

**2003 – 2006**

# **AGREEMENT**

**BETWEEN**

**AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES**

**LOCAL 2**

**(PROFESSIONAL BARGAINING UNIT)**

**AND**

**US ARMY RESEARCH LABORATORY  
ADELPHI LABORATORY CENTER  
2800 POWDER MILL ROAD  
ADELPHI, MARYLAND 20783-1197**

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## Preamble

Pursuant to the policy set forth in the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations issued by the Office of Personnel Management (OPM) and the Department of the Army (DA), this Agreement, together with any and all subsequent agreements and/or amendments, is entered into by and between the U.S. Army Research Laboratory (ARL), Adelphi Laboratory Center (ALC) and the American Federation of Government Employees (AFGE) Local 2. The ARL-ALC shall hereinafter be referred to as the Employer and AFGE Local 2 shall hereinafter be referred to as the Union. The employees in the described unit shall be hereinafter referred to as Employees.

In consideration of the mutual covenants herein set forth, the Parties, the ARL-ALC and AFGE Local 2, hereto intending to be bound hereby agree as follows:

It is the intent and purpose of the Parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of Employees within the meaning of the Federal Labor-Management Relations Statute; to establish a basic understanding relative to personnel policies, practices, and procedures, and matters affecting other conditions of employment; and to provide means for amicable and constructive discussion and adjustment of matters of interest to the Union and the Employer.

The Employer and the Union jointly recognize, in the interest of national security, the requirement for uninterrupted, orderly, economical, and efficient accomplishment of the Employer's mission. ***To this extent, the Employer and the Union agree that the accomplishment of the Employer's mission shall be a major consideration in all agreements developed by the Employer and the Union in their day-to-day association.*** The Parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish and maintain a constructive relationship based upon this Agreement.

In the event of disagreement over the terms of this Agreement, it is specifically understood by and between the Parties that the provisions of this Agreement shall be interpreted by all parties in a manner consistent with the requirements of an effective and efficient agency operation at the Army Research Laboratory.

## Article 1. Definitions

A. Agency – The same as the Employer.

- B. Agreement – This written document which is the product of the collective bargaining process.
- C. Contract – The same as the Agreement.
- D. Day – Unless otherwise specified, all references to day(s) shall mean a regular work day(s).
- E. DCSPER-LR – The Deputy Chief of Staff for Personnel - Labor Relations Point of Contact for the Employer.
- F. Employee – An employee of the Army Research Laboratory who is a member of the bargaining unit.
- G. Employer – The U.S. Army Research Laboratory, Adelphi Laboratory Center.
- H. Management Official – An individual employed by the Employer in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.
- I. Parties – The Employer and the Union.
- J. Statute – The Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the U.S. Code.
- K. Union – The American Federation of Government Employees, Local 2.

## **Article 2. Recognition**

- A. The Employer recognizes the Union as the exclusive representative for all professional employees at ARL-ALC as follows:
  - 1. Included: All professional employees employed by the Department of the Army, U.S. Army Research Laboratory, Adelphi Laboratory Center, at Adelphi, Maryland.
  - 2. Excluded: All management officials, supervisors, nonprofessional employees, employees employed for less than 90 days and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).
- B. Professional Employee
  - 1. As generally defined by OPM, a professional employee is an employee engaged in the performance or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities); requiring the consistent exercise of discretion and judgment in its performance which is predominantly intellectual and varied in character (as distinguished from routine mental, manual, mechanical, or physical work); and which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time.
  - 2. An employee who has completed the course of specialized intellectual instruction and study described in (1) above and is performing related work under appropriate direction or guidance to qualify the employee is also a professional employee.

3. An employee's grade or band is not a factor in determining if an employee is in the professional bargaining unit.
  4. If questions arise, the Federal Labor Relations Authority decides on a case-by-case basis if a person is a professional employee.
- C. Individuals at ARL-ALC classified in the following occupational codes are or have been considered to meet the definition of a professional employee. This list is not all inclusive of professional employees but is representative.

<i>Job Series</i>	<i>Job Title</i>
101	Social Sciences
170	Historian
180	Psychologist
471	Agronomy
510	Accounting
690	Industrial Hygienist
801	General Engineering
803	Safety Engineering
806	Materials Engineering
819	Environmental Engineer
830	Mechanical Engineering
840	Nuclear Engineering
850	Electrical Engineering
854	Computer Engineer
855	Electronics Engineering
861	Aerospace Engineering
893	Chemical Engineering
896	Industrial Engineering
899	Student Trainee (Engineering)
905	General Attorney
1221	Patent Advisor
1222	Patent Attorney
1301	General Physical Sciences
1306	Health Physics
1310	Physics
1320	Chemistry
1340	Meteorologist
1386	Photographic Technology
1399	Student Trainee (Chemistry)
1410	Librarian
1515	Operations Research
1520	Mathematics
1550	Computer Scientist
1599	Student Trainee (Computer Science)

## **Article 3. Rights**

### ***A. Mutual Rights of the Employer and the Union***

1. The Parties shall consistently strive to improve communications between Employees and supervisors, to promote efficiency, and to improve the morale of Employees. Such efforts shall be focused on

the goal of making ARL-ALC a better place to work and accomplishing the Employer's mission.

2. The Employer and the Union mutually agree that this collective bargaining agreement reflects the agreement of the Parties regarding conditions of employment affecting Employees. The Employer and the Union shall meet and confer with respect to personnel policies and practices as required by the Statute.
3. In the administration of all matters covered by this Agreement, the Employer and the Union are governed by existing or future laws and applicable regulations.
4. The interest of both Parties shall be best served by developing a climate of mutual respect and good working relations among all levels of their respective representatives.

## **B. Employer**

1. The Employer retains all of the management rights prescribed in 5 USC 7106(a), Federal Service Labor-Management Relations Statute. Nothing in this Agreement shall be interpreted to affect the authority of any management official to exercise such rights.
2. The Employer has the right to:
  - a. Determine the mission, budget, organization, number of Employees, and internal security practices of the agency.
  - b. Hire, assign, direct, layoff, and retain Employees.
  - c. Suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees.
  - d. Assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
  - e. Make selections for appointments from:
    - (1) Among properly ranked and certified candidates for promotion or
    - (2) Any other appropriate source
  - f. Take whatever actions may be necessary to carry out the agency mission during emergencies.
3. Nothing in this section shall preclude this agency and any labor organization from negotiating:
  - a. At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organization subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
  - b. Procedures which management officials of the agency shall observe in exercising any authority under this section; or
  - c. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

4. The Employer shall make a reasonable effort to insure that any document of a confidential nature (e.g., grievances, adverse, disciplinary actions, debt problems and items covered by the Privacy Act) shall be handled in such a manner as to maintain its confidentiality.

### **C. Union**

1. The Employer shall recognize a Unit Vice-President and one (1) Union steward per seventy-five (75) Employees up to a maximum of four (4) stewards.
2. The Union shall furnish in writing to the DCSPER-LR, a list of Union representatives as designated in Article 3 Section C1. The listing shall indicate the representational position in the Union. The Union shall notify the DCSPER-LR in writing or by email of any change(s) in the designation of the officer and/or steward(s).
3. Although the Parties agree that the Union has the right to assign duties related to its representational responsibilities, the Union shall review any perceived imbalances in assigned work loads which the Employer has brought to the Union's attention; and, if appropriate, equitably redistribute workloads, to the extent feasible.
4. The Union officer and stewards, when leaving their work area(s) to transact appropriate Union business during regular working hours, shall:
  - a. First advise their immediate supervisor
  - b. At that time, inform them of:
    - (1) The general nature of the business to be transacted (e.g. grievance, hearing, appeal, complaint, appointment with management official)
    - (2) The general location of the destination (e.g., Civilian Personnel Advisory Center, laboratory/branch)
    - (3) A phone number, if available, where the Union representative can be reached.
  - c. A supervisor may require this Union representative to remain on duty and not leave the work area when compelling circumstances exist. The supervisor shall document the compelling circumstances and furnish a copy to the Union.
  - d. Prior to entering a work area under the cognizance of a supervisor other than their own to investigate a grievance, the Union representative shall contact the supervisor, explain the general nature of the business, and obtain permission to contact the Employee.
  - e. The Union representative and Employee(s) contacted shall notify their supervisor(s) upon return to work.
5. The Employer shall in no way restrain, interfere with, coerce, or discriminate against designated representatives of the Union in the exercise of their collective bargaining responsibilities.

6. The Union shall be the instrument through which Employees participate in the formulation and implementation of personnel policies and practices affecting the conditions of employment (COE).
7. The Union has the right and responsibility to:
  - a. Act for and negotiate agreements covering Employees; and
  - b. Represent the interests of all Employees without discrimination, and without regard to Union membership.
8. The Union has the right to:
  - a. Be present at formal discussions between management and one (1) or more Employee(s) or Employee representative(s) concerning grievances, personnel policies and practices, or other general conditions of employment; and
  - b. Be given the opportunity to be present at any examination of an Employee by a management representative 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 from the Union.
  - c. Be notified, of any changes in or creation of policy, regulation, procedure, or practice affecting any Employee before the change or creation goes into effect with allowance for adequate time to engage in bargaining. Copies of such changes or creations shall be provided to the Union by email or hardcopy.
  - d. Be notified of all job vacancy announcements within the Bargaining Unit.
  - e. Be informed as soon as possible of actions taken to carry out the Agency mission during emergencies.
9. The Union shall cooperate in, and actively support, programs such as the Combined Federal Campaign, blood donor programs, tutoring/mentoring, etc.

