled time. Grievances concerning within grade denials may be initiated in accordance with the negotiated agreement after receipt of the reconsideration decision.

ARTICLE 21

REDUCTION-IN-FORCE

Section 1. General.

The Employer shall inform the Union of the reasons requiring actions to be taken under reduction-in-force (RIF) procedures as soon as practicable after notification and prior to announcement to employees. Reduction-in-force is a management right enumerated in Section 7106(a)(2)(A), P.L. 95-454. Prior to implementation of any management decision to conduct a RIF, the Union will be given an opportunity to negotiate on the procedures to be exercised by management and appropriate arrangements for employees adversely affected by the RIF. The Union agrees to promote understanding of necessary RIF actions. The Employer and the Union shall work toward minimizing the adverse impact of such action.

Section 2.

a. Office of Personnel Management (OPM) Regulations covering reduction-in-force procedures shall be utilized throughout the RIF process.

b. For a substantial RIF the Union may designate two (2) representatives who will be thoroughly trained by the Employer in reduction-in-force procedures on official time prior to implementation of RIF. These representatives will review management's proposed actions and provide comments and suggestions as appropriate. These representatives will have access to information of competitive areas, competitive levels, officers of positions, grade and pay retention, veteran's preference rights, retention rosters, and information concerning employee retirements, resignations and transfers, declination of job offers, and job vacancies.

c. The Employer agrees to give thirty (30) days advance notice prior to the effective date of the actions to employees who are to be adversely affected or separated in a RIF.

d. The Employer will meet with representatives of the Union as required to resolve concerns.

e. The Employer agrees to develop an out-placement counseling program establishing contact with Federal, state, municipal, and private employers to seek employment for separated employees.

(1) The primary emphasis of this program will be on

securing employment for those employees to be separated. The goal of the out placement program will be, in order of precedence:

(a) attempt to place adversely affected employees in Federal service consistent with the employee's skills and experience,

(b) attempt to place adversely affected employees outside the Federal service.

(2) A point of contact will be established within the Civilian Personnel Office to administer the program throughout the reduction-in-force process.

(3) Employees may use the services of EAP to receive counseling and/or emotional support to ease the transition that may occur.

f. The Employer will allow the Union access to the information identified in (b) above and will recognize Union representatives in matters relating to individual employee concern.

g. The Employer agrees to use existing vacancies to the extent practicable to place employees who would otherwise be separated.

Section 3. Retention Registers. The Employer agrees to establish retention registers and maintain them during the implementation of the RIF procedure. When it is determined to conduct a reduction-in-force the Employer will furnish a copy of the retention register to the Union.

Section 4. Repromotion Registers.

a. The Employer agrees to establish repromotion registers containing the names of all employees who are downgraded without cause. The Employer agrees to provide the Union with a copy of the repromotion register upon establishment of the register, and upon request by the Union to provide amended copies as changes are made.

b. Repromotion to positions of former grades will be in accordance with OPM regulations.

Section 5. Competitive Levels. The Employer agrees to establish competitive levels to assure interchangeability of employees without undue interruptions of the work program.

ARTICLE 22

DETAILS

Section 1. A detail is the temporary assignment of an employee to perform duties not covered by his current official job description for a specified period without change in pay status, and with the employee returning to his regular duties at the termination of the detail.

Section 2. Employees will normally be assigned to the duties specified in their official job descriptions. Details will be authorized when necessary to relieve temporary shortages of personnel or will enable more effective administration by permitting flexibility in assigning the work force. Details of more than 120 days to the same or lower grade shall be recorded on Standard Form 52 and shall be maintained as a permanent record in Official Personnel Folders.

Section 3. Details of more than one hundred twenty (120) days to a position with known promotion potential will be accomplished competitively. No employee will be permitted to be detailed or temporarily promoted to a higher grade position or one with known promotion potential for a cumulative period of over one hundred twenty (120) days in a calendar year without having gone through competitive procedures.

Section 4. Employees who are detailed as described in Section 1 above will be briefed by management on the reason for the detail, the nature of the duties to be performed, and the anticipated length of the detail.

Section 5. When practicable, the Employer will detail employees to positions from among those employees who have the particular skills required for the work to be performed as determined by the Employer. If there are volunteers for detail opportunities, the Employer shall consider the use of volunteers.

Section 6. Details to higher graded positions in excess of 30 days shall be recorded on the SF 52. Details to higher graded positions in excess of 60 days shall be accomplished by a temporary promotion, if one employee is to be assigned to the position and if the employee meets minimum OPM qualifications.

ARTICLE 23

TRAVEL

Section 1. Employees may be required to travel under conditions and procedures prescribed by the DoD Joint Travel Regulations. Scheduling of travel, reimbursement for expenses, and pay will be in accordance with appropriate regulations.

