



# Negotiated Agreement

*Between*

Headquarters, United States Army, U.S. Army  
Contracting Command-Rock Island<sub>2</sub> (ACC-RI),  
Rock Island Arsenal, Rock Island, Illinois

*and*

Local 15 American Federation of Government  
Employees

Approved by the Department of Defense on 19 January 2012

## TABLE OF CONTENTS

PREAMBLE	Page 1
ARTICLE 1 RECOGNITION AND UNIT DESIGNATION	Page 2
ARTICLE 2 DEFINITIONS	Page 3-4
ARTICLE 3 PROVISION OF LAW & REGULATIONS	Page 5
ARTICLE 4 RIGHTS OF THE EMPLOYER	Page 6
ARTICLE 5 RIGHTS OF EMPLOYEES	Page 7-8
ARTICLE 6 UNION RIGHTS	Page 9-10
ARTICLE 7 UNION REPRESENTATION	Page 11-14
ARTICLE 8 INFORMATION TO THE UNION	Page 15
ARTICLE 9 MATTERS APPROPRIATE FOR NEGOTIATION	Page 16
ARTICLE 10 PROCEDURES FOR MID-TERM NEGOTIATIONS	Page 17-18
ARTICLE 11 EMPLOYEE GRIEVANCE PROCEDURE	Page 19-23
ARTICLE 12 EMPLOYER AND UNION DISPUTE PROCEDURES	Page 24
ARTICLE 13 ARBITRATION	Page 25-28
ARTICLE 14 DISCIPLINARY ACTIONS	Page 29-31
ARTICLE 15 PERFORMANCE STANDARDS AND APPRAISALS	Page 32-34
ARTICLE 16 REDUCTION IN FORCE	Page 35-36
ARTICLE 17 MERIT PROMOTION	Page 37-42
ARTICLE 18 VOLUNTARY ALLOTMENT OF UNION DUES	Page 43-45
ARTICLE 19 HOURS OF WORK	Page 46-49
ARTICLE 20 OVERTIME	Page 50
ARTICLE 21 LEAVE	Page 51-55

ARTICLE 22 USE OF OFFICIAL FACILITIES AND SERVICES	Page 56
ARTICLE 23 SAFETY AND HEALTH	Page 57-60
ARTICLE 24 CONTRACTING OUT OF WORK	Page 61
ARTICLE 25 TRAVEL	Page 62
ARTICLE 26 TRAINING	Page 63
ARTICLE 27 POSITION DESCRIPTIONS	Page 64
ARTICLE 28 ORIENTATION OF NEW EMPLOYEES	Page 65
ARTICLE 29 PARKING	Page 66
ARTICLE 30 EQUAL EMPLOYMENT OPPORTUNITY	Page 67
ARTICLE 31 EMPLOYEE ASSISTANCE PROGRAM (EAP)	Page 68-69
ARTICLE 32 TELEWORK	Page 70
ARTICLE 33 EMPLOYEE RECORDS	Page 71
ARTICLE 34 CHILD CARE	Page 72
ARTICLE 35 INCENTIVE AWARDS	Page 73
ARTICLE 36 EFFECTIVE DATE AND DURATION OF AGREEMENT	Page 74

## **PREAMBLE**

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

This Agreement is entered into pursuant to the Certificate of Representative dated 25 May 2010, Case Number CH-RP-1—0009, which certified that the American Federation of Government Employees, Local 15, AFL-CIO is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Included: All professional and non-professional employees of the U.S. Army Contracting Command-Rock Island, including temporary employees with appointments of 180 days or more and third-year nonprofessional advanced interns duty-located at ACC-RI, Rock Island, Illinois.

Excluded: Management officials, supervisors, Wage Grade employees, employees with appointments of less than 180 days and employees described in 5 U.S.C. Section § 7112 (b)(2), (3), (4), (6), and (7).

Mutual intent of the agreement is to establish a workplace environment where all personnel of the ACC-RI conduct themselves in a professional manner.

Now, therefore, the Parties hereto, intending to be bound hereby, agree as follows:

**ARTICLE 1**  
**RECOGNITION AND UNIT DESIGNATION**

**Section 1.** The Employer recognizes that the Union is the exclusive representative of all employees in the unit described in Section 2, below.

**Section 2:**

- a. **Included:** All professional and non-professional employees of the ACC-RI including temporary employees with appointments of 180 days or more and third-year non-professional advanced interns duty located at Rock Island, Illinois.
- b. **Excluded:** Management officials, supervisors, Wage Grade employees, employees with appointments of less than 180 days, and employees described in 5 U.S.C. Section § 7112 (b)(2), (3), (4), (6), and (7).

## **ARTICLE 2 DEFINITIONS**

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

**Authority.** The Federal Labor Relations Authority established by 5 U.S.C., Chapter 71.

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

**Conditions of Employment.** Personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions, except that such term does not include policies, practices and matters:

- a. Relating to political activities prohibited under subchapter III of Chapter 73 of Title 5, U.S.C.;
- b. Relating to the classification of any position; or
- c. To the extent that such matters are specifically provided by Federal Statute.

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

**Emergency.** A sudden unexpected happening, unforeseen occurrence or condition, specifically; perplexing contingency or complication of circumstances, a sudden or unexpected occasion for action, exigency or pressing necessity. This definition does not restrict the Agency from determining when an emergency exists.

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

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

**Negotiability Dispute.** A disagreement between the Parties as to the negotiability of an item. Negotiability disputes shall be resolved in accordance with 5 U.S.C. Section § 7117, and FLRA regulations.

**Negotiation.** Bargaining by representatives of the Employer and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices as appropriate under 5 U.S.C., Chapter 71, with the view of arriving at a formal agreement.

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

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

**ARTICLE 3**  
**PROVISIONS OF LAW AND REGULATIONS**

**Section 1.** In the administration of all matters covered by this Agreement, officials of the Employer and employees of the Union's bargaining unit are governed by existing or future laws and Federal Regulations of appropriate authorities, including policies set forth by Presidential Orders and by local published policies and regulations in existence at the time the Agreement was approved unless this Agreement specifically changes a part or all of those local policies and regulation, and by published Agency policies and regulations in existence at the time this Agreement was approved, and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities.