#### ***D. Employee***

1. The Statute states, and the Parties hereby recognize, that each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal; and each Employee shall be protected in the exercise of such right. Such rights shall extend to the following:
  - 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 management representatives of the Employer and other officials of the Government.
  - b. To engage in collective bargaining with respect to conditions of employment through Union representatives.

2. Nothing in this Agreement shall require an Employee to become or remain a dues paying member of the Union, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction or by direct payment.
3. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate supervisor or management official and the Union representative at the lowest level capable of resolving the matter.
4. Employees maintain the right to consult with Union representatives and Union officials on questions concerning personnel policy, regulations, and other matters pertaining to their employment, using a reasonable amount of official time. An Employee maintains the right to have a Union representative present during formal discussions with his/her supervisor that the Employee has reason to believe may lead to disciplinary action.
5. An Employee desiring to leave the work area to obtain the advice and assistance of a steward shall request the supervisor's permission before doing so. However, if the supervisor cannot release the Employee at that time, the supervisor shall advise the Employee of a time when released from duty is possible. The Employee shall report back to the supervisor upon returning to duty. The Employee shall call the steward to arrange for the meeting. Contacts between Employees and stewards shall normally take place in the Union office.
6. Employees have the right to conduct their private lives as they desire provided such conduct does not impair the efficiency of the service. Employees shall be governed in their conduct by the Standards of Conduct for Department of Army Personnel. When an Employee's behavior or conduct off the job (i.e., in their personal life) is of such a nature as to impair the ability of the Employee to satisfactorily accomplish the Employee's duties, or shall impair the efficiency of the service, or reflect unfavorably on the government, or is not consistent with applicable laws, regulations, or published policy, then the Employee's conduct shall be of concern to the Employer.
7. As Federal Employees, Employees are expected to refrain from any discrimination based on sex, age, race, color, religion, mental/physical impairment, or national origin, and to fully respect the Employer's efforts to eliminate any such discrimination.
8. Records:
  - a. Official Personnel File (OPF).
    - (1) Upon request an Employee and/or the designated representative who has been so authorized in writing by the Employee shall be permitted to review the OPF and obtain a copy of specifically identified items within the record.

- (2) The Employee may put in the file any written statement related to unfavorable information contained in the OPF.
  - (3) Where law prohibits disclosure of any record, file, or document to Employees and/or their representative, then such record, file, or document may be made available only to those whose official duties require access to such material.
  - (4) Employees have a right to, and should, review the OPF. Therefore, it is recommended that the Employee review these records at least annually.
- b. Informal Management Employee Records.
    - (1) Upon request an Employee and/or the designated representative who has been so authorized in writing by the Employee shall be permitted to review informal management Employee records.
    - (2) Any record that is not disclosed to the Employee cannot be used as a basis for a disciplinary action.
  - c. Management's Personal Notes.

Management's personal notes are not obtainable for review by the Employee or a representative.
9. Employees are responsible to fully cooperate (in accordance with governing laws and regulations) with the Employer's efforts to investigate wrongdoing or other official concerns of management.
  10. Employees may be permitted to withdraw their resignation provided such withdrawal is made within a reasonable period of time before the effective date, no commitment has been made either internally or externally for a replacement, and there is no undue administrative disruption.
  11. In accordance with governing rules and regulations, in cases of doubt as to the propriety of a proposed action or decision in terms of the regulation or law, Employees shall consult ARL-ALC legal counsel or, if appropriate, other counsel to ensure proper and lawful action.

## **Article 4. Personnel Demonstration Project**

- A. The Parties recognize that ARL is in a Personnel Demonstration Project (PDP) as described in the Federal Register, Office of Personnel Management, "Science and Technology Reinvention Laboratory Demonstration Project at the U.S. Army Research Laboratory (ARL)" dated March 4, 1998 and that said PDP is hereby incorporated into this contract. The Personnel System Changes include:
  1. Broadbanding
  2. Classification
  3. Pay for Performance (PFP)
  4. Hiring and Appointment Authorities
  5. Internal Placements and Pay Setting

6. Employee Development
  7. Reduction in Force (RIF)
  8. Grievances, Disciplinary Actions, and EEO Matters
- B. For implementation of this PDP, the Parties agree that ARL Memorandum No. 690-42 dated 28 August 2000 with changes 1 & 2 dated 23 April 2001 and 03 May 2001 respectively, is the implementation of this PDP.
- C. The Parties further agree if the PDP terminates for any reason, the PDP shall remain in effect until this contract is renegotiated.

## **Article 5. Performance Appraisals / Pay for Performance**

- A. Refer to Article 4 “Personnel Demonstration Project”
- B. Performance accomplishments shall be limited to no more than four (4) pages with the fourth page being used as a continuation and listing of patents, significant publications and presentations. The font size shall be 12 point. Employees are encouraged to be concise.

## **Article 6. Merit Promotion**

- A. Refer to Article 4 “Personnel Demonstration Project”
- B. Promotion Panels at the directorate and corporate levels shall meet at least annually.

## **Article 7. Details & Temporary Promotions**

Refer to Article 4 “Personnel Demonstration Project”

## **Article 8. RIF, TOF & Non-RIF Reassignments**

- A. Refer to Article 4 “Personnel Demonstration Project”
- B. The Employer shall notify the Union, as soon as possible, but not less than thirty (30) days in advance of notice to the Employees, that a RIF or transfer of function (TOF) shall take place, if the RIF or TOF shall have any adverse impact on the bargaining unit.

## **Article 9. Training / Employee Development**

Refer to Article 4 “Personnel Demonstration Project”

## **Article 10. Contracting Out / Outsourcing**

- A. This Article applies to commercial activity (CA) actions that shall result in a RIF of Employees.
- B. The Employer retains the right, in accordance with 5 USC 7106, to exercise full authority in making determinations with respect to contracting out of bargaining unit work.
- C. The Employer shall notify the Union, by providing a copy of the statement of work (SOW), prior to solicitation of bids, of potential contracted-out work

that shall result in a RIF of Employees. The Union shall be allowed ten (10) days to submit comments on the SOW for consideration by the Employer.

- D. Affected Employees shall be afforded training opportunities and placement rights in accordance with applicable rules, regulations and procedures.
- E. The Employer shall provide to the Union, upon request, copies of reports not prohibited by laws, rules, or regulations concerning CA studies. The findings and recommendations of the management study shall be discussed with the Union and affected Employees as soon as the report can be released.
- F. Employees who are adversely affected by the decision to contract out shall be advised of their rights.

## **Article 11. Tour of Duty**

### **A. Basic Tour of Duty**

The normal basic tour of duty (TOD) shall consist of five (5) consecutive eight-hour days, Monday through Friday, equaling eighty (80) hours for the two-week pay period. The normal work hours are 0745 to 1615 with a half hour for lunch. Both Parties recognize that the Flexitime and alternative work schedule (AWS) as described in this Article may be modified by the Employer.

### **B. Core Hours**

The core hours refers to the hours that all Employees must be present for duty. The core hours shall be 0900 to 1500.

### **C. Lunch**

1. Lunch period shall be between 1100 and 1330. A minimum of a half hour lunch is required. Inasmuch as the lunch period is not paid work time, the period is the Employee's own time and shall be spent at the Employee's discretion. However, the scheduling of a lunch period must be with the concurrence of the supervisor, and may be altered by the supervisor for operational requirements.
2. Employees may leave the worksite during the lunch period.

### **D. Flexitime**

1. Flexitime refers to that portion of a working day outside core time within which an Employee, with the approval of the immediate supervisor, may propose their arrival and departure times. Flexitime at the Adelphi Laboratory Center (ALC) is 0630 to 0900, and 1500 to 1800 hours.
2. All workdays shall begin no earlier than 0630; shall include a supervisory approved lunch period of at least thirty (30) minutes; and shall end no later than 1800 hours.

## ***E. Alternative Work Schedule / Compressed Work Schedule***

1. Employees may participate in the ARL Alternative Work Schedule (AWS) Program. All work schedules must be approved by the Employer.
2. The AWS consists of nine (9) hours per day for eight (8) days; eight (8) hours for one (1) day, and one (1) Regular Day Off (RDO) in each two-week pay period, to complete the basic tour of duty of eighty (80) hours for the pay period. The RDO shall coincide with the eight-hour day in the alternate week.

## ***F. Flexitime and AWS***

For Employees participating in both Flexitime and AWS, Flexitime hours shall be 0630 to 0830 and 1600 to 1800.

## ***G. Overtime / Compensatory Time***

1. Overtime should be used only to accomplish mission essential workload requirements (on or off site) exemplified by, but not limited to, the following:
  - a. Support of combat operations.
  - b. Meeting emergencies.
  - c. Preservation of human life.
  - d. Meeting suspense work
  - e. Correcting a disruption of a critical ADP system, utility, or communication system that could compromise national security or have a severe, adverse impact on the workforce.
  - f. Accomplishing organizational peak workloads that are predictable and seasonal but temporary.
2. Managers cannot direct Employees to work overtime without compensation.
  - a. Nonexempt Employees must be paid for overtime work unless they specifically request compensatory time in writing.
  - b. Exempt Employees whose basic rate of compensation is less than the step ten (10) overtime hourly rate for grade GS-10 or equivalent may choose their form of compensation, either pay or compensatory time. For those whose basic rate of compensation exceeds the GS-10 step ten (10) overtime hourly rate; the determination of compensation is management's decision.
  - c. Compensatory time earned on or after 8 June 1997 must be used within twenty-six (26) pay periods or it shall convert to overtime and shall be paid at the overtime rate at which it was earned.
  - d. As a general rule, unless specifically exempted as discussed below, no exempt Employee may be paid an amount for any

pay period exceeding the maximum rate of pay – step ten (10) – of GS-10 or equivalent, whether for paid overtime or for compensatory time that has converted to paid overtime. Under extreme circumstances, for example during war, this provision may be waived by higher authority. When an emergency has been declared (e.g., by the Office of Personnel Management and Department of Defense), an Employee who is performing work in connection with the emergency shall be paid premium pay under the annual limitation of earnings rather than the biweekly limitations of earnings.