Section 2. Travel Considerations:

a. When travel is required as part of the employee's assignment, the desires, convenience and comfort of the employee will be solicited and will be considered. Any excess cost to the Government resulting from the expressed desires of the employee will not be authorized; however, the employee may bear such expense on his own.

b. To the maximum extent practical, management will schedule, or allow scheduling of, necessary travel time enroute within an employee's regularly scheduled hours of duty in connection with official travel.

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

d. When employees returning from TDY are delayed in route for more than two (2) hours, through no fault of their own, they may be reimbursed, after submitting a receipt, the charge for one (1) three minute, long distance phone call to their residence, in accordance with applicable regulations.

ARTICLE 24

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Coverage. Dues withholding privileges will be extended to the Union members throughout the period of this agreement.

Section 2. Employee Eligibility. An employee may, at any time authorize an allotment from his pay for the payment of Union dues (the regular, periodic amounts required to maintain good standing in the union) provided he meets all the following requirements:

a. He regularly receives an amount of pay that is sufficient, after legal and other authorized deductions, to cover the full amount of Union dues.

b. He has voluntarily completed Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.

c. He is employed in the unit represented by the Union for which he authorizes payroll withholding of Union dues.

Section 3. Procedure. Deduction of Union dues for an eligible employee will be accomplished by the Finance and Accounting Division (Payroll Office), Directorate of Resource Management, Rock Island Arsenal, beginning with the first pay period after receipt by the Payroll Office of the employee's properly completed and signed SF 1187, provided the designated official of the Union has completed and signed Section A of the SF 1187, certifying to the amount, and has submitted such form to the Payroll Office.

Section 4. Amount.

a. The amount of the Union dues to be deducted each pay period will remain as originally certified to on the SF 1187 by the designated Union official until a change is made and certified to by such official and the certification is submitted to the Payroll Office.

b. Any change in the amount of an employee's regular dues with resultant change in the amount of the dues deduction of such employee per pay period will be effective with the deduction made for the first complete pay period beginning after receipt of the notice of change by the Payroll Office; or at a later date if requested by the Union. Such changes in the amount of union dues will not be made more frequently than once each twelve (12)

months. The Employer agrees to reimburse the Union for back dues from employees whose allotments have been temporarily stopped due to an administrative error.

Section 5. Termination.

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

(1) Any type of separation, transfer, or other personnel action which results in the employee leaving the unit.

(2) Loss of exclusive recognition by the Union.

(3) Suspension or termination of the agreement providing for dues withholding by an appropriate authority outside DoD.

(4) Suspension or expulsion from the Union.

b. An employee's allotment for the deduction of Union dues may also be terminated by that employee's submission to the Payroll Office of a Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. A termination of allotment under this section shall be effective with the first full pay period following either one (1) year from the date the dues assignment was initially affected or 1 September, each year thereafter. The revocation must be received prior to such date. Upon affect of any such properly executed Standard Form 1188 by the Payroll Office of the Employer, the Employer shall immediately transmit the duplicate of such form to the designated union official.

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

Section 6. Remittance. The Employer, through the Payroll Office, will transmit to the Treasurer of the Union, within three (3) working days after each payday the following:

a. A check drawn on the Treasury of the United States and made payable to the Union in the amount equal to the total of all allotment deductions made.

b. A list identifying the Union by name and local number which will include the name of each employee member on dues deduction, and the amount of the deduction made for each such

employee member. Such list will be in alphabetical sequence.

Section 7. Informing Employees.

a. The Union recognizes its obligation to inform and educate its members of the program for allotments for payment of dues, and the uses and availability of the required form. The Union is also responsible for procuring and distributing the prescribed allotment form (SF 1188) and for certifying as to the amount of its dues.

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

Section 8. In the event the dues deduction is not terminated, in accordance with Section 5, the employee will be responsible for notifying the Payroll Office of the Employer.

ARTICLE 25

MERIT PROMOTION

Section 1. The purpose of this article is to provide for the selection and promotion of employees to positions within the bargaining unit. The Employer agrees that all promotions in the unit shall be in accordance with the merit promotion requirements set forth by the Office of Personnel Management and instructions published by appropriate authority. The Rock Island Arsenal Merit Promotion and Placement Plan, RIAR 690-21, shall serve as the local operational regulations in the implementation of the above referenced requirement for all promotion actions within the unit. The minimum area of consideration is normally Rock Island Arsenal. Management may advertise and expand the area as needed to obtain a sufficient number of candidates from which to choose. Vacancy announcements for all Arsenal positions will be posted on the official bulletin board in the Police Station. All bargaining unit positions will be posted for at least 7 calendar days to allow for all bargaining unit members to apply for vacancies, due to different work shifts and hours.