**Section 2.** The Parties will consider relevant case law and decision made by the Federal Courts, the Federal Labor Relations Authority, the Federal Services Impasses Panel, the Office of Special Counsel, Office of Personnel Management, the U.S. Comptroller General, and Arbitrators.

**ARTICLE 4**  
**RIGHTS OF THE EMPLOYER**

**Section 1.** In accordance with law, the Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the Agency. In accordance with applicable laws, the Employer also retains the right:

- a. To hire, assign, direct, lay off and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;
- b. To assign work, to make determination with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
- c. With respect to filling positions, to make selections for appointments from:
  - (1) Among properly ranked and certified candidates for promotion, or
  - (2) Any other appropriate source.
- d. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

**Section 2.** Nothing in this article shall preclude the Employer and the Union from negotiating:

- a. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which management officials of the Employer will observe in exercising any authority under 5 U.S.C. §7106; and
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 U.S.C. §7106 by the Employer.

**ARTICLE 5  
RIGHTS OF EMPLOYEES**

**Section 1.** Each employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by 5 U.S.C., Chapter 71, this includes the right:

- a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and
- b. To engage in collective bargaining with respect to conditions of employment through their representatives.

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

**Section 3.**

- a. Any employee in the bargaining unit has the right to bring employment related matters, of personal concern to the employee, to the attention of appropriate management officials in accordance with the provisions of this Agreement, and the law;
- b. Any employee in the unit has the right to initiate and present grievances under the provision of Article 11 of the Agreement, and to be represented by the Union during and through the course of the negotiated grievance procedure;
- c. Employees in the unit shall be protected in the exercise of this right, freely and without fear of penalty and reprisal; and
- d. The rights of the Union under the provisions of this Agreement shall not be construed to preclude an employee from being represented by an attorney or other representatives, other than the Union, of the employee's own choosing in any grievance or appeal action, except those filed under the negotiated grievance procedure.

**Section 4.**

- a. The employee has the right to be represented by the Union during any examination by a representative of the Employer in connection with an investigation, if:
  - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee, and
  - (2) The employee requests representation.

- b. The Employer shall annually inform employees in writing of their above stated rights; and
- c. An employee called into a criminal investigation shall be afforded their rights in accordance with law (i.e., the right to a representative if appropriate).

**Section 5:**

- a. The Employer affirms the right of an employee to conduct his/her own private life as he or she deems fit. Employees shall not engage in activities which adversely affect their job performance or conflict with the Department of Army Joint Ethics Regulation; and
- b. Employee participation in fund raising campaigns, and similar activities shall be on a strictly voluntary basis. The Parties agree that no overt or covert pressures shall be brought to bear upon employees regarding their contribution or participation.

**Section 6.** Employees will not be discriminated against by the Employer or the Union because of race, color, religion, sex, national origin, age, marital status, physical/mental handicap, lawful political affiliation, membership or non-membership in the Union.

**Section 7.** Counseling and warning sessions involving unit employees will be conducted in a professional manner and in private so as to minimize embarrassment to employees.

## **ARTICLE 6 UNION RIGHTS**

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

**Section 2.** The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer, and one or more employees in the unit, or their representatives concerning any negotiated grievance or any personnel policy or practices, working conditions or other general conditions of employment.

**Section 3.** For the purpose of this Agreement the definition of "formal discussion" referenced in Section 2 above means any formal meeting which is generally scheduled in advance, has a formal agenda or known subject, and, which:

- a. Involves one or more representatives of the Employer;
- b. Involves one or more employees in the bargaining unit, or their representatives; and
- c. Concerns grievances, personnel policies or practices, or other general conditions of employment.

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

- a. Which is normally maintained by the Agency in the regular course of business;
- b. Which is reasonably available and necessary for full and proper discussion, understanding, and is necessary and relevant to a representational matter identified by the Union; and
- c. Which does not constitute advice, guidance, counsel or training provided for Management officials or supervisors.

**Section 5.** As detailed throughout this Agreement, the Union has the right:

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

**Section 6.** Upon written request, and subject to normal security limitations, the Union will be granted authority to conduct two (2) membership drives of up to fifteen (15) calendar days duration (each drive) each year, during non-work time, as well as before and after duty hours.

The Union officials, Union members, and employees of the bargaining unit shall not engage in membership drives and related solicitation activities in work areas on official duty time. Desk drops will take place before or after duty hours, and/or on weekends.

**ARTICLE 7**  
**UNION REPRESENTATION**

**Section 1.** The conduct of representational business, as set forth in the Agreement, shall normally be conducted during duty hours. Every reasonable effort will be made by Management to schedule meetings required by this Agreement within the normal duty hours of the employees and union representatives involved.

**Section 2.** Representational business shall be defined as, including but not limited to, the matters listed below:

- a. Formal discussions between one or more representatives of the employer and one or more employees in the unit or their representatives, concerning any grievance or any personnel policy, practice or other general condition of employment as set forth in Article 6 of this Agreement;
- b. Meetings called by management to advise the union of changes in personnel policies, practices, working conditions or other matters;
- c. Representing employees in grievances, administrative and statutory procedures including but not limited to; investigations of witnesses, appearances at hearings, etc. The Parties understand that efficient mission accomplishment, employee morale and the maintenance of effective working relationships require an environment of open and honest communication between the supervisor and employee. Counseling sessions, whether formal or informal, are simply an extension of that communication. In understanding the true function of a counseling session, the Parties understand that an employee ordinarily would not have a right to union representation except as otherwise identified in the Agreement; (i.e., investigative meetings, formal meetings, and grievances);
- d. Meetings requested by the union to discuss representational matters;
- e. Negotiations, in accordance with Article 9 and contract renewal (not included for deducting representational time); and
- f. Time spent in Labor Management Partnership Activities.