## **Article 12. Leave**

### ***A. Annual***

1. The use of annual leave is a right of Employees subject to the prior approval of the appropriate supervisor. When Employees can be spared from their duties, annual leave shall be granted for personal or emergency purposes. Determination as to the time and amount of annual leave which is to be granted generally should be on the basis of mutual agreement between Employee and supervisor. Approval of an Employee's annual leave request is at the discretion of the supervisor. Any denial of requested annual leave shall be based upon factors which are mission related.
2. Employees are responsible for planning and making timely requests for annual leave. The Employee and supervisor have the responsibility to cooperate in scheduling annual leave in accordance with the provisions of Article 12 Section A1. Where operational exigencies require their attendance, Employees may be required to temporarily forego scheduled annual leave until such time as their services may be spared.
3. Only a supervisor in the Employee's chain of command has the authority to grant annual leave. Therefore, an Employee normally should request annual leave from his/her supervisor. It must not be assumed, however, that a request shall automatically be granted. Proper approval must be secured prior to the taking of annual leave or the absence may be charged to absence without leave and/or may result in the taking of a disciplinary/adverse action. When annual leave has been properly requested, with reasonable advance notice, it shall normally be granted without unnecessary delay unless the use is precluded by operational requirements.
4. Annual leave can be requested in conjunction with official CONUS and OCONUS travel.
5. Once an Employee has made a leave request and that request has been approved, the Employee shall be permitted to change the selection of leave dates with the concurrence of the Employer, normally the supervisor who approved the original request, provided

that another Employee's approved leave is not impacted, or that the Employees involved reach a mutually acceptable agreement.

6. The Employer recognizes that there are occasions when annual leave may be needed by the Employee, and prior approval has not been granted. Approval of an unscheduled annual leave is based on reasons such as inclement weather, hazardous road conditions, vehicular accidents, or other circumstances beyond the control of the Employee. Employees must request the unscheduled leave as soon as is practicable. Retroactive approval may be given in those cases where it is determined that circumstances warrant such approval. The Employer has the authority and responsibility, in cases where unscheduled leave is requested, to determine the reason(s) that warrant approval. It must not be assumed that a request for leave shall automatically be approved. Failure to secure the proper approval may result in the period being charged to absence without leave and/or may result in the taking of a disciplinary/adverse action.
7. In the event that a supervisor receives leave requests from two (2) or more Employees that perform the same or very similar function(s) for the same, or essentially the same period of time that cannot all be granted, the supervisor shall resolve the matter by determining which request was the first to be submitted and approved.
8. When annual leave has been scheduled and approved prior to the beginning of the third pay period before the end of the leave year, but operational exigencies or illness prevent the Employee from using the approved annual leave, the unused portion of that "use-or-lose" annual leave may be saved in accordance with applicable regulations.

## **B. Sick**

1. Employees earn sick leave in accordance with applicable laws and regulations. The Union recognizes that benefits and values accrue to Employees who, through the accumulation of large amounts of sick leave, are protected against financial hardships resulting from long-term illnesses. Such Employees may also be entitled to additional service credit upon retirement.
2. Approval of sick leave requests is at the discretion of the supervisor, in accordance with applicable laws and regulations. The Employer may inquire into the nature of the Employee's sick leave request to determine if sick leave is appropriate. Employees are responsible for providing sufficient information to substantiate the leave request.
3. An Employee not reporting to work because of incapacitation for duty shall personally telephone the immediate supervisor to request leave, normally within two (2) hours after the start of the tour of duty, unless circumstances prevent the Employee from doing so. Such circumstances shall be fully explained when contact is made

with the supervisor. Calls from other than the Employee shall normally not meet the requirements of this notification.

4. Notification and Approval Process:
  - a. Calls to other than the immediate supervisor shall not normally meet the requirement.
  - b. If the immediate supervisor is unavailable, calls to the next level supervisor(s) shall meet the requirements of this notification.
  - c. If the up-line supervisors are unavailable, calls to lateral supervisor(s) shall meet the requirements of this notification.
  - d. Failure to contact a supervisor to request leave shall result in a charge of absence without leave (AWOL) and may lead to disciplinary action.
5. When requesting sick leave because of personal incapacitation, the Employee shall inform the appropriate supervisor when return to work is expected. In the event that the Employee needs additional sick leave, the Employee shall again telephone the appropriate supervisor and request additional leave prior to returning to work.
6. If an Employee appears to be an abuser of sick leave, the Employee may be advised orally and/or in writing that a medical certificate from a physician shall be required to support approval of future sick leave requests.

### **C. Holiday**

1. The Employer recognizes that Federal holidays are provided for the benefit of all Employees.
2. The Federal holidays are:
  - a. New Year's Day
  - b. Martin Luther King, Jr. Day
  - c. President's Day
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Columbus Day
  - h. Veterans Day
  - i. Thanksgiving Day
  - j. Christmas Day
3. Other Holidays:
  - a. Presidential Inauguration Day
  - b. Religious Holidays

An unscheduled leave policy shall be applied for Employees desiring to observe religious holidays of their faith. This leave shall be charged to annual leave, compensatory time earned or leave without pay.

## **D. Excused Absence**

1. An excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave. Such absences shall conform to applicable rules and regulations of the Agency and OPM.
2. Voting: Excused absence may be granted for registration and voting on civic matters in the Employee's community. Where polls for public elections are not open at least three (3) hours either before or after an Employee's regular hours of work, the Employee may be granted an amount of excused absence which shall permit the Employee to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser time off.
3. Military Funerals: An Employee who is a veteran of any war, campaign, or expedition may be excused by the supervisor from duty without loss of pay or charge to leave, not to exceed four (4) hours in any one (1) day, to enable the Employee to participate as active pallbearers, members of firing squads, or guards of honor in funeral ceremonies for members of the Armed Forces whose remains are returned to the United States from abroad for final internment in the United States.
4. Court
  - a. The Employer considers it the civic responsibility of its Employees to respond to calls for jury and other court services whenever practicable. Therefore, the Employer shall request from the applicable court that Employees be excused from jury duty only when their services are required to meet essential work schedules and when public interests are better served by the Employees remaining on duty.
  - b. If an Employee is called for jury duty or as a witness in court, the Employee shall immediately notify the Employer in order that arrangements may be made for the absence. The court order, subpoena, or summons, if issued, must be presented at the time of notification. Upon return to duty, written evidence of attendance at court is required, showing the date(s) of service. Such statement must be obtained from the clerk of the court or some other appropriate official of the court. If attendance, including travel time, on any date(s) was for less than a full day, the Employee shall also submit a statement of hour(s) of service, signed by the Employee. Use of court leave shall conform to all Agency and OPM rules and regulations.
5. In other situations where the Employer determines that an absence would further an agency function, brief periods may be excused. For example but not limited to:
  - a. Blood Donations
  - b. Professional Examinations and Other Tests

- c. Attending Conferences or Conventions
- d. Illness Caused by Required Vaccinations or Immunizations
- 6. In accordance with the Family and Medical Leave Act (FMLA), a combination of various types of leave may be used for the following situations:
  - a. Serious Health Condition of a Family Member
  - b. Serious Health Condition of Employee
  - c. Birth and Care for Newborn
  - d. Adoption/Foster Care
  - e. Family Member Medical/Dental Examinations
  - f. School Events (up to twenty-four (24) hours LWOP)

**E. Leave Without Pay**

- 1. Approval of an Employee’s leave without pay (LWOP) request is at the discretion of the supervisor, in accordance with applicable laws and regulations.
- 2. Employee requests for LWOP must include the following information:
  - a. The reason(s) for the request;
  - b. The duration (not to exceed one (1) year); and,
  - c. The proposed beginning and ending dates.
- 3. Indefinite periods of LWOP are prohibited. Additionally, regular and routine use of LWOP is prohibited.

**F. Absent Without Leave**

Unexcused absence or tardiness shall be handled in accordance with current regulations and may result in disciplinary/adverse action.

**Article 13. Disciplinary Actions**

- A. This Article is relevant or applies to written reprimands and suspensions of fourteen (14) *calendar* days or less.
- B. Emphasis shall be placed on preventing situations that might warrant disciplinary action through effective management and Employee relations.
- C. Disciplinary actions shall be taken for such cause as shall promote the efficiency of the service.
- D. It is incumbent upon the supervisor initiating or proposing a disciplinary action to make a reasonable inquiry into any incident or situation prior to issuing any such action.
- E. The Department of the Army's Table of Penalties for Various Offenses (AR 690-600) shall be used by the Employer as a guide for administering appropriate forms of disciplinary action.
- F. Employees against whom a disciplinary action is proposed have the right to be represented by a Union representative or other representative of the Employee’s own choosing.
- G. Notices of proposed suspension actions are not grievable. However, once formal discipline has been administered, or the Employee has been issued a

letter of decision of a formal disciplinary action, the Employee may then exercise appropriate grievance rights.