Section 2. Promotions will be made on the basis of merit, as prescribed in law and regulation, without discrimination for any nonmerit reason such as race, color, religion, sex, national origin, lawful political or other affiliations, marital status, membership or nonmembership in employee organizations, age, physical or mental handicap which would not prohibit satisfactory performance on the job.

Section 3. All candidates for placement will be evaluated solely on their level of knowledge, skills, abilities, and other characteristics required for the position to be filled. Procedures outlined in Rock Island Arsenal Merit Promotion and Placement Plan, RIAR 690-21 will be used in evaluating candidates.

Section 4. Normally, an employee selected for promotion will be released no later than the beginning of the second pay period, following the date of selection. The views of the employee will be considered when determining the latest release date.

Section 5. All candidates for placement will be notified of the consideration afforded to them.

Section 6. Employees have the right to discuss their concerns over the evaluation of their applications on a vacancy announcement with a representative of the Civilian Personnel Office who will make available for review pertinent documents

relative to the individual employee's rating and ranking.

ARTICLE 26

SAFETY AND HEALTH

Section 1. General. The Occupational Safety and Health Program (RIAR 385-2) shall serve as the local implementation of the policies, responsibilities and procedures required by higher authority and chapter XVII of Title 29, Department of Labor Rules and Regulations and the law. Conflicts between the local regulations and this article shall be resolved in favor of this article. The Employer shall make every reasonable effort to provide and maintain safe and healthful working conditions. The Parties shall encourage employees to adhere to the established safety regulations and otherwise perform respective duties in a safe manner. In consonance with appropriate rules and regulations, the Employer shall post notices as required informing employees of protections and obligations provided for by the occupational safety and Health Administration (OSHA).

Section 2. Safety and Occupational Health Council. The Employer shall establish a committee responsible for aiding in the establishment of the installation safety program and in determination of its adequacy, effectiveness, and methods of improvement. The committee will review the personal injury experience of the installation and the potential hazards that might cause injury, and will attempt to devise ways and means to eliminate unsafe acts and to correct unsafe mechanical and physical conditions. The Union shall designate one member to serve on the committee. A copy of the minutes of the meetings of this committee shall be submitted to the Commander and all committee members.

Section 3. Inspections. All work places will be inspected periodically by safety and health personnel. Inspections will be conducted at least annually, except for office spaces and similar work places where there is little risk involved. The Union shall be notified and afforded the opportunity to accompany inspecting officials. Upon receipt of a notice of an unsafe or unhealthy working conditions issued by an appropriate authority as a result of an inspection a copy of the notice will be posted unedited, at or near each place such condition exists or existed. Each notice will remain posted until the unsafe or unhealthy working condition has been abated, or for three (3) working days, whichever is later. Upon written request and subject to the provisions of appropriate regulations, the Employer agrees to provide or to make available to the Union, appropriate reports of safety inspections and reports of accidents and occupational illnesses.

Section 4. In the course of performing their assigned duties, employees are encouraged to be alert to unsafe practices, equipment and conditions as well as environmental conditions of their immediate work area which represent suspected health hazards. If a suspected unsafe or unhealthy condition is observed employees shall report it to the immediate supervisor. If the safety question is not settled at that time, the matter will be referred to the Chief of Police. If the safety question remains unsettled, it may be entered into the grievance procedure with the Director, Law Enforcement and Security.

Section 5. Request for Inspection. Employee and Union officials should make every effort to resolve complaints through the procedures outlined in this article, the negotiated grievance procedure or other prescribed procedure. However, any employee or union official who believes that an unsafe or unhealthy working condition exists in any work place, is authorized to request an inspection of the work place by the RIA Safety Office.

Employees will not be subject to restraint, interference, coercion, discrimination, or reprisal by virtue of their participation in the Installation Occupational Safety and Health Program. Activities protected include the filing of reports of an unsafe or unhealthy working condition; the initiation of any proceedings under or related to this program; the exercise by such employees on their behalf, or of others, of any right afforded by law and regulation.

Section 6. Health Services and Preventive Medicine. The nature of law enforcement and security work involves strenuous activity, physical exertion, physical agility and levels of stress. Therefore, it is in the interest of all parties that employees maintain a healthy physical and mental state of being including maintaining a minimum level of physical agility necessary to perform the assigned duties.

a. Health Services. Therefore, the Employer shall provide the following health services which, if job related, shall be mandatory upon unit employees:

(1) Immunizations necessary to safeguard the health of employees in the course of their job related duties.

(2) A periodic physical examination to include eyes, ears, heart, lungs, and all major organ systems. Periodic examinations of employees whose duties expose them to physical contaminants, radiation, excessive noise or toxic agents.