**Section 3.** Activities excluded from use of duty time include, but are not limited to:

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

- d. Performance of administrative functions related to benefits offered by the Union; and
- e. All activities related to organizing non-unit employees.

**Section 4.** An employee, acting as a Union Official or seeking Union assistance, will request supervisory approval prior to leaving the immediate work site. Such request will be made by providing as much advance notification to the approving supervisor as possible. Approval may be deferred when compelling circumstances prevail. Approval will normally not be deferred for more than eight (8) work hours.

- a. Representatives will report representational time through appropriate timekeeping codes;
- b. If a Union Representative is called into a formal meeting by the employer or a union representative is in a formal grievance meeting/hearing, and said meeting/hearing extends beyond the end of the union representative's official duty time, the union representative will not be on official duty time. The meeting may continue, by mutual consent of the Parties, or be rescheduled; and
- c. If a Union Representative, representing bargaining unit employees, is summoned to appear in an administrative hearing (i.e., FLRA, FSIP), the representative will be granted official duty status for that purpose. This applies to local hearings only. The employer will, however, consider requests to attend hearings away from the local commuting area when the union can demonstrate that such approval is in the best interest of the employer.

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

- a. Use of official duty time for representational business shall not exceed:
  - (1) 30 hours per pay period for the Vice-President;
  - (2) 20 hours per pay period for the Chief Steward; or
  - (3) A reasonable amount of time for other stewards, normally not more than 4 hours per week. Time spent in meetings called by management and formal negotiations with management shall not be counted in this determination. Extenuating circumstances may require a need for additional time in assuring that the union will not be restricted in exercising any legitimate representational right provided by statute. When additional time is needed, a written request will be submitted in advance to the CPAC. The CPAC will provide an advisory opinion on the request to the supervisor. The supervisor will approve or disapprove based on a reasonableness determination. The reasons for denial of additional time shall be provided to the Union in writing.
- b. The Union Office may be staffed by the Union Vice-President or Chief Steward during their normal representational time;

- c. Upon request, bargaining unit employees who are selected to serve in the capacity of a Union Representative or officer representing the interest of Federal Employees, which would require absence from the job, may be granted Leave Without Pay by the employer for a period of up to one year; and
- d. Recognizing that an employee's primary responsibility is to the accomplishment of the mission, when an employee who serves as an employee representative in any capacity, and such representational duties unduly interfere with the accomplishment of the employees assigned duties, the employer may deny or defer such time except as otherwise required in this agreement.

**Section 6.** In the event that the use of duty time is interfering with the representative's proper performance of official duties, or requires an unreasonable amount of time away from normal job assignments, the immediate supervisor may deny the use of Official Duty Time. Normally, the parties will meet to discuss the issue prior to the denial of Official Duty Time. The Union will not be restricted in exercising any legitimate right provided by 5 U.S.C. Chapter 71.

**Section 7:**

- a. Designated representatives of the Union, who are not employed at HQ ACC-RI, may be admitted to the bargaining unit, normally upon three days advance written notice to the CPAC for the following purposes:
  - (1) To attend meetings with officials of the Employer;
  - (2) To participate in or attend contract negotiations;
  - (3) To represent employees at arbitration hearings;
  - (4) To distribute literature or to solicit membership on the premises in non-work areas and during the non-work time of the employees involved. (Mutually agreeable locations and times must be arranged between the Employer and Union prior to the distribution or solicitation and in accordance with security regulations);
  - (5) To attend meetings with the officers of the Union; and
  - (6) To perform any other function or activity specifically authorized by the terms and conditions of this Agreement.
- b. Union representatives visiting from the Union's National Office shall report to the Visitor Center to receive visitor passes. The Union shall provide the Employer (CPAC) with written notification, as far in advance as possible, but not normally less than three (3) days in advance. The written notification should include the visitor's name, purpose of visit, expected length of visit, and expected time of arrival and departure. Violations of the terms and conditions of admission to Rock Island Arsenal may result in the denial of further requests for that representative; and

- c. The work of the installation, is in violation of law or regulation, or involves the conduct of any representative prejudicial to good order or discipline of the installation.

**Section 8.** Upon written request and subject to normal security limitations, the Union will be granted authority to conduct two (2) membership drives of up to thirty (30) days duration each year, before and after duty hours. The Union officials, Union members, and employees of the bargaining unit shall not engage in membership drives and related solicitation activities in work areas on official duty time. Desk drops shall take place before or after duty hours, and/or on weekends.

**Section 9.** Representation will occur at the lowest level at which a matter can be resolved between management and union officials having responsibility and authority to act.

**Section 10. Union Management Meetings.** The following policies and procedures shall apply to meetings between the Parties:

- a. **General.** The Employer agrees that meetings shall be held as the need arises and/or subject to the request of either Party between the representatives of the Union and the Employer to discuss personnel policies, practices and other matters affecting working conditions of employees in the bargaining unit. The Union shall be represented by the Vice-President, or his/her designated representative, no more than two (2) other representatives from the bargaining unit and one (1) non bargaining unit employee; and
- b. **Time of Meetings.** Barring unusual or otherwise uncontrollable circumstances, meetings will be conducted during regular working hours.

**Section 11.** Union Sponsored Union Management Training. The Union will be granted up to 200 hours in any 12 month period when it is demonstrated by the Union that the training is of mutual benefit to the Parties. A portion of this training time shall be for the purpose of training stewards and new Union officials. Such training shall occur once each calendar year and all active stewards and officers shall be required to attend, provided mission requirements allow. A written request that includes the agenda for the proposed training session shall be submitted to the Employer at least two (2) weeks in advance.

**Section 12.** The Parties recognize that the CPAC is the normal channel through which inquiries shall be made, or through which appointments will be made for any matter which cannot be resolved through normal supervisor/grievance channels. Such inquiries/requests for meetings shall not be used as a substitute for the grievance procedure, can be made by phone or in writing and shall be responded to by the CPAC.

**ARTICLE 8  
INFORMATION TO THE UNION**

**Section 1.** The Parties agree that in all cases, automation tools which are available to both parties may be used in lieu of hard copy correspondence where appropriate.