- H. The Employee's signature or initial on a disciplinary type record does not mean the Employee agrees with the contents, only that the Employee has seen it.
- I. Written Letter of Warning: The purpose of a written letter of warning is to avoid disciplinary action, but may form a basis of future disciplinary actions. The written letter of warning shall be handled as follows: The written letter of warning shall only be placed in the informal management employee file.
- J. Written Reprimands: The following procedures shall apply for written reprimands:
  - 1. The supervisor shall obtain all available information concerning the alleged misconduct.
  - 2. Prior to the discussion, the Employee shall be advised that disciplinary action is being considered as a result of the Employee's conduct. In the event the Employee requests representation from the Union under Weingarten, the discussion shall cease and the Union shall be provided an opportunity to be represented at the examination.
  - 3. The supervisor shall discuss the incident with the Employee in order to:
    - a. Ensure that all relevant facts are available to both parties;
    - b. Afford the Employee an opportunity to explain the basis of the action(s); and
    - c. Advise the Employee that disciplinary action is under consideration.
  - 4. In the event that an explanation satisfactory to the supervisor is made, the matter shall be closed and the Employee so advised.
  - 5. If a formal written reprimand is issued, the Employee shall be advised in writing of appropriate grievance rights.
  - 6. The expiration date of the formal written reprimand shall not exceed three (3) years. The written reprimand shall specify the period of time it shall be included in the Official Personnel Folder (OPF).
  - 7. The Employee has the right to petition the deciding official in writing for removal of a written reprimand which has been on file for six (6) months or more. In all cases, the written reprimand shall be removed upon expiration of the period specified in the letter of reprimand. The Employer encourages Employees to review their OPF after the expiration date of the written reprimand to ensure that the document has been removed.
- K. Suspension: Any Employee against whom a suspension for fourteen (14) *calendar* days or less is proposed under this Article shall be afforded the following:
  - 1. An advance written notice stating the reason(s) for the proposed action;

2. A ten (10) day period after receipt of the proposed notice to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of the response;
3. The right to be represented by a Union representative or other representative of the Employee's own choosing;
4. The deciding official in a suspension case shall consider the Employee's response before issuing a decision on the proposed notice of suspension.
5. A written decision and the reasons therefore within a reasonable time, normally not to exceed thirty (30) *calendar* days after receipt of the Employee's response; and
6. The identity of the deciding official to whom the Employee is to respond.
7. The notice of decision in a suspension action shall contain the following information:
  - a. The time limitation imposed by the grievance Article of this contract; and
  - b. A reference to the AFGE / ARL-ALC collective bargaining agreement (i.e., this Agreement) for the Employee's grievance rights.
8. Provided that applicable individual and Union rights are not compromised, Employees shall cooperate as fully as possible in an inquiry conducted by the supervisor or other management official and shall provide written witness statements if so requested by such officials. The inquiry shall attempt to bring the issues into sharp focus. The Employee shall normally be afforded an opportunity to explain the Employee's position and state the Employee's version of the incident which may eliminate any necessity for initiating the suspension action.

## **Article 14. Adverse Actions**

- A. Actions covered under this Article are removals, suspensions of over fourteen (14) *calendar* days, reductions in grade or pay, and furloughs of thirty (30) *calendar* days or less as defined in the Civil Service Reform Act (CSRA).
- B. Adverse action against an Employee shall be taken for such cause as shall promote the efficiency of the service.
- C. Any Employee against whom an adverse action is proposed under this Article is afforded the following:
  1. At least thirty (30) *calendar* days advance written notice, unless there is reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed, stating the reasons for the proposed action;
  2. A ten (10) day period after receipt of the proposed notice to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;

3. To be represented by a Union representative or other representative of the Employee's own choosing;
  4. A written decision and the reason(s) therefore at the earliest practicable date; and
  5. The identity of the deciding official to whom the Employee is to respond.
- D. If the final determination is to effect an adverse action, the Employee shall receive written notice which shall include an explanation of the Employee's grievance and appeal rights. An adverse action may be appealed to the Merit System Protection Board at any time after receipt of the written notice of the original decision, but no later than thirty (30) *calendar* days after the effective date of the adverse action, or may be grieved under the negotiated grievance procedures, but not both.
- E. It shall be incumbent on the supervisor initiating or proposing an adverse action to make a reasonable inquiry into an incident or situation to determine and document the facts. Provided that applicable individual and Union rights are not compromised, Employees shall cooperate as fully as possible in the inquiry conducted by the supervisor or other management official and shall provide written witness statements if so requested by such officials. The inquiry shall attempt to bring the issues into sharp focus and the Employee shall normally be afforded an opportunity to explain the Employee's position and state the Employee's version of the incident which may eliminate any necessity for initiating a formal adverse action.
- F. The deciding official under this Article shall consider the Employee's response before issuing a decision on the proposed notice of an adverse action.
- G. Notices of proposed adverse action are not grievable. However, once formal discipline has been administered, or the Employee has been issued a letter of decision of a formal adverse action, the Employee may then exercise appropriate grievance rights, or appeals rights, but not both.
- H. The Employee's signature or initial on a disciplinary type record does not mean the Employee agrees with the contents, only that the Employee has seen it.
- I. The provisions of this Article do not apply to Employees who are serving a probationary or trial period under an initial appointment or who have not completed one (1) year of current continuous employment under other than a temporary appointment limited to one (1) year or less. These persons shall only be issued a formal notice of action, not a proposed notice. This formal notice shall contain the reasons for the action, and shall advise such Employees of any applicable avenues of redress, as well as their right to representation.

## **Article 15. Grievance Procedure**

- A. Purpose: The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.
- B. Scope: A grievance means any issue(s):

1. By any Employee concerning any matter relating to the employment of the Employee;
2. By the Union concerning any matter relating to the employment of the Employee;
3. By any Employee, the Union, or Employer concerning
  - a. the effect, or interpretation, or a claim of breach, of a collective bargaining agreement; or
  - b. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
4. Except that it shall not include the following matters:
  - a. Federal Employment benefits (e.g., Retirement, life insurance, or health insurance);
  - b. A suspension or removal under section 7532 of Title VII (National Security);
  - c. Any examination, certification, or appointment;
  - d. Non-selection for promotion from a group of properly ranked and certified candidates, or failure to receive a non-competitive promotion;
  - e. The classification of any position which does not result in the reduction in grade or pay of an Employee;
  - f. Non-adoption of a suggestion unless due to a violation, misinterpretation, or misapplication of any law, rule, or regulation;
  - g. Non-receipt of an honorary award or discretionary award unless due to a violation, misinterpretation, or misapplication of any law, rule, or regulation;
  - h. Monetary determinations concerning awards, shares, comparability or additional pay allowances, recruitment or relocation bonuses, and retention allowances unless due to a violation, misinterpretation, or misapplication of any law, rule, or regulation;
  - i. The suspension, termination, or removal of a probationary or trial period Employee until such Employee has completed the initial probationary period;
  - j. The suspension, termination, or removal of an Employee on a temporary appointment;
  - k. The downgrading or removal/separation under a RIF action.

C. Exclusive Procedure for the Professional Unit

1. This grievance procedure as described primarily in this Article and in Article 16, Arbitration, shall be the exclusive procedure available to the Union and the Employees for resolving such grievances, except as provided in Article 15 Section D.
2. Only the Union or a representative approved by the Union shall represent Employees under this grievance procedure. If the

Employee chooses to represent himself or herself under this procedure, then the Union shall have the right to be present.

D. Appeal and Grievance Options

1. An aggrieved Employee allegedly affected by discrimination, or affected by a removal or reduction in grade based on unacceptable performance, or adverse action, may at the Employee's option raise the matter under a statutory appellate procedure or this grievance procedure, but not both. The Employee shall be deemed to have exercised the option under this Section only when the Employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under this grievance procedure, whichever event occurs first.
  2. An Employee that chooses to grieve their performance appraisal, or any matter included under Article 15 Section D1, may at the Employee's option raise the matter under the ARL Resolving Employment Disputes Swiftly (REDS) Program or this grievance procedure, but not both. The Union shall be a member of the REDS team for any case involving an Employee.
- E. In the event either party should declare a grievance non-grievable or non-arbitrable and the parties cannot resolve the dispute, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration and provided for in Article 15, Arbitration, of this Agreement and shall be considered a threshold issue in the case.
- F. All time limits in this Article may be extended by mutual agreement of the Parties. Failure on the part of the Employer to answer grievances within the time limits prescribed shall permit the Employee and/or representative (if representation is used) to refer the case to the next step of the procedure. Failure on the part of the Employee (or representative, if used) to pursue or respond within the stated time limits shall constitute a withdrawal of the grievance. The grievant or the grievant's representative may withdraw the grievance at any time, and such shall constitute the termination of the grievance.
- G. Nothing in this Article shall be construed to preclude an Employee from discussing personal concerns with the supervisor prior to filling a grievance. However, such informal discussion shall not serve to alter or extend specific time limits should the Employee decide to formally present a grievance under the procedures in Step 1 of Article 15 Section I or Article 15 Section J.
- H. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every effort shall be made by management and the aggrieved party(ies) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an Employee's good standing, performance, loyalty or desirability to the organization. Furthermore, the filing of a grievance shall not

be construed as reflecting unfavorably on the quality of supervision or on the general management of the organization. Employees should follow the procedure in Article 3 Section D5, Employee Rights, if they wish to contact the Union regarding an alleged grievance.