(3) Hearing protection shall be provided to employees working in designated hazardous noise areas.

(4) Safety Eye-glass protection program.

(5) Appropriate health information.

(6) Prompt medical treatment and facilities for employees who are injured or become ill on the job, to include providing well stocked first aid kits at convenient and readily assessable locations.

(7) Transportation for employees who become ill or are injured on the job subject to the following:

(a) normally, transportation will not be provided if it is reasonably evident that the nature of the employees illness or injury is not serious and private transportation is suitable.

(b) ambulance service will be provided in cases of serious injury and/or the circumstances warrant as determined by attending medical personnel; and

(c) no injured or sick employee will remain unattended while being transferred to the hospital.

b. Medical Examinations. The Employer may offer a medical examination to an employee:

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

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

c. Payment of examination expenses and recordkeeping requirements will be in accordance with current regulations.

d. At the written request of either party, the parties agree to establish a joint Union-Employer Safety Committee of no more than two representatives each. Individuals with technical expertise may be called upon to assist the committee as required, i.e., a Safety Office representative. The committee's purpose will be to evaluate and review the health and safety concerns unique to the bargaining unit and make recommendations for improvement.

e. At the written request of either party, the Parties agree to negotiate on the establishment of a wellness program and physical fitness and agility program in line with appropriate

regulations.

Section 7. Where employees are required to work continually in adverse environmental conditions or other extreme weather conditions, the employees may be provided shelter in a heated or cooled environment, as the case may be, at reasonable times as necessary.

Section 8. The Employer will, to the extent feasible, eliminate identified safety and health hazards. Whenever risk conditions have been identified and cannot be readily abated, the Employer shall inform the Union of the condition and the Employer shall arrange a timetable of abatement, including a schedule of interim steps to protect employees. Arrangements shall include employee notifications, warnings and information to employees affected by the hazardous conditions.

Section 9. Common sense dictates that an employee faced with imminent danger to his safety can and should take appropriate action to protect life and limb.

Section 10. Employee Injuries and Illnesses.

a. Employees shall immediately, or as soon as practicable, report to their supervisor all injuries and occupational illnesses which occur on or as a result of the job. Employees shall be released to the U.S. Army Health Clinic for treatment or referred, at the employee's request, to an alternative medical facility. The supervisor shall provide the employee with Form CA-1 for traumatic injuries of Form CA-2 for occupational diseases.

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

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

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

Compensation Act regarding use of leave or continuation of pay by the Employer.

Section 11. Occupational Health and Safety Training. The Employer recognizes the need for training regarding Occupational Health and Safety to ensure employees safety and a minimum loss of work time due to injuries. The Employer will inform all employees of safe working habits and practices appropriate for their job. Additionally, the Employer will instruct employees in safe working habits, practices and procedures in regard to specific job assignments.

Section 12. Law Enforcement. In accordance with appropriate regulations and this Agreement, employees will be properly trained and equipped to accomplish the job for which they were hired, including the use of specially provided equipment, providing for safety to employees and the public.

Section 13. Step-Test Procedures. In accordance with appropriate regulations and/or where determined necessary and appropriate by the Employer, the Employer will provide appointed individuals with first aid and cardio-pulmonary resuscitation (CPR) training and will keep this training updated.

Section 14. Union Safety representative. The Employer will provide the opportunity for a designated representative to attend formal OSHA-type or other safety and health training that may be offered locally through the auspices of membership of the Safety Committee identified in Section 2 and/or which may apply to safety and health issues of the bargaining unit.

Section 15. The Employer agrees to maintain the vehicles assigned to the Law Enforcement and Security Directorate in a safe and serviceable condition so that immediate and safe responses can be made to emergencies.

Section 16. Post relief for employees on stationary posts will be provided on a scheduled basis or as otherwise required.

Section 17. Individual locker space will be furnished by the Employer for employees in the unit.

Section 18. Employees assigned to motor patrol will perform the before, during and after operations inspection of motor vehicles and report unsafe vehicles to the shift commander for repair or replacement. The Employer will reassign the employee as required.

Section 19. All necessary and useful equipment will be furnished in accordance with applicable regulations including but not limited to, raincoats, luminous traffic vests and gloves,

flashlights and holder, gun belt and holster, night stick and holder, ammunition pouches, key holder, whistle and chain, riot baton and helmet, and protective body armor (flak vests), rubber leggings, protective masks, and communication equipment. Each employee will be issued two (2) police badges and one hat shield in accordance with appropriate regulations.

Section 20. Pay for duty involving physical hardship or hazard for employees will be paid in accordance with the provisions of applicable FPM and related DoD regulations.

Section 21. The Employer agrees to maintain radio contact with employees on duty. When this is not possible, the employee may request another employee be assigned to work with him/her to reduce potential danger of an unusual hazard.