**Section 2.** Upon a written request from the union, the Employer will provide the following:

- a. An alphabetical list of employees to include name, position title and grade, and organizational assignment provided quarterly; and
- b. A listing of employment summary statistics to include; numbers of under-represented employees (minorities), physically disabled employees and veterans and comparisons of these statistics with the general population. Currently this report is updated annually by the RIAG EEO Office and is named "State of the Agency". This report will be obtained by ACC-RI Management and provided to the Vice President annually at update.

**Section 3.** Oral requests from the union for information from the employer shall be responded to with oral replies. All union requests for written information shall be signed by the union Vice President or designated representative and the requested material shall be specifically identified. Requests for information may be returned to the Union for clarification. Release of information will be governed by the Freedom of Information Act, Privacy Act and/or Federal Labor Relations Statute.

**Section 4.** The Employer agrees that the Union may have access to regulations normally maintained in the CPAC. The Union will contact the CPAC for access.

**Section 5.** The Employer will furnish the Vice President of the Union the following information:

- a. Fifty (50) copies of the Negotiated Agreement, upon publication and additional copies if required during the contract period; and
- b. A statistical survey of disciplinary actions in the bargaining unit consisting of violations, penalties proposed and adjudication semiannually. When, in unique situations, the statistical report is essential to the processing of a grievance, the Employer will provide an updated copy upon written request from the Union.

**ARTICLE 9**  
**MATTERS APPROPRIATE FOR NEGOTIATION**

**Section 1.** In exercising the right to make rules and regulations related to personnel policy, procedure, practices, and/or matters involving working conditions, the Employer shall give due regard to the suggestions of the Union and abide by the obligations imposed by this Agreement, and 5 U.S.C. Section § 7117.

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

**Section 3.** No side agreements between the Union and individual supervisors, or the Employer and individual stewards shall be made which either expand or limit the provisions of this negotiated agreement. Any agreements must be made and signed by the Parties' respective negotiating committees (i.e. The Parties' Chief Negotiators).

**ARTICLE 10**  
**PROCEDURES FOR MID-TERM NEGOTIATIONS**

**Section 1.** This article establishes procedures for negotiations on matters in accordance with Article 9.

**Section 2.** The Employer will provide the Union with advance written notice of not less than ten (10) workdays prior to the implementation of any regulation, policy or practice impacting the working conditions of bargaining unit personnel to the Union Vice President.

- a. The CPAC will provide the union with a copy of any proposed document(s). The union will initial receipt of the proposal;
- b. The union will review the proposal and respond to the employer in one of the following ways:
  - (1) If the union wishes additional information or an explanation of the proposed document, the union will make a written request to the management representative proposing the change. If, after discussion with the management representative, the proposal is not acceptable, the union may submit a written request for negotiations to the Management Chief Negotiator within ten (10) workdays after the discussion; or
  - (2) If the union does not request additional information or an explanation of the proposal, the union may request negotiations within the ten (10) workday time frame.

**Section 3.** The Employer will, to the maximum extent practicable, provide the Union with advance oral notice of not less than ten (10) workdays of any new or changes to, working conditions which are not formally documented.

- a. The discussion shall be held with the Union Vice President, or his designated representative. At that meeting, the employer will identify its proposed changes for the union. After the discussion, the Parties may determine to meet again in order to provide a clearer understanding of the issues. The Union Vice President may determine to include other union representatives as he determines necessary to the resolution of the issue; or
- b. If there are questions concerning the proposal which cannot be addressed by the management official(s) in attendance, the discussion shall be adjourned. The Union, upon request, will then provide its questions to the Management Chief Negotiator, in writing, to provide management the opportunity to research and respond to the question(s). After being provided with a response to questions, the Union shall have ten (10) workdays to submit a written request for negotiations, if desired.

**Section 4.** If the Union desires to negotiate on the change, the union will provide written notification to Management's Chief Negotiator within ten (10) workdays of the conclusion of the discussion. The union will provide its written proposals for negotiation of the change to the

Management Negotiating Committee within five (5) workdays after notifying the Management Chief Negotiator of its intent to negotiate the issue. Upon receipt of the union's proposals, the Management Chief Negotiator will schedule a meeting of the Negotiating Committees for the purpose of negotiating the issue.

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

**Section 6.** The Negotiating Committees at each negotiating session shall consist of not less than three (3) and not more than four (4) members. A quorum will consist of three (3) members on each team minimum. Negotiations shall normally be conducted during duty hours. Time used for negotiations shall be Official Duty Time in accordance with 5 U.S.C. Section § 7117, as interpreted by the Federal Labor Relations Authority.

**Section 7.** The Parties will formalize their Agreements through memoranda of understanding, or other appropriate documents that will constitute an amendment or supplement to the Agreement and will be binding upon the Parties with the same force and affect as the other provisions of this Agreement.

**Section 8.** If, following good faith negotiations, either Party determines a dispute has developed, that party shall notify the other Party in writing. The Parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS) within 5 workdays of the notice of the dispute. If the services of the FMCS do not result in an Agreement; the employer may unilaterally implement the proposed change if there is a compelling need to do so. This shall not preclude either Party from seeking the services of the Federal Services Impasses Panel (FSIP). (The Parties recognize that the services of the FSIP may require the Employer to add to, amend or delete the implementation change.) The Employer agrees that those changes which impact only the unit or section thereof, for which there is no urgency, will not be implemented until any resulting impasses have been resolved.

**ARTICLE 11**  
**EMPLOYEE GRIEVANCE PROCEDURE**

**Section 1. General**

- a. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. The purpose of this article is to provide for the mutually satisfactory settlement of employee grievances including the interpretation and application of this agreement. To accomplish this, every effort will be made to settle grievances expeditiously at the lowest level possible;
- b. Grievances, once processed under this procedure, involving the same individual(s) and substantially the same facts, will not be resubmitted under this procedure or be processed under any other procedure, either concurrently or sequentially. This shall not preclude an employee from processing a grievance on a second occurrence of the same issue;
- c. Employees using this procedure may be represented by the Union or may choose self-representation. In the event the employee(s) chooses self-representation, the Union shall be given the opportunity to be present at formal discussions between the Employer and the employee(s) concerning the grievance;
- d. Any employee has the right to file a complaint or grievance as provided for by this article without interference or threat of reprisal;
- e. It is the responsibility of the grievant or the representative to specifically identify the article and section of the agreement, policy, or regulation violated in presenting a grievance and to identify the remedial action sought; and
- f. Questions that cannot be resolved between the Parties regarding whether a grievance is on a matter subject to this grievance procedure, or is subject to arbitration, will be referred to an arbitrator for decision.