- I. Disciplinary/Adverse Action Grievance Procedures.
  1. Step 1. Within fifteen (15) *calendar* days of a final notice of decision, any complaint which involves a disciplinary/adverse action or a removal or reduction in grade based on unacceptable performance, shall be submitted in writing by the concerned Employee or the representative (if representation is used) to the Director or the Director's designee. The Employer shall have fifteen (15) *calendar* days in which to answer the complaint in writing.
  2. Step 2. If the matter is not resolved to the satisfaction of the Employee at Step 1, the Union may invoke arbitration in accordance with the time limits specified in Article 16 Section A, Arbitration.
- J. Employee Grievance Procedure for all matters not covered by Article 15 Section I.
  1. Step 1. Any Employee grievance, except as provided for in Article 15 Section I, shall first be taken up orally by the concerned Employee or representative with the appropriate Employer representative in an attempt to settle the matter. Grievances must be presented within fifteen (15) *calendar* days from the date the Employee or Union first became aware of the most recent incident leading to the grievance. It shall be clearly indicated that the complaint is being presented as a formal grievance.
  2. Step 2. If the matter is not resolved to the satisfaction of the party(ies) involved following the initial discussion, the representative if one has been designated or the Employee if a representative has not been designated may, within ten (10) days, submit the matter in writing to the next supervisor in the chain of command. This supervisor shall meet with the representative if one has been designated or the Employee if a representative has not been designated within five (5) days after receipt of the written grievance. The supervisor shall give the representative if one has been designated or the Employee if a representative has not been designated his written answer within fifteen (15) days after the meeting.
  3. Step 3. If the grievance is not settled at Step 2, the representative if one has been designated or the Employee if a representative has not been designated may, within ten (10) days, forward the grievance to the Director or the Director's designee for further consideration. The Director (or designee) shall review the grievance, consult with the representative if one has been designated or the Employee if a representative has not been designated and render a written answer within fifteen (15) days after receipt of the grievance.

4. Step 4. If the grievance is not resolved to the satisfaction of the Parties involved at Step 3, the Union may, at its discretion, refer the matter to arbitration.
- K. Grievances which impact more than one (1) Employee where there is no common supervisor below the Director level, may be submitted in writing by the Union directly to the Director or the Director's designee. The Director (or designee) and the Union or his designee shall meet within fifteen (15) days after receipt of the grievance to discuss the grievance. The Director (or designee) shall give the Union a written answer within fifteen (15) days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein shall preclude either Party from attempting to settle such grievances informally at the appropriate level.
  - L. When a grievance decision is formally accepted or the grievance is terminated by the grievant or the grievant's representative at any step, it shall be considered to be settled in its entirety, and no further action shall be taken regarding the grievance. If an Employee's employment with ARL at ALC ceases, then the grievance is automatically terminated.

## **Article 16. Arbitration**

- A. If the Employer and the Union are unable to settle any grievance processed under the negotiated grievance procedure, Article 15, such grievance, upon written request by either the Employer or the Union within thirty (30) *calendar* days after issuance of the final decision, shall be submitted to arbitration.
- B. Within fifteen (15) days from the date of the request for arbitration, the Party invoking arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall meet within five (5) days after receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union shall each strike one (1) arbitrator's name from the list of seven (7) and shall then repeat this procedure until one (1) person remains who shall be the duly selected arbitrator. The Parties shall draw lots to determine which Party shall strike the first name.
- C. If either Party refuses to participate in the selection of an arbitrator, or upon inaction or undue delay on the part of one (1) of the Parties, then other Party may make the selection.
- D. If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be considered.
- E. The arbitrator's award shall be binding upon the Union, Employer, Grievant, and Employees. It is recognized and agreed that an arbitration award is appealable only under the provisions of applicable law, rule, or regulation.
- F. The arbitrator's fee and the expense of arbitration shall be borne 50% by the Employer and 50% by the Union.
- G. Mini-arbitration

1. Definition: A binding arbitration with a third party arbitrator that results in a non-precedent setting decision that is not reviewable.
  2. Goal: To provide a swift and economical method for the resolution of disputes.
  3. Process:
    - a. Normally less than a full day.
    - b. No briefs shall be filed or transcripts made.
    - c. No formal rules of evidence.
    - d. Hearings shall be informal.
    - e. Limit of two (2) witnesses per Party.
    - f. All parties shall take positive action to see that the goal is fulfilled and the arbitrator shall have authority to take steps necessary to see that the goal is fulfilled.
    - g. The arbitrator may issue a bench decision at the hearing but, in any event, the arbitrator shall render the decision within forty-eight (48) hours after conclusion of the hearing. This decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the decision.
  4. Adverse actions including those that are performance-based may not be addressed under mini-arbitrations.
  5. Mini-arbitration shall only be invoked upon the mutual agreement of the Union and the Employer.
- H. When the arbitrator has been selected in accordance with this Article, the Party withdrawing from arbitration prior to the arbitration hearing, shall pay the full cost of any cancellation fee charged by the arbitrator.
- I. The arbitration hearing shall be held at the ARL-ALC, during the regular shift hours of the normal basic work week. Employees serving as witnesses shall be in a duty status. The grievant at the arbitration shall be in a duty status. The grievant shall be permitted a reasonable amount of time for preparation for the hearing.
- J. Should the arbitrator decide that recording and/or transcription is necessary, or should the Employer and the Union so decide jointly, all resulting recording and/or transcription costs shall be equally shared by both Parties. In the absence of such a joint decision, either the Employer or the Union may decide to have the arbitration hearing recorded and/or transcribed. If so, all transcription and/or recording costs shall be paid by the party that made the request. If either the Union or the Employer disclaims interest in the transcript, but later receives and uses a copy for its prosecution of that grievance, the total cost for the transcript and/or recording, shall be equally shared between the Union and the Employer.
- K. Any misunderstanding over the application of an arbitrator's award shall be returned to the arbitrator for clarification.
- L. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the Parties may mutually

agree otherwise in instances such as highly complex cases that would involve several days of hearing.

- M. If no exception to an arbitrator's award is filed, action shall be taken to implement the award in a timely fashion.

## **Article 17. Health & Safety**

- A. The Employer shall furnish to Employees places and conditions of employment that are clean, healthy, safe, free from offensive building-related odors and free from known hazards that are causing or are likely to cause significant physical or emotional harm or death. The Parties recognize the inherent hazards associated with certain jobs at ARL-ALC.
- B. The Employer shall provide first aid treatment of injury and/or illness, or obtain first aid assistance that becomes necessary during working hours.
- C. Employees have the responsibility for reporting to their immediate supervisors all accidents or injuries sustained. All reportable accidents shall be processed through applicable procedures in accordance with Agency regulations.
- D. An Employee may, without fear of reprisal or disciplinary action, decline to perform the Employee's assigned duties because of a reasonable belief that, under the circumstances, the imminent task poses a substantial risk of death or serious physical harm, coupled with a reasonable belief that there is insufficient time to seek effective relief through normal hazard reporting and abatement procedures.
- E. A representative of the bargaining unit shall be appointed to the Employer's Safety Committee. The term of this member shall normally be one (1) year. Whenever this seat is vacant, a replacement shall be appointed by the Employer, from a list of two (2) or more Employees nominated by the Union.
- F. Employees are expected to use safety equipment, personal protective equipment, and other devices and procedures provided or directed by the Employer. The Employer shall provide appropriate safety equipment and training.
- G. Each Employee is expected to comply with the standards, rules, regulations, and operating procedures issued by the Employer concerning occupational safety and health.
- H. The Employer shall ensure that Employees are not subjected to discriminatory actions or reprisals resulting from exercising safety and health rights in accordance with this Article and applicable regulations.
- I. The Employer shall:
  - 1. Conduct periodic health and safety inspections at ARL-ALC. Such inspections shall be conducted by appropriate personnel.
  - 2. Investigate an Employee's report of an unsafe or unhealthy working condition, and document as soon as possible, but not to exceed ten (10) days. Employee reports of imminent danger shall be investigated immediately. A report of an alleged unsafe or unhealthy working condition may be signed or unsigned. Employees who request anonymity shall not be identified to anyone other than an individual with a need-to-know.

3. Notify the Union and afford it an opportunity to be present during an inspection of a workplace when the Union files the report of an unsafe or unhealthy working condition at that workplace.
- J. When an on-the-job injury occurs, the affected Employee shall be advised of entitlements and benefits under the Federal Employee's Compensation Act by the Employer and shall be assisted in completing necessary forms. Injury compensation benefits should not be abused.
- K. The Employer shall make every effort to have all equipment, including furniture and vehicles, functional and in good condition. In the event the equipment, including furniture and vehicles, is not functional or in good condition, the Employee should report the problem as soon as possible to the immediate supervisor.
- L. The Employer shall pay hazard pay differential to Employees who are assigned to and perform hazardous duty and duties involving physical hardship as specified by appropriate regulations.

## **Article 18. Equal Employment Opportunity**

### **A. EEO**

1. Employment practices shall adhere fully to the letter and spirit of federal government policy, laws and regulations guaranteeing equal employment opportunity to all persons. The Employer and the Union shall cooperate to provide equal opportunity for all persons; to prohibit discrimination because of age, race, color, religion, sex, national origin, mental/physical impairment or reprisal (e.g., for prior EEO activity); and to promote the full realization of equal employment opportunity through a continuing affirmative action program. Every form of prejudice or discrimination from personnel policies and practices and working conditions shall not be tolerated.
2. New and amended EEO policies, procedures and plans, including Affirmative Employment Program (AEP) Plan and Alternative Dispute Resolution (ADR) Programs, are subject to the regular Impact and Implementation (I&I) bargaining process. The AEP Plan shall be reviewed by the Union within three (3) days.
3. The Employer shall post the locations, phone numbers, and pictures of EEO counselors and officials.
4. When new EEO Counselors are solicited from among ARL Employees, the Union shall be asked to nominate Employees to serve as an EEO Counselor. The Director shall consider those nominations along with nominations obtained from other sources, and shall appoint an EEO Counselor. The criteria for selecting EEO Counselors shall be in accordance with DA policy and regulations.
5. Anyone selected for appointment as an EEO Counselor shall be precluded from serving as an Employee representative in the same discrimination complaint or grievance case and shall be so advised prior to appointment.