Section 22. The Employer agrees to pay employees the maximum uniform allowance permitted by prevailing law and government-wide regulations.

Section 23. Guard shacks will be maintained and repaired so as to be habitable, with heat in the winter and air conditioning or fans in the summer. They will be furnished with water cooler, electric if appropriate. If the Employer elects to change existing practice on telephone systems, it will engage in negotiation as appropriate under statute.

Section 24.

a. Definition. AIDS (Acquired Immune Deficiency Syndrome) caused by Human Immune Virus (HIV) infection. This is a disease which breaks down a part of the body's immune system. This breakdown leaves the body vulnerable to a variety of unusual, life-threatening illness.

b. HIV infection can result in medical conditions which impair the employee's health and ability to perform safely and effectively. In these cases, the Employer will treat HIV-infected employees in the same manner as employees who suffer from other serious illnesses. In this regard, the Employer will consider accommodation of employee's AIDS related conditions in the same manner as other medical conditions warrant consideration.

c. The utmost effort will be made to preserve the confidentiality of personal/personnel medical records. Knowledge of positive HIV test result will be limited to a very small number of people with a bonafide need to know basis.

d. The Employer will provide information to employees about AIDS.

e. Employer will provide necessary protections, such as plastic gloves, plastic mouth pieces, etc. for employees who may come into contact with blood or other body fluids during their assigned duties.

f. As determined by medical authority, HIV infected employees should be allowed to continue working as long as they are able to maintain acceptable performance and do not pose a safety and health threat to themselves or others in the work place.

Section 25. All employees will maintain a well-groomed look, with hair trimmed to prevent interference with job duties. Facial hair will be trimmed to provide a clean neat look. Jewelry will be limited to these items that will not interfere with job duties.

Section 26. The Employer will furnish a break area in proximity to the police station for use by employees. Employees may have access to vending machines during break periods/lunch. If the Employer determines to staff external gates #1 and #22, the Employer will request that the snack truck establish these gates as a route.

ARTICLE 27

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. Office Space.

a. The Employer agrees to authorize the use of office space, if available to the Union. So long as the space currently available and being provided remains, the Employer is relieved from providing such facilities. In the event these facilities are at some point no longer available the Employer agrees at the request of the Union to enter into negotiations on the use of replacement facilities and/or services.

b. The Employer agrees to permit representatives of the Union to utilize telephone service of the Employer.

Section 2. Office Equipment. In the event it is necessary to implement the provisions of Section 1 a. above, the Employer agrees to negotiate with the Union at that time to provide furnishings and equipment for the Union Office.

Section 3. Internal Mail Service. The use of internal mail services for the Police and Guard unit will be equivalent to that authorized for the parent local at HQ, AMCCOM.

Section 4. The Employer agrees to provide a reasonable amount of space located on the official bulletin board second floor, Building 225 for the posting of Union notices. The Union agrees that literature posted and/or distributed must not violate any law, the security of RIA, or contain libelous or partisan political material. Posting and maintenance of the board will occur outside duty time.

Section 5. Other Facilities. The Union will be permitted to utilize copying machines for representational purposes.

ARTICLE 28

JOB DESCRIPTIONS

Section 1. General. The job description for each position will reflect duties and responsibilities officially assigned and performed by the incumbent. Job descriptions will be prepared in accordance with controlling directives and classified by an individual having classification authority in accordance with DA policy. All job descriptions will include an unnumbered paragraph: "performs other duties as assigned." Such duties will include these tasks which are incidental or temporary in nature and may reasonably be associated with the incumbent's occupation or functional assignment. Such duties will not exceed capacity or competence of qualified incumbent that would create health or safety hazards, as determined by health officials. Each employee will be furnished a copy of his/her official job description when they are assigned to a position.

Section 2. Reclassification.

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

- (1) grade controlling duties, i.e. increase/decrease;
- (2) the employee' eligibility for inclusion in the bargaining unit, and;
- (3) conditions of employment, e.g., a world wide mobility requirement, or the performance of recurring travel, and the designation of the position as "emergency essential."

b. The Union will be afforded the opportunity to negotiate on the impact and implementation of such changes, however, such negotiation shall not preclude or limit the Employer from assigning the duties.

Section 3. Pay Equitability. The Employer agrees that it is essential that in accordance with laws, rules, regulations and guides, all employees shall be paid equitably and that pay rates shall bear a direct relationship to the level of skill and responsibility of the work performed.

Section 4. Job Description Accuracy. The position description will be reviewed periodically. Questions of fact regarding the accuracy of an employee's officially assigned job

description should be resolved between the employee and his immediate supervisor. Where necessary, a decision involving current and future duties and responsibilities of the position will be made by the Arsenal commander; his decision will be considered final.