**Section 2. Exclusions.** Excluded from this procedure are issues that involve:

- a. Generally any action(s) terminating a temporary promotion or detail prior to the NTE period and returning the employee to the position from which they were temporarily assigned;
- b. The termination of temporary employees with a definite time limitation and term employees on or before the expiration date of appointment;
- c. The separation of employees during probationary or trial periods;
- d. Reduction-in-Force matters;

- e. Allegations of discrimination that the employee elects to pursue through the agency EEO procedures. In other words, the employee must use only one avenue – the EEO procedure or the grievance procedure;
- f. Matters listed under 5 U.S.C. Section § 7121(c):
  - (1) Any claimed violation of subchapter III of Chapter 73 of this title (relating to prohibited political activities);
  - (2) Retirement, life insurance, or health insurance;
  - (3) A suspension or removal under Section 7532 of this title;
  - (4) Any examination, certification, or appointment; or
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee.
- g. The non-selection for promotion from a group of properly ranked and certified candidates;
- h. Furlough of thirty days or less imposed by higher authority;
- i. Failure to recommend and/or approve discretionary awards; and
- j. Failure to recommend and/or disapproval of discretionary funding programs where management has no influence over the selection process. (i.e. student loan repayment, tuition reimbursement, etc.).

**Section 3. Grievances/Issue of Discrimination.** If the grievant raises the issue of discrimination or the Parties become aware that the same issue or substantially the same facts are serving as the basis of an EEO complaint, the grievant will be referred to the Equal Employment Opportunity Office. The processing of the grievance will be delayed four (4) workdays to provide the grievant the opportunity to consider whether the basis of the grievance is an allegation of discrimination. The grievant will either process the grievance on issues other than allegations of discrimination or pursue the issue under the EEO complaint procedures, but not both. The employee shall place the decision in writing. If the grievance is not reactivated within five (5) workdays from the day the issue of discrimination was raised, there will be no further processing of the grievance under the negotiated grievance procedure.

**Section 4. Processing.** All grievances must be initiated and processed within fifteen (15) workdays after the employee knew, or with reasonable diligence should have known, of the occurrence of the matter out of which the grievance arose. Grievances that relate to continuing conditions may be presented at any time.

**Section 5. Time Limitations.**

- a. Time limitations prescribed may be extended by mutual agreement. Such requests will be presented and replied to in writing; and
- b. Noncompliance by the grievant with the prescribed time limitations of this procedure will automatically cancel the grievance and no further consideration will be given the matter.

**Section 6. Procedure:**

- a. **First Step.** An employee(s) having a complaint will discuss the issue and concern with their immediate supervisor. The Parties recognize that these informal discussions provide the best opportunity for problem resolution at the lowest possible level. If the issue has not been resolved within three (3) workdays from the date the employee(s) presented the complaint to the first line supervisor, the employee may advance the grievance to the next step of the procedure within three (3) workdays.
- b. **Second Step.**
  - (1) The employee(s) shall place the complaint in writing on a grievance form (attached) outlining the complaint and what relief is being requested. The grievance form must be prepared by the grievant prior to submission to the second step. The written complaint (grievance) will be personally submitted within fifteen (15) workdays from the conclusion of step one by the Vice President of the Union or by the employee to their second line supervisor or their designated representative. The hearing official will be responsible for acquiring the grievance control number from the CPAC and annotating the date received, meeting date and the decision date;
  - (2) The grievance meeting will be held within fifteen (15) workdays from receipt of the written grievance to attempt to resolve the grievance. The employee may be accompanied by their union representative. A written decision will be provided to the Union and/or the employee, as appropriate, within fifteen (15) workdays after the conclusion of the meeting; and
  - (3) If the grievance decision is satisfactory to the grievant, no further consideration will be given to the issue. If the grievance decision is not satisfactory, the employee may advance the grievance to the next step of the procedure within fifteen (15) workdays of the second step decision.
- c. **Third Step.**
  - (1) Step three grievances will be submitted to the CPAC. The CPAC will be responsible for scheduling third step grievance meetings within fifteen (15) workdays from receipt of the written grievance;

- (2) The Management Negotiating Committee will hear third step grievances. A minimum of two (2) members of the committee must be present to hear the grievance. If a member of the committee was personally involved on the grieved issue, the manager will withdraw himself/herself from the third step grievance process;
- (3) The employee may be accompanied by their union representative. A written decision will be provided within fifteen (15) workdays after the conclusion of the meeting; and
- (4) If the grievance is settled to the satisfaction of the employee(s), no further consideration will be given to the matter. If the grievance decision is not satisfactory, the Union may submit a formal request to the CPAC within fifteen (15) workdays after receipt of the final step decision that the unresolved grievance be submitted for arbitration.

**Section 7. Merit Promotion Grievance Procedure:**

- a. **First Step.** Employee(s) having a complaint regarding the process of the ACC-RI's Merit Promotion Program Article 17 will discuss the issue and concern with the selecting official. If the issue has not been resolved within three (3) workdays from the date the employee(s) presented the complaint to the selecting official, the employee may advance the grievance to the next step of the procedure within fifteen (15) workdays;
- b. **Second Step.** Same procedures apply as Section 6(b). The hearing official at the second step will be the selection statement reviewing official, or designated representative; and
- c. **Third Step.** Same procedures apply as Section 6(c). The management committee will reside as the deciding body for the purposes of adjudicating the third step of merit promotion grievances.