6. An EEO Counselor is an impartial and neutral party serving neither the Employer nor the Employee. The counselor attempts to establish meaningful communications and, when possible, secures an informal resolution of the issue. In no situation may an EEO Counselor represent or appear to represent the Employee or the Union.
7. In recognition of the Union's role as the exclusive representative of Employees, and of the rights and obligations conferred upon the Union by law, the Employer agrees to the following:
  - a. EEO Counselors shall inform Employees of the right to be represented by anyone of their choice, including Union officials.
  - b. The Union shall be notified and given the opportunity for appropriate involvement if a disposition proposed as a result of the adjustment process includes corrective action which has substantial impact on other Employees.
  - c. The Union shall be given opportunity to be present at formal discussions and investigatory examinations of Employees, even though the subject matter concerns an EEO matter and the meeting is part of processing an EEO Complaint.
  - d. The Union shall be given reasonable notice of proposed EEO remedial or corrective actions which have a substantial impact upon general working conditions of Employees.

## ***B. Sexual Harassment***

1. The Employer and the Union shall promote a work environment that is free of sexual harassment. Sexual harassment is defined in law and regulation as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature which is made a term or condition of a person's job, is used as a basis for employment decisions affecting that person, creates a hostile or abusive environment, or interferes with the Employee's performance.
2. Incidents of sexual harassment should be reported to the appropriate supervisor, the Equal Employment Opportunity Office, or by calling the Sexual Harassment Hotline at (301) 394-3122.

## **Article 19. Employee Assistance Program**

- A. The Union and the Employer jointly recognize that alcoholism, drug addiction, and emotional/behavioral problems are treatable illnesses. These illnesses may cause poor attendance, declining job performance, and conduct disorders. They may also have an adverse impact on co-workers. The Union shall work with the Employer in support of the Employer's Employee Assistance Program (EAP), and consult on Employee illness resulting from alcohol and drug abuse, and emotional/behavioral problems. The EAP is a voluntary program that is designed to alleviate these problems.

- B. Employees and their family members shall be afforded the opportunity for enrollment in the EAP. The goal for enrollment and subsequent treatment/rehabilitation, as required, shall be to restore the enrolled Employee to effective and reliable duty performance, and to alleviate the suffering of any enrolled family member.
- C. Enrollment in the EAP shall offer the enrollee screening and diagnostic interviews, counseling/psychotherapy, referral and follow-up. Referral shall be to an appropriate community treatment/rehabilitation program. All in-house services shall be without charge to the Employee or family member. Community referrals shall be made so as to limit the cost to the Employee or family member as much as possible consistent with the Employees health insurance coverage.
- D. Sick leave shall be granted to Employees who are enrolled in the EAP and subsequently referred for treatment/rehabilitation in the community. This shall be done on the same basis as Employees who are suffering from other illnesses. Excused absence shall be granted to Employees who are enrolled in the EAP for the purpose of attending on site meetings or appointments with EAP counselors. If the Employee's supervisor has reason to believe that the Employee is abusing the use of excused absence for treatment purposes, the supervisor shall request a meeting with the Employee and the Union to discuss means of alleviating the abuse.
- E. The supervisor shall encourage Employees who feel that they are suffering from emotional/behavioral problems, alcoholism, or drug addiction to voluntarily seek information and/or counseling from the Employer's EAP. Early identification of the problem shall enhance the opportunity for a full recovery.
- F. When a supervisor observes that an Employee's job performance is significantly deteriorating, the supervisor shall discuss corrective action with the Employee. If the Employee is subsequently unable to correct the job performance, the supervisor shall offer the Employee the services of the EAP, and provide instruction about how to obtain them.
- G. All information that is exchanged between the referred Employee and the EAP staff is held in the strictest confidence, including the fact of enrollment. For Employees who are referred by their supervisor, the supervisor may be informed as to whether or not the Employee kept the appointment, but unless the Employee gives the EAP staff permission in writing, nothing further may be disclosed. Any records created as a result of an Employee's enrollment are maintained under double lock protection in a classified document container, in a room that is alarmed and motion detection protected. Only the EAP staff has access to these records. These records are maintained in an active state for one (1) year after the enrollment period (normally one (1) year or less), then maintained in an inactive status for one (1) year, and then destroyed by shredding in the same manner as classified waste. At no time are these records co-mingled with personnel records.

## **Article 20. Parking**

- A. Parking spaces at the ARL-ALC shall be available for all Employees during duty hours on a first-come-first-serve basis, at no cost.
- B. Reserved Parking
  - 1. Physically Handicapped Employees
    - a. The Employer shall provide reserved parking for Employees determined to be physically handicapped (temporarily or permanently), upon written request, with valid medical certificate, by the concerned Employee to the Employer.
    - b. A space shall be assigned by the ARL-ALC Parking Official according to the restrictions and limitations of the person who is handicapped, as prescribed by the attending medical authority and verified by the ARL-ALC medical staff.
    - c. A temporarily handicapped Employee is defined as an Employee with a temporary handicap (e.g., broken leg, recovery from recent surgery, etc.).
  - 2. Van Pools and Car Pools
    - a. An Employee van or car pool is a van or car pool having at least one (1) Employee and at least one (1) other person as regular members.
    - b. Established Employee Van and Car Pools shall be assigned reserved parking spaces as available, in accordance with applicable rules and regulations as implemented by ARL policies and procedures.
    - c. Employees requesting such priority parking must submit an ARL approved reserved parking assignment form(s).
  - 3. Employees who have been assigned reserved parking spaces are responsible for:
    - a. Reporting to the ARL-ALC Parking Official any non-temporary changes in their handicapped status, normally within five (5) days of such change.
    - b. Displaying reserved parking space identifiers if required (copies not permitted) inside the vehicle on the rear-view mirror or on the driver's side of the dash board when parked on the installation. Each member of the van or car pool shall receive a space identifier.
    - c. Promptly reporting lost, destroyed, or stolen original parking space identifiers to the ARL-ALC Security Force office so a new identifier can be issued.
- C. All Employees driving onto the installation are responsible for:
  - 1. Obeying all traffic laws and regulations on ARL property.
  - 2. Registering privately-owned vehicles and appropriately displaying valid permanent or temporary registration decals on their vehicles, in accordance with ARL policies.
  - 3. Not parking in a reserved parking space of another Employee/employee or in a visitor's space.

- D. Employees are expected to comply with all traffic laws governing operation of both private and Government vehicles on Government property. Moreover, Employees are required to comply with traffic laws when driving a Government vehicle or Government rented vehicle off and on the installation.
- E. The Employer is responsible for:
  - 1. Taking appropriate action when a complaint is received that a person(s) is illegally parked in a reserved parking space (e.g., ticketing and/or towing illegally parked vehicles.)
  - 2. Informing visitors that they are not authorized to park in non-visitor reserved parking spaces.
  - 3. Ensuring that all reserved and visitor spaces are properly marked
  - 4. Ensuring that Government and military vehicles are not parked in handicapped spaces.
- F. The Unit Vice President shall be provided a reserved parking space in the parking lot, nearest the Unit Vice President' work site, designated for privately owned vehicles. The space shall be marked to indicate that it is for "AFGE Local 2".

## **Article 21. Awards (Unrelated to the PDP)**

- A. Awards shall continue to be given for special acts and other categories as they occur. Awards may include, but are not limited to:
  - 1. Army Ideas for Excellence Program
  - 2. On-the-Spot Award
  - 3. Honorary Award
  - 4. Special Act Award
  - 5. Patents
  - 6. Time-off Award
- B. Employees are encouraged to propose new and innovative ways to better accomplish the mission of the Employer.

## **Article 22. Working / Environmental Conditions**

### ***A. Security***

All DA personnel, regardless of rank, grade, title or position, have a personal, individual, and official responsibility to safeguard information related to national security and the protection of government property. This responsibility cannot be waived, negotiated, or delegated.

### ***B. Environmental Conditions and Energy Conservation***

The Employer recognizes that comfortable temperatures and humidity within ARL-ALC buildings enhances Employee morale and productivity. Accordingly, the Employer shall strive to maintain comfortable temperatures in ARL-ALC buildings in accordance with applicable Executive Orders, rules or regulations. There is a tremendous

expense involved in heating, lighting, cooling ARL-ALC buildings; therefore, the Union encourages all Employees to conserve energy and prevent waste.

### **C. Miscellaneous**

1. Both the supervisor and Employees have the responsibility to abide by all governing rules and regulations; and to create and promote conditions conducive to high morale. The supervisor has a responsibility to keep Employees as fully informed as possible of governing rules, regulations, and changes thereto. The Union shall be informed of any substantive change in conditions of employment proposed by the Employer at the earliest possible date.
2. The Employer shall consider the Union's views and recommendations before taking final action on any matter with respect to which the Union's views or recommendations are presented.
3. As part of the Entrance on Duty (EOD) process for new Employees, the Employer shall:
  - a. Furnish the Employee with, and bring to their attention, a written description of the relationship between the Employer and the Union, which shall be mutually agreed upon between the Employer and the Union.
  - b. Furnish the Union the name of the new Employees and their office symbol.
4. The Employer shall furnish a listing of all Employees upon request, but not more than four (4) times per year.
5. The Employer shall provide an email account to the Union at no cost. The Union shall be allowed to use email to distribute correspondence to Employees.
6. Union representatives are entitled to reasonable privacy when conducting authorized discussions, or preparation of a grievance or an appeal, with Employees.
7. The Employer shall provide the Union with a private, locked office with normal office furniture and equipment to include:
  - a. desk,
  - b. chair,
  - c. phone,
  - d. voice mail,
  - e. locked file cabinet,
  - f. fax machine, copier, printer (or all-in-one)
  - g. computer with office software, and
  - h. a mail box in the central mailroom.
8. The ARL phone and address books shall contain the location, email address and telephone number of the AFIGE Local 2 Unit Office.
9. The Union may place short articles (not to exceed 75 words) in the "ALC Dispatch" for announcement. Proposed announcements shall

be submitted through DCSPER-LR, and shall not libelously reflect on the integrity on any individual(s) of Government Agency(ies), or activity(ies) of the Federal Government.