Section 5. Classification Appeal. Employees may seek the adjustment of the pay category, title, series, or grade of their officially assigned position by using any of the three channels described in RIAR 690-24, Chapter 5, as available for positions classified under the General Schedule, and authorized by AR 690-500.501.8 and FPM 511.6. All employees will be freely and fully provided with information as to their appeal rights and to the means whereby they may request review of what they consider to be inequities in their assigned title, code, or grade level. Employees are entitled to be assisted by a Union representative to discuss the above with the Employer; in reviewing classification standards that pertain to their position; in pursuing their appeal in accordance with applicable regulations.

ARTICLE 29

TRAINING

Section 1. General. Although personnel are basically qualified to perform their assigned duties as prerequisite to employment, the parties recognize the need for additional training to develop the skills, knowledge and abilities that will best qualify employees for the performance of official duties.

Section 2. Training Programs. The Employer is responsible for establishing training programs to improve employee efficiency, utilization, and career development to the maximum extent. The Employer shall consider and respond to views expressed by the Union regarding present and future Programs, problem areas and/or Union suggested programs. The Employer shall determine whether any training course or program will be beneficial in terms of job performance and mission requirement. Employees have the responsibility to take full advantage of the training made available and for applying the training to their job.

Section 3. Selection Criteria. When training is to be given to some, but not all employees selection will be fair and equitable and should be based upon the following considerations.

- a. Relation of training course to employee's assigned duties.
- b. The employee's need or anticipated need for training of this type in his/her current job assignment.
- c. Whether the employee has previously taken the same training course.
- d. Available equivalent courses.

Section 4. Scheduling of Training. Appropriate training courses, seminars, conferences and meetings will be scheduled during duty hours whenever such training is required in the performance of official duties or directed by management. When the Employer requires that employees attend training, employees will be in a duty status.

Section 5. Training Applicability. The parties recognize that management reserves the right to determine training needs and to direct employee attendance. The Employer will consider personal hardships of the employee in attending potential training assignments before directing the employee to attend.

Section 6. Training Records. The Employer will record training of four (4) hours or more duration on the 7-B card and Official Personnel File for both job related and self-development training if the request was processed by the RIA Training and Development Division. The employee may enter into his Official Personnel Folder any training of a self-development nature that can be verified. This does not relieve the employee of his/her individual responsibility to maintain his personnel folder current and complete to fully reflect his total employment experience, training and education. The Union agrees to encourage employees to review their personnel folders to assure that training records are accurately recorded.

Section 7. Reimbursement Considerations. The Employer agrees to extend every consideration to the reimbursement of expenses incurred by the employee in attendance at work-related courses and which meet needs identified by the Employer to develop the employee's job competence. Partial or full reimbursement, if approved, will be in accordance with existing policies and regulations.

Section 8. The parties recognize that each employee is responsible for applying reasonable effort, time and initiative to increase his/her potential through self development and training. The parties are to encourage employees to take advantage of training and educational opportunities which will add to skills and qualification needed to increase their efficiency in the performance of their duties.

ARTICLE 30

ORIENTATION OF NEW EMPLOYEES

The Employer shall provide each new employee with a copy of this agreement and advise them of their rights under Article 6, Rights of Employees, Section 4. Each new employee shall be introduced to his designated union representative at the time he is assigned to the work location. The Union representative will be given a reasonable time to orient the employee in Union procedures and benefits. An area shall be made available for the orientation where the Union representative and the new employee can conduct the orientation in private.

ARTICLE 31

PROBATIONARY EMPLOYEES

Section 1. Employees will serve a probationary period in accordance with the Federal Personnel Manual and appropriate regulations. Management will appraise employee performance and conduct during the probationary period and provide the employee a full and fair trial.

Section 2. At some point in the probationary period, management will either certify the employee's performance as satisfactory or initiate action to terminate the employee.

ARTICLE 32

PARKING

Section 1. The Employer agrees to maintain the existing parking policy for unit employees unless a change is directed by higher authority. The Employer will negotiate as appropriate with the Union prior to any changes in parking or traffic regulations.

Section 2. The Union shall be provided one (1) reserved parking space which shall be marked NFFE parking only within fifty (50) feet of building 225.

ARTICLE 33

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Policy. The parties shall not condone sexual harassment or discrimination against individual(s) regarding employment or conditions of employment because of race, color, religion, sex, sexual orientation, national origin, age or physical/mental handicap. The Employer and the Union agree to cooperate in a positive and continuing effort to assure equal employment opportunity for all employees and to prohibit discrimination.