**Section 8. Union Witnesses.** At each step of the grievance procedure, the employee or their Union representative shall be permitted to call relevant employees who shall suffer no loss of pay for so serving, if otherwise in a duty status. Employees serving as witnesses will not be forced to do so and testimony shall be given voluntarily and without coercion.

**Section 9. Agency Witnesses.** The Employer may call witnesses, or management representatives it deems necessary to bring about a satisfactory settlement to a complaint or grievance.

**Section 10. Group Grievances.** When one or more employees have grievances concerning the same or substantially the same issue(s) the parties shall encourage the grievants to consolidate their grievances into a group grievance and appoint a representative sample of the group to act as grievant(s) to process their grievance. However, each employee may file a grievance separately if he/she desires. Grievances initiated separately will be processed separately. If a group

grievance is processed, all grievants must be identified and are bound to process the grievance throughout the procedure as a group.

**Section 11. Termination of Grievance.** A grievance may be terminated at the request of the employee initiating the grievance at any step of the grievance procedure. If an employee(s) resigns, dies, or is separated by any action other than removal before decision is reached on a grievance being processed and no compensation issue is involved, action will be stopped and all interested Parties will be notified that because of the separation, the case is being closed without decision, provided the relief sought is applicable only to the employee who initiated the grievance and will have no impact on other unit employees. A copy of this notification will be made a part of the case record.

**Section 12. Further Action.** It is agreed that when a grievance is settled in its entirety at any step, no further action will be taken regarding the grievance. A grievance sustained only in part may be processed further.

**Section 13. Grievances Resulting from Disciplinary Actions.** All grievances resulting from disciplinary actions will be entered at the final, (third), step of the grievance procedure.

**ARTICLE 12**  
**EMPLOYER AND UNION DISPUTE PROCEDURES**

**Section 1.**

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

**Section 2.** The Vice President of the Union shall notify the ACC-RI Management Committee and the CPAC of its desire to establish a meeting to discuss the Union's grievance. The meeting shall be held within five (5) workdays from the receipt of the union's request to discuss the dispute. Within five (5) workdays from the conclusion of the meeting the Committee shall provide the Union Vice President with a written decision. If the decision is not satisfactory, the Union shall reduce the grievance to writing for processing to the next step of this procedure.

**Section 3. Employer Initiated Grievances:** Employer Initiated Grievances shall be processed under the above procedure, altered to the extent that the ACC-RI Management Committee shall initiate the procedure.

**Section 4. Extension of Time Limits:** Either Party may request an extension of the time limits. All requests for time extensions shall be submitted and responded to in writing.

## **ARTICLE 13 ARBITRATION**

**Section 1.** If the Employer and the Union fail to settle any grievance/dispute arising under Article 11 or 12, such grievance/dispute shall, upon written notice by either Party, be referred to arbitration. Such written notice, signed by the authorized official of the Party, shall be served upon the other Party not later than thirty (30) calendar days after the conclusion of Step 2 of Article 11 or Step 2 of Article 12. Local attempts to resolve such disputes prior to a decision by the arbitrator, shall continue and are encouraged between the Parties as promoting the spirit of cooperation and conciliation intended by this Agreement.

**Section 2. Selecting the Arbitrator:**

- a. Within ten (10) workdays from the date of receipt of a valid arbitration request, the Parties shall request in writing that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven (7) impartial persons qualified to act as arbitrators. By mutual agreement, the Parties may select an arbitrator without recourse to FMCS. The Parties shall meet within ten (10) workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Parties will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one (1) name remains. The remaining name shall be the duly selected arbitrator. The union shall have the first strike for the first arbitration case, the employer shall have the first strike for the second arbitration case: and thereafter, the Parties shall alternate in this manner. The moving Party may withdraw the arbitration request at any time. After the selection of the arbitrator, the Party requesting withdrawal shall be responsible for all arbitrators' fees, if applicable; and
- b. The arbitration hearing will be held, if at all possible, on management's premises and during the regular day shift hours. The grievant and any employee(s) serving as witness(es) will be excused from duty to the extent necessary to participate in the official proceedings with pay if in an official duty status at that time. Questions as to the necessity of any particular witness will be resolved by the arbitrator. An equal number of Union Representatives as there are management representatives will be entitled to official time. Employee(s) on shifts other than the regular day shift will be temporarily placed on the regular day shift for the day of the hearing in which they are involved.

**Section 3. Arbitration Fees:** The Parties shall bear the cost of the arbitrator's fees equally, with the following exceptions:

- a. In the event that the employer did not meet its time frames for processing the grievance, and that such delay was, at least in part, the reason for elevation of the grievance, if the employer prevails, or if the decision is partially in favor of the union and partially in favor of the employer, 25% of the cost will be borne by the union;

- b. If the union prevails, 100% of the cost will be borne by the employer, except in the case of employer and union disputes. In such cases, the loser will pay all fees of the arbitrator; or
- c. In the case of split decisions, the Parties will bear the Arbitrator fees equally.

**Section 4. Arbitration Procedures and Techniques.** The Parties shall attempt to stipulate the issue or submit separate statements of the issue to the arbitrator. If a new issue (as opposed to evidence) is raised at the arbitration hearing by Agency witness testimony, or through Agency exhibits, the union may pursue that new issue through separate grievance proceedings, providing negotiated grievance time limits are met.