10. Those persons who are not in the bargaining unit may join the Union and pay Union dues to receive some benefits such as insurance. However, membership in the Union does not constitute membership in the bargaining unit. Union membership does not automatically allow participation in the internal activities of the Union.
11. The Union encourages all Employees to make positive efforts to eliminate waste, conserve materials and supplies, improve safety practices, combat tardiness, absenteeism, carelessness, and practices which restrict production and hamper efficiency. The Employer shall eliminate waste, conserve materials and supplies, improve safety practices, and practices which restrict production and hamper efficiency.
12. The Union shall be notified ten (10) days prior to distribution of Employer questionnaires and surveys to Employees. Completion of these questionnaires by Employees shall not be required on other than regular duty time.

## **Article 23. Official Time**

### ***A. Union Participation***

All Union participation under this Agreement shall be in a duty status.  
All Union representational responsibilities shall be in a duty status.

### ***B. Committees***

On the following committees at ARL which have Employee representatives, the Union may nominate at least one (1) member who shall be appointed to said committee:

1. DAB
2. SOHAC
3. NAFIC
4. Other committees pertaining to Employee working conditions.

### ***C. Representational Duties***

1. Union officials, when members of the bargaining unit, shall be allowed reasonable amounts of official time by the Employer for fulfillment of the Union's obligations under this Agreement. Should a supervisor believe that the supervisor's Employee is using excessive amounts of official time and that this is interfering with the Employee's official duties, the Union official and the supervisor shall review the issue and attempt to resolve it at the lowest possible level. If the issue is not resolved within ten (10) days, it shall be referred to higher levels in the Union and to the DCSPER-LR for

resolution. Official time utilized by Union officials shall be for the purpose of, but not limited to the following:

- a. Review of and response to correspondence from the Employer such as new or revised regulations, instructions, notices, etc., that affect personnel policies, practices, and matters affecting working conditions that impact the bargaining unit.
  - b. Impact and implementation bargaining.
  - c. Consulting with supervisors and other appropriate Employer representatives on conditions of employment.
  - d. Participation in committee meetings as designated Union representative.
  - e. Assisting an Employee in dealing with issues, and if necessary accompanying them to a meeting with the Employee's supervisor, in an effort to constructively resolve issues so as to avoid the grievance process.
  - f. Assisting an Employee in assembling and preparing information for a grievance, and representing an Employee in presenting a grievance to the Employer.
  - g. Contract negotiations.
  - h. Third-party interactions such as FMCS, FSIP, arbitration, and FLRA.
2. Union officials shall be authorized official time during working hours as may be necessary, without loss of pay or benefits, to permit them to properly and expeditiously carry out their appropriate representational duties. Union officials, who are not employed within the bargaining unit, shall be required to utilize accrued Annual Leave, Compensatory Time, or Leave Without Pay to carry out their appropriate representational duties during working hours.

#### ***D. Union Sponsored Training***

1. If in a duty status, Union officials may be granted official time to attend Union sponsored training sessions when such training would be mutually beneficial to both the Union and the Employer. Official time for this purpose is not to exceed three hundred sixty (360) hours for the initial three (3) years and if this Agreement is renewed annually not to exceed one hundred twenty (120) hours per year for all Union officials. Union officials, that are not employed within the bargaining unit, shall be required to utilize Annual Leave or Leave Without Pay to attend Union sponsored training.
2. A request for official time off to attend Union sponsored training sessions shall be submitted in writing by the Union to the DCSPER-LR, through the Employee's supervisor. The request shall be submitted at least ten (10) days in advance of the training, to allow adequate time for a decision. At a minimum, the request shall contain the following:
  - a. Name(s) of the Employee(s)/Union Official(s) involved;

- b. Official Union title;
- c. Statement of the course contents;
- d. A copy of the agenda of the training session;
- e. Number of hours requested;
- f. Dates for which each Employee is to attend the training.

### ***E. Internal Union Business***

Internal Union business, such as solicitation of membership; campaigning for Union offices; dues collection; distribution and posting of literature concerning internal Union business; and attendance at Union meetings, shall be conducted only during the Employee's own time and not during duty or official time; nor shall such activities interfere with the Employer's mission.

## **Article 24. Payroll Deduction**

- A. The Employer and the Union hereby agree on their respective responsibilities and the procedures, conditions, and requirements for withholding and remitting Union dues of Employees at ARL-ALC who voluntarily authorize allotments from their pay for this purpose.
- B. Any Employee may authorize an allotment of pay for the payment of Union dues by voluntarily completing a request (SF 1187).
- C. The Union shall deliver the completed request to the DCSPER-LR.
- D. The Employer shall process and transmit to the appropriate Defense Finance and Accounting Service (DFAS) Office within two (2) full pay periods the Union membership applications (Form 1187) following receipt from the Union.
- E. Authorizations for allotments received by the DFAS Customer Service Representative shall continue in effect until the allotment is terminated. At the Union's request, the Employer shall assist in resolving problems related to the timely processing of allotments for Union dues and the timely remittance of dues withheld.
- F. The DFAS Customer Service Representative shall terminate an allotment when:
  - 1. The Union loses the required recognition under any of the conditions specified by law.
  - 2. An Employee voluntarily revokes his allotment for the payment of dues. Employees must be members for at least one (1) year. Such revocation shall not be effective until the first full pay period during September or at any other time approved by the Union.

## **Article 25. Use of Official Facilities**

- A. The Employer, upon advance request to the DCSPER-LR and approval by the Employer, shall make available the cafeteria, auditorium, or a conference room, on a non-interference basis, for Union meetings during non-duty hours

- of the Employees. The Union shall comply with all security and housekeeping rules in effect for that place and time.
- B. The Union shall have, for its exclusive use, a 3 ft x 5 ft locking bulletin board located outside the cafeteria entrance. The Employer shall provide the Union, for its exclusive use, a literature rack, located near the bulletin board. The Employer shall provide the Union a link from ARLinside to a web page provided by the Union.
1. The bulletin board is to be used for the display of Union literature, correspondence, notices, and other matters concerning the relationship between the Employees and the Employer. The names, work locations, and telephone extensions of the designated Union representatives may also be displayed. An information copy of each piece of material posted shall be provided to DCSPER-LR at the time of posting or notification to DCSPER-LR of a new posting shall be given.
  2. Literature posted or distributed by the Union shall not libelously reflect on the integrity of any individual(s) of Government agency(ies), or activity(ies) of the Federal Government.
  3. All material shall be posted or removed only by the Union.
- C. Booklet copies of the Agreement, plus supplemental amendments, etc., shall be printed in 12 point Times New Roman type on 8.5 by 11 inches bond paper. Thirty (30) paper copies and one (1) electronic version in Microsoft Word of the Agreement shall be provided to the Union by the Employer. All costs of printing this Agreement and supplemental amendments, if any, shall be borne by the Employer. The Agreement shall be posted on ARLinside for viewing and/or downloading. A link from the ARLinside to the Agreement shall exist. Searches on ARLinside containing key words “Union”, “AFGE”, “Agreement”, or “Contract” shall display a search result that includes this Agreement.
- D. The Union shall be allowed to use the in-house mail facilities. Such mail shall be delivered by the Union to the central mail facility for distribution. The Union shall be allowed to combine more than one (1) Employee's correspondence in one (1) envelope, if all combined correspondence is to one (1) branch, and if each Employee's correspondence is individually addressed or labeled within the envelope. The Union shall not use franked envelopes for Union or personal mail.

## **Article 26. Labor – Management Meetings**

### ***A. Labor – Management Meetings***

The Employer and the Union shall hold monthly (or more or less frequently as mutually agreed) meetings between the ARL Director (or designee), the Local President (or designee) and the Unit Vice-President (or designee).

## **B. Informal Meetings**

1. Informal Meetings shall be face-to-face between the DCSPER-LR, and the Unit Vice-President or designee to work together in an attempt to reach mutual agreement on issues. Informal Meetings are not negotiation. Nothing in this Article shall be construed to limit the right of both parties to engage in negotiations and collective bargaining on appropriate matters.
2. It is agreed and understood that matters appropriate for discussion between the parties shall include personnel policies and practices affecting conditions of employment on such matters as labor-management cooperation; reduction-in-force; methods of adjusting grievances and Employee services.

## **Article 27. Effective Date, Duration and Changes**

- A. This Agreement shall remain in full force and effect for three (3) years from a date which is thirty (30) days from the date of approval.
- B. Contract Renewal
  1. Either party may give written notice to the other, not more than one hundred five (105), nor less than sixty (60), days prior to the three (3) years expiration date, for the purpose of renegotiating, amending, or updating this Agreement. If neither Party serves such notice, this Agreement shall be automatically renewed for one (1) year periods, each year on the anniversary date. In the event a notice of intent is given, the Parties shall commence negotiations within a reasonable time.
  2. If contract negotiations have not been concluded after one hundred eighty (180) days from the start of such negotiations, either Party may call for marathon negotiations (not to exceed ten (10) hours per day). Such negotiations shall commence the next day and continue thereafter on regular work days until negotiations are completed.
- C. This Agreement, except for its duration period as specified in Article 27 Section A, is subject to opening only as follows:
  1. Amendment(s) may be required because of changes made in applicable laws or regulations promulgated by higher authority after the effective date of this Agreement. In such event, the Parties shall meet for the purpose of negotiating new language that shall meet the requirements of such laws or regulations.
  2. If either the Union or the Employer desires to negotiate a specific Article(s), the initiating party shall notify the other party in writing. The other party shall notify the initiating party within ten (10) days from receipt of notification, of their decision to agree or not to agree to negotiate the proposed Article(s). If there is mutual agreement to negotiate, negotiations shall commence at a mutually agreed upon time and place no later than twenty (20) days from the date of agreement to negotiate.