Section 2. Definitions of discrimination/sexual harassment are:

a. Discrimination: Disparate or unequal treatment of employees or conditions of employment due to race, color, creed, religion, sex, sexual preference, national origin, age or physical/mental handicap.

b. Sexual Harassment: Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is either explicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting said individual, and/or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile or offensive working environment.

Section 3. EEO Counselors. Employees will be designated by the Employer to serve as a bridge between employees and management in an attempt to informally resolve problems involving discrimination and to provide counsel and assistance to other employees on complaints and grievances, problems and questions related to EEO with emphasis on informal and timely resolution, and to report on EEO matters and furnish recommendations on the EEO Program to the Employer. The Union will be solicited for nominees to EEO Counselor positions as vacancies occur in the unit. Union nominees will receive equal consideration to that afforded nominees from other sources.

Section 4. Non-disclosure. It is not the province of the parties to inquire unnecessarily into the religion, marital status, race, sexual preference, or any other facet of an employee's personal history, not directly pertaining to job performance.

Section 5. Disciplinary Actions. Anyone engaging in proven discriminatory practices against employees of the unit will be subject to all disciplinary actions, in accordance with applicable regulations.

Section 6. Training. Nomination and selection of employees to participate in training and career development programs and courses shall be made without regard to race, color, religion, sex, physical/mental handicap, national origin, or age. To the extent possible, handicaps of individuals should be accommodated to allow them access to training to enhance their opportunity for career development and promotions.

Section 7. Promotion. Promotion nominations and selections shall be made in accordance with Section 1, and without regard to personal favoritism, employee organization membership or any other facet of an employee's personal history not directly pertaining to job performance.

Section 8. Union Representation. An employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO Complaint procedure has the right to be accompanied by union representation, if the employee so desires.

ARTICLE 34

UPWARD MOBILITY

The Employer agrees to establish an Upward Mobility Program in consonance with the following: Upward Mobility is a systematic management effort that focuses personnel policy and practices on the development and implementation of specific career opportunities for lower level employees who are in positions or occupational series which do not enable them to realize their full work potential. Upward Mobility opportunity will be made available on a non-discriminatory basis. The program shall make maximum use of skills and potential of employees currently in the activity's workforce. The program shall provide for career development counseling, which will provide assistance to employees in making decisions about their careers based on current information. The Employer may designate an Upward Mobility Coordinator who would serve as a central point of coordination and participation in planning and implementing the program.

ARTICLE 35

SUGGESTION AWARDS

Section 1. The Employer agrees that the Union shall have one (1) representative on the Suggestion Awards Committee. The Union will submit two (2) names to the Labor and Management Employee Relations Division to serve as primary and alternate representative. This representative will participate in deliberations and discussions with respect to planning the suggestion program, stimulating participation, establishing goals and targets, and evaluating progress.

Section 2. The Union representative will be voting member of the committee during evaluations and voting procedures with respect to bargaining unit employees.

ARTICLE 36

MUTUAL CONCERNS

Section 1. General. The parties mutually agree that the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency. In pursuit of this goal, technological progress and the economical use of human and other resources shall be of mutual concern to the parties.

Section 2. Self-Development. In addition to the training provided by the Employer, the parties shall encourage unit employees to take advantage of training opportunities of a self-development nature to upgrade skills, knowledges, and abilities.

Section 3. Cost Reduction. The Employer will negotiate as appropriate with the union concerning cost reduction proposals. The Union supports the concept of cost reduction.

Section 4. Human Resources Program. The parties shall place full support and effort behind human resource programs such as, but not limited to Upward Mobility, Equal Employment Opportunity, Employee Assistance Program, and Disabled Veterans Advisory Committee, as such programs improve employee well-being, proficiency, and morale.

Section 5. Energy Conservation. The parties agree to promote and support all local efforts to conserve energy resources through the economical use of electricity, gas, oil, water, paper, etc.; support of paper recycling projects; and carpooling.

Section 6. The Employer agrees to notify the Union immediately upon notification that a commercial activities (CA) study is to be conducted. At the time the Employer agrees to negotiate as appropriate.

ARTICLE 37

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer agrees to continue and administer an employee assistance program for employees in the bargaining unit, in accordance with applicable laws and regulations. The program will include training and orienting supervisor, Union officials and employees: maintaining liaison with community agencies, hospitals and civic groups regarding drug and alcohol abuse: and providing counseling services for employees; and a Counsel, on which the Union shall be represented, to advise on and to review and recommend policy concerning the program.

a. The Employer shall post its written policy on the Employee Assistance Program on official bulletin boards. The Parties agree that no stigma shall be associated with employees participating in the program.

b. The Employer shall maintain an up-to-date listing of community facilities for treatment of medical/behavioral problems.