- a. **Pre-hearing Cooperation of the Parties in Preparing Cases for Arbitration.** At least five (5) workdays prior to the hearing, the Parties shall attempt to develop a stipulation of facts to be submitted to the arbitrator. If no mutually acceptable statement is reached prior to the hearing, each Party shall separately submit a statement to the arbitrator;
- b. **Representatives in Arbitration.** The grievant shall have the right to be present at the hearing. The union shall have the right to be represented at the hearing by a minimum of two (2) designated representatives or a numerical balance with Agency representatives, whichever is more;
- c. **Sequestration of Witnesses.** The arbitrator shall require witnesses, other than Parties having a direct interest, to leave the hearing room during the testimony of other witnesses. The purpose of this subsection is to avoid having witnesses being influenced in their testimony by the testimony of another witness as to the same facts;
- d. **Time, Place, and Notice of Hearing.** The hearing will be held on the employer's premises during the regular day shift of the hours of the basic workweek subject to the conditions in Section 2b;
- e. **Continuances.** The arbitrator may grant continuances, or adjourn the hearing from time to time upon his own motion or upon joint request of the Parties or upon the motion of one (1) Party showing good cause;
- f. **Attendance of Witnesses at Arbitration Hearing.** At each and every step of the arbitration hearing, the union shall be permitted to call relevant employees as witnesses who shall suffer no loss of pay for so serving, if otherwise in a duty status. The union shall give the Agency a list of proposed witnesses. The Agency shall notify such witnesses that the union intends to call them as witnesses, and the Agency shall notify the union of any proposed witness who refuses to testify voluntarily as early as possible prior to the hearing. If any witness refuses to testify voluntarily the Arbitrator may take steps afforded by applicable laws to provide for appearance of said witness. In the event an employee witness refuses to voluntarily testify after request by the Arbitrator, as provided above, the Arbitrator may accept an offer of proof at the hearing as to the substance of the testimony such witness was expected to provide;

- g. **Representatives and Witnesses Excused from Duty.** All union representatives, grievants and employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave. Employee, participants on shifts other than the regular day shift, will be temporarily placed on the regular day shift for the day(s) of the hearing in which they are involved. In the event that such meetings/hearings extend past an employee's normal duty hours, no overtime or comp time will be paid;
- h. **Oath or Affirmation of Witnesses.** All witnesses will be required to testify under oath or affirmation administered by a duly qualified person;
- i. **Post Hearing Brief.** Post hearing briefs may be submitted by either Party within the time allowed by the arbitrator. The arbitrator shall be requested to provide a copy of each Party's brief to the other Party, or the Parties may exchange locally by mutual consent and with approval of the arbitrator; and
- j. **Reopening the Hearing.** If prior to the arbitrator's decision, new evidence becomes available, any Party may file a written motion with the arbitrator requesting that the hearing be reopened and including a statement of the reasons justifying such reopening. A copy of such written motion shall be served upon the other Party by mail.

**Section 5. Time Limit.** The arbitrator is requested to reach his decision and remedy as quickly as practicable, normally within thirty (30) to sixty (60) days after the conclusion of the hearing, unless the Parties otherwise agree.

**Section 6. Arbitrator's Decision.** It is agreed and recognized that the arbitrator's decision is binding and exceptions may be taken in accordance with the provisions 5 U.S.C. 7122. Decisions will be implemented as soon as possible after the receipt of the decision or as directed by the arbitrator.

**Section 7. Arbitrator's Authority:**

- a. In rendering a decision/award, the arbitrator has authority to:
  - (1) Resolve questions of arbitrability. The same arbitrator who decides whether a particular issue is arbitrable, shall also determine the merits of that issue;
  - (2) Interpret and define the terms of this Agreement;
  - (3) Rule on the application of various Federal statutes, Office of Personnel Management, Department of Defense, Agency/Command/Activity regulations and policies utilizing all official proponent interpretations issued under the terms of this Agreement; and
  - (4) Grant remedies consistent with applicable laws and regulations.

- b. The arbitrator shall have no authority to alter, amend, add to or subtract from the terms of this Agreement or any other Agreement made supplementary hereto;
- c. The arbitrator may not substitute his discretion for that of the Employer in cases where the Employer has exercised discretion in an equitable manner as allowed by law, rule, regulation, or this Agreement. The arbitrator may overrule the Employer when the arbitrator's findings conclude that the Employer did not use discretion in an equitable manner in exercising authority in accordance with law, rule, regulation, or this agreement; and
- d. When dual issues (timeliness/scope and merit) are raised to arbitration and the arbitrator finds the grievance is untimely or not within the scope of the grievance procedure, the arbitrator will deny the grievance without considering its merit.

**Section 8.** Upon request of the moving party, and by mutual Agreement, the Parties may submit briefs in lieu of a hearing when it is apparent that a hearing would serve no purpose.

**Section 9.** Parties requesting witnesses to be present who are not employees of the Agency shall bear expenses of the witnesses.

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

## **ARTICLE 14 DISCIPLINARY ACTIONS**

### **Section 1. General:**

- a. The employer agrees that normally disciplinary actions should be taken as a last resort to correct employee conduct or behavior, where the seriousness of the offense does not warrant punitive discipline under Army Regulations. The basic procedures and rights of the employees as outlined in regulations and this Agreement shall be observed in handling disciplinary and adverse actions. Such actions must be based on just cause and be consistent with the principles of progressive discipline, applicable laws, regulations and this Agreement;
- b. In the event an employee is issued a notice of disciplinary or adverse action, the employee will be made aware of and afforded all rights and privileges due them, including the right to representation; and
- c. In all cases of proposed disciplinary or adverse action by the employer against employees covered by this Agreement, a copy of the proposed action shall be furnished to the employee. If the employee wishes to have a representative, the employee will notify the employer, in writing, of who the representative will be prior to the employer releasing confidential information to the representative pertaining to the employee's case. In all cases, the employee and his/her representative, if any, will be given the opportunity to review the documentation on which the proposed action is based. The employee has the right to reply orally and in writing, and to present affidavits or witness with the assistance of a representative, if desired. The employer will make a written record of a personal reply by the employee.