## Acronyms

ADR	Alternative Dispute Resolution
AEP	Affirmative Employment Program
AFGE	American Federation of Government Employees
ALC	Adelphi Laboratory Center
AR	Army Regulation
ARL	Army Research Laboratory
AWOL	Absent Without Leave
AWS	Alternative Work Schedule
CA	Commercial Activity
COE	Conditions of Employment
Comp	Compensatory Time
CPAC	Civilian Personnel Advisory Center
CSRA	Civil Service Reform Act
CWS	Compressed Work Schedule
DA	Department of Army
DFAS	Defense Finance Accounting Service
DOD	Department of Defense
EAP	Employee Assistance Program
EEO	Equal Employment Opportunity
EOD	Entrance on Duty
FLRA	Federal Labor Relations Authority
FMCS	Federal Mediation and Conciliation Service
FMLA	Family Medical Leave Act
FSIP	Federal Service Impasses Panel
I&I	Impact and Implementation
LWOP	Leave Without Pay
MSPB	Merit System Protection Board
OPF	Official Personnel Folder
OPM	Office of Personnel and Management
PDP	Personnel Demonstration Project
PPF	Pay for Performance
POSH	Prevention of Sexual Harassment
RDO	Regular Day Off
REDS	Resolving Employment Disputes Swiftly
RIF	Reduction in Force
SOW	Statement of Work
TOD	Tour of Duty
TOF	Transfer of Function
ULP	Unfair Labor Practice
USC	United States Code

## Glossary

**ARBITRATION.** See arbitrator.

**ARBITRATOR.** An impartial third party to whom the parties to an agreement refer their disputes for resolution. Most commonly labor arbitrators perform grievance arbitration—i.e., they interpret and apply the terms of the agreement (including established practices)—and, in the Federal sector, laws and regulations bearing on conditions of employment. But they are also occasionally asked to perform interest arbitration—i.e., they resolve bargaining impasses by dictating the terms of the agreement.

**CONDITIONS OF EMPLOYMENT (COE).** Under § 7103(a)(14), COE “means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise [e.g., by custom or practice], affecting working conditions, except that such term does not include policies, practices, and matters—(A) relating to political activities prohibited under subchapter III of chapter 73 of this title; (B) relating to the classification of any positions; or (C) to the extent such matters are *specifically provided for by Federal statute*[.]”

**CONTRACTING OUT.** A right reserved to management by § 7106(a)(2)(B). It includes the right to determine the criteria governing the exercise of the right. For example, a proposal permitting contracting out only if the agency can demonstrate that contracting out would be “economically efficient, effective to the mission, or in the best interest of the Federal Government” directly interferes with the right to contract out.

**EMPLOYEE.** Under the Federal Service Labor-Management Relations Statute, the term “employee” includes an individual “employed in an agency” or “whose employment in an agency has ceased because of any unfair labor practice,” but does not include supervisors and management officials or anyone who participates in a strike or members of the uniformed services or employees in the Foreign Service or aliens occupying positions outside the U.S. See 5 USC § 7103(a)(2).

**EXCLUSIVE RECOGNITION.** Under the Federal Service Labor-Management Relations Statute, exclusive recognition is normally obtained by a union as a result of receiving a majority of votes cast in a representational election. (Exclusive recognitions obtained under Executive Order 10988, which didn’t require secret-ballot elections, are preserved via a “grandfather” clause.)

The rights a union is accorded as a result of being certified as the exclusive representative of the employees in a bargaining unit include, among other things, the right to *negotiate* bargainable aspects of the conditions of employment of bargaining unit employees, to be afforded an opportunity to be present at *formal discussions*, to free *checkoff* arrangements and, at the request of the employee, to be present at *Weingarten* examinations.

**GOOD FAITH BARGAINING.** Defined by § 7114(b) as the duty to approach negotiations with a sincere resolve to reach a collective bargaining agreement, to be represented by properly authorized representatives who are prepared to discuss and negotiate on an condition of employment, to meet at reasonable times and places as frequently as may be necessary and to avoid unnecessary delays, and, in the case of the agency, to furnish upon request data necessary to negotiation.

**GRIEVANCE.** Under § 7103(a)(9) a grievance “means any complaint—(A) by an employee concerning any matter relating to the employment of the employee; (B) by any labor organization concerning any matter relating to the employment of any employee; or (C) by an employee, labor organization, or agency concerning—(i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment[.]”

**GRIEVANCE ARBITRATION.** See **ARBITRATOR.**

**GRIEVANCE PROCEDURE.** A systematic procedure, devised by the parties to the agreement, by which a grievance moves from one level of authority to the next higher level until it is settled, withdrawn, or referred to arbitration. Under § 7121, a collective bargaining agreement must contain a grievance procedure terminating in final and binding arbitration.

**I&I (IMPACT AND IMPLEMENTATION BARGAINING.** Even where the decision to change conditions of employment (including established practices) of unit employees is protected by management’s § 7106(a) rights or is mandated by discovery that the practice is illegal, there is a duty to notify the union and, upon request, bargain on the § 7106(b)(2) procedures that management will follow in implementing its protected decision as well as on § 7106(b)(3) appropriate arrangements for employees expected to be adversely affected by the decision. Such bargaining is commonly referred to as “impact and implementation,” or “I&I” bargaining, which is the commonest variety of midterm bargaining.

**MANAGEMENT OFFICIAL.** Under § 7103(a)(11), an individual who formulates, determines, or influences the policies of the agency. Under § 7112(b)(1), such individuals are to be excluded from appropriate units. Because management officials are not “employees” within the meaning of the Federal Service Labor-Management Relations Statute (FSLMRS) (§ 7103(a)(2)(iii)), they do not, among other things, have the FSLMRS-protected right to represent unions. See §§ 7102 and 7120(e). In *AFGE Local 2513 v. FLRA*, 834 F.2d 174 (D.C. Cir. 1987), the court said the following about supervisors, which probably would also apply to management officials:

Congress has not prohibited supervisor’s from joining unions. It is inconceivable that supervisor-members’ right to belong to a union includes nothing more than paying dues and participating in various health plans. While Congress expressly prohibited supervisors from assuming policy-making and representative functions within the union, § 7120(e), there is no evidence that Congress intended to deny supervisors one of the most essential vestiges of union-membership, the right to case a vote in the election of their union’s officials.

**MANAGEMENT RIGHTS.** Refers to types of discretion reserved to management officials by § 7106(a) which, with the important exception of matters falling within § 7106(b), are not subject to collective bargaining. In 34 FLRA No. 55, the Authority said that “[m]anagement rights under section 7106(a) cannot be waived or relinquished through collective bargaining.”

Rights reserved to management under § 7106(a)(1), consist of the rights “to determine the mission, budget, organization, number of employees, and internal security practices of the agency.

Rights reserved to management under § 7106(a)(2), sometimes referred to as “operational” rights, consist of the rights “(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against 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—(i) among properly ranked and certified candidates for promotion; or (ii) any other appropriate source; and (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.”

**MEDIATION.** Use of a neutral third party without authority to impose a settlement, to assist the parties to reach agreement. Mediation techniques vary. Under § 7119(a), labor mediation services are provided by the Federal Mediation and Conciliation Service (FMCS).

**OFFICIAL TIME.** Official time granted for employees serving as union representatives in connection with labor-management relations activities. Use of official time for the performance of internal union business is prohibited.

**PAST PRACTICE (ESTABLISHED PRACTICE).** Existing practices sanctioned by Management and Union use and acceptance, that are not specifically included in the collective bargaining agreement. Arbitrators use evidence of past practice to interpret ambiguous contract language. In addition, past practices can be enforced under the negotiated grievance procedure because they are considered part of the agreement.

**REPRESENTATIONAL FUNCTIONS.** Activities performed by union representatives on behalf of the employees for whom the union is the exclusive representative regarding their conditions of employment. It includes, among other things, negotiating and policing the terms of the agreement, attending partnership meetings, being present at (1) formal discussions and, upon employee request, (2) *Weingarten* examinations.

**SUPERVISOR.** Under § 7103(a)(10), a supervisor is “an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term ‘supervisor’ includes only those individuals who devote a preponderance of their employment time to exercising such

authority[.]” In 45 FLRA No. 57 the Authority also held that a person exercising independent judgment in preparing performance appraisals is a supervisor.

**UNION.** A labor organization within the meaning of § 7103(a)(4)—i.e., “an organization composed in whole or in part of employees, in which employees participate and pay dues, and which has as a purpose the dealing with an agency concerning grievances and conditions of employment....”

**WEINGARTEN RIGHT.** Under § 7114(a)(2)(B), an employee being examined in an investigation (an investigatory examination or interview) is entitled to union representation if the examination is conducted by a representative of the agency, the employee reasonably believes that the examination may result in disciplinary action, and the employee asks for representation. Such examinations are called *Weingarten* examinations as a result of a private sector case establishing such a right.

**WORKING CONDITIONS.** See **CONDITIONS OF EMPLOYMENT.**