Section 2. The objectives of the Employee Assistance Program are to:

a. Prevent alcohol, drug abuse and mental illness.

b. Identify alcohol and drug abuses and mentally troubled employees, or employees with potential for such problems.

c. Restore alcohol and other drug abusers and troubled employees to effective duty.

Section 3. Employee Participation.

a. Employees may be referred to the program by the Employer, the Union or other employees, however, individual employee participation in the program shall be voluntary.

b. Employees under an initial proposal of disciplinary or adverse action shall be afforded the opportunity to participate in the Employee Assistance Program. Satisfactory participation in the program IAW AR 600-85 as determined by the program coordinator, will be considered favorably in reviewing the proposed disciplinary or adverse action.

c. Employees have the right to the representative of their choice in the initial consultation meetings with the Employee Assistance Program counselors, provided the employee signs a

Consent of Disclosure form. Representatives at subsequent therapy sessions may be approved by the Employee Assistance Program Counselor. The Employee Assistance Program shall be designed so that employee success can be realistically achieved. Every reasonable effort to rehabilitate the affected employee will be made.

d. Initial consultation meetings and further meetings with Employee Assistance Program counselors shall be on official duty time, if the employee is otherwise in a duty status. Annual leave, sick leave, or leave without pay may be granted for employee participation in treatment and counseling sessions, off the installation, to which the employee is referred by the Employee Assistance Program.

Section 4. The confidential nature of medical records and information concerning employees shall be strictly maintained. Neither counselors nor any management official shall reveal the name of a person voluntarily seeking assistance without the employee's written consent.

Section 5. Accommodation will be made whereby employees found to be abusing alcohol or drugs may be detailed to a non-weapons carrying position until the employee has successfully completed treatment.

ARTICLE 38

EMPLOYEE RECORD CARDS (7B CARD)

Section 1. The Employer shall maintain one official SF 7B card on each employee and be responsible for all entries made on the card. This card shall serve as a mini personnel record of employment and shall be a record of training, awards, promotions, counseling, disciplinary or adverse actions, etc.

Section 2. The employee shall be notified by the Employer of any adverse matter that is documented on the 7B card and the employee shall have the opportunity to discuss the matter with the supervisor. The employee will initial and date all adverse entries made on the 7B card by the Employer. The employee has the right to review and acquire a copy of the 7B card within a reasonable time (normally, 24 hours) after the employee's request. The employee will be given the opportunity to rebut an entry.

Section 3. The parties understand that 7B cards are subject to provisions of the Privacy Act.

Section 4. Entries on the SF 7B card that are adverse to the employee may be removed after one (1) year where there has been no subsequent counseling session since the entry. If the supervisor feels that the adverse entry shall be retained for more than one (1) year, he/she shall notify the employee.

ARTICLE 39

DURATION OF AGREEMENT

Section 1. In accordance with 5 USC 7114(c), the Agreement between the parties will be submitted to higher authority to determine compliance with applicable published laws and Government-wide regulations. Where violations of law or Government-wide regulations are found, the Employer will advise the Union of the specific violations and furnish the appropriate citation of law or regulation. The parties will then meet and negotiate the required changes in the Agreement.

Section 2. This agreement will remain in full force and effect for three (3) years from the date approved by higher echelon or the thirty-first (31st) day after execution, whichever is earlier.

Section 3. The anniversary date of the Agreement shall be considered to be 1201 a.m. on the date identified by Section 2.

Section 4. Printing and distribution. The Agreement will be distributed to all bargaining unit employees within 30 days after approval by higher echelon or the completion of renegotiation of any required changes. Expense for publication and distribution shall be borne by the Employer. Pocket sized 3 1/2 X 5 1/2 copies of the Agreement will be printed for the employees.

Section 5. Either party may give written notice to the other not more than one hundred five (105) days, nor less than sixty (60) days prior to the anniversary date of this Agreement of its intention to renegotiate this Agreement or any part thereof.

Section 6. If neither party gives timely notice, this Agreement shall be reviewed for one additional year from the anniversary date.

Section 7.

a. Annually within thirty (30) days prior to the anniversary date of the Agreement as defined in Section 2 above, the Union may give written notification to the Employer of its desire to negotiate proposals not previously negotiated by the parties. The proposals will be provided with the written notification. The Employer will respond within ten (10) workdays.

b. The articles and sections of this Agreement may be re-

opened for amendment(s) by mutual consent of both parties. Requests for such amendment(s) by either party shall include a written summary of the amendment(s) and a reasonable time (15 workdays) after receipt of such notice to review the proposed amendment(s). If the parties mutually agree that opening of the Agreement is warranted, they shall arrange to begin negotiation on a mutually agreed date. No other changes than the agreed-upon amendments shall be considered during negotiations.

Section 8. The parties agree that upon the effective date of this agreement all memorandums of understanding predating the Agreement are null and void.