### **Section 2. Disciplinary Actions:**

- a. A disciplinary action is any action taken against an employee which causes a formal letter of reprimand or an action affecting a suspension of fourteen (14) calendar days or less to be placed in an official record. Admonishments and counseling sessions do not constitute discipline. Rather, they constitute a tool through which supervisors may communicate among other things their dissatisfaction with an employee's performance or conduct, give the employee notice of the employer's dissatisfaction and give the employee an opportunity to meet the employer's expectations for satisfactory conduct and/or performance. Although it is recognized that occasions arise in which immediate and decisive discipline is appropriate, the Parties envision that normally, in the interests of progressive discipline, non-disciplinary measures will precede formal disciplinary action;
- b. The Parties agree that in progressive discipline, the employer will consider the least severe action which is determined to be necessary to correct the employee's behavior. Such discipline should be consistent throughout the Bargaining Unit, in that like penalties should be imposed for like offenses. In actions involving discipline an employee is entitled to a notice of proposal of the discipline the employer intends to impose, only after a reasonable investigation of the facts giving rise to the cause for discipline. Such

investigation will be conducted by management prior to issuing a proposal to discipline and may include, where appropriate, discussions with the offending employee, management officials, and witnesses. When it then becomes clear that a proposal of discipline is warranted, a notice of proposal will be issued to the offending employee. Such notice will include the specific allegations of misconduct (charges) for which the discipline is to be imposed. This disciplinary proposal to the employee will include at a minimum the reasons for the employer's proposal, including the appropriate charge for each specific act of alleged misconduct. When two or more unrelated offenses are involved, there may be more than one specific charge of misconduct. In all cases the employer will follow law, rule and Department of Army Policy with respect to the administration of discipline;

- c. Upon receipt of a notice of a proposal to discipline, the employee may make an oral or written reply to the proposal, or both. Such opportunity to reply will be clearly identified in the proposal to discipline to include identification of the deciding official and the procedures to make a reply. The employee will then, at his/her request, be allowed to offer evidence and testimony with the purpose of demonstrating to the employer that discipline is not warranted. The employee may be represented by the union, his/her attorney, or another individual in the reply to the proposed discipline. In the event that the employee chooses a representative who is also a Department of Army employee, the representative may be disallowed when there is determined that a conflict of interest exists;
- d. In the event the employee is issued an unfavorable decision, he/she shall be advised that he/she may grieve the decision under the negotiated grievance procedure contained herein and of the time limit for filing the grievance;
- e. Employees shall be given at least ten (10) calendar days advance written notice of disciplinary action, by means of a proposal and a reasonable time (not less than three (3) workdays) in which to prepare a reply. Extensions may be granted. A reasonable amount of official duty time will be allowed for preparing a reply. Except for letters of reprimand, the final notice shall be signed by a higher level official than the supervisor signing the proposal. The Parties agree and understand that employees should be placed on notice of any proposed disciplinary action as soon as possible after the event giving rise to the proposal to discipline. When the Employer becomes aware of a situation involving misconduct or delinquency of an Employee, the Employer will initiate the disciplinary action within a reasonable period of time. Normally, absent compelling reasons to the contrary, (i.e., a lengthy investigation of the facts surrounding the case), an employee would expect to receive such a proposal no later than sixty (60) calendar days from the event giving rise to the discipline. However, failure to initiate action within sixty (60) calendar days from the event giving rise to the discipline does not negate the Employer's right to take such action; and
- f. In the event a supervisor maintains a record of entries which are critical of an employee and which the supervisor intends to use as the basis for a future disciplinary action the supervisor must inform the employee of the record and the nature of the entries.

**Section 4. Informal Counseling Sessions.** Informal counseling sessions, where the offense is non-recurring within a period of ninety (90) calendar days will not be used as a basis for further disciplinary or adverse action.

**Section 5. Formal Counseling Sessions.** Formal written counseling sessions, where there has been no recurrence of the infraction, will be purged from official records at the end of one (1) calendar year. However, the employee's supervisory chain may cancel any such formal counseling at any time after, if, in the opinion of the employee's supervisory chain; the conduct has improved, a determination that such conduct is not likely to recur, and when the employer finds it is in the best interest to end such record early.

**Section 6. Reprimands.** Reprimands may be issued in increments of one (1), two (2) or three (3) years, depending on the severity of the offense to employees who have been found guilty of misconduct in accordance with this Article. The employee's supervisory chain may cancel any such reprimand, at the request of the employee, where the employee's conduct has improved in the opinion of the management chain, where such reprimand has already had the desired effect of correcting the employees behavior, where such conduct is not likely to recur, where at least half of the period of the reprimand has expired and when management finds that it is in the best interest of the employer to end such reprimands early.

**Section 7. Adverse Actions:**

- a. An adverse action is a reduction in grade or pay, removal, suspension for more than fourteen calendar (14) days or a furlough of thirty (30) calendar days or less. In adverse actions an employee is entitled to a notice of proposal of the discipline the employer intends to impose. Such notice will include the specific allegations of misconduct (charges) for which the discipline is to be imposed. This disciplinary proposal to the employee will include at a minimum the reasons for the employer's proposal, including the appropriate charge for each specific act of alleged misconduct. When two or more unrelated offenses are involved, there may be more than one specific charge of misconduct;
- b. An adverse action, as stated above, may be appealed to the Merit System Protection Board or through the grievance procedures, but not both; and
- c. Employees shall be given at least thirty (30) calendar days advance written notice of any adverse action proposal and a reasonable time (not less than fifteen (15) work days) in which to prepare a reply, unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations.

**ARTICLE 15**  
**PERFORMANCE STANDARDS AND APPRAISALS**

**Section 1.** The parties agree to follow the provisions of the Department of Army's approved performance management system, Army Regulation 690-400, the Total Army Performance Evaluation System (TAPES). The Parties recognize that the performance appraisal system is intended to assure proper evaluation of an employee's performance by providing periodic appraisals.

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

**Section 3.** Except under unusual circumstances, each employee's performance will be rated annually against the performance plan established for their position. However, the employee must be on an approved Performance Plan for a minimum of 120 days prior to receiving a performance rating.

- a. Each annual rating will include both a written appraisal and a discussion between the rating supervisor and the employee. Other discussions between the employee and the rating supervisor will be held, as needed, during the rating period to provide supervisors with data to assess work progress and to help employees to improve their performance;
- b. Rating supervisors will hold progress reviews, in private, at the mid-point of the employee's rating period, at a minimum. Each progress review will be documented on the employee's counseling checklist/support form;
- c. Employees will have a three (3) workday period to review their proposed rating and to provide written comments to the rating official concerning their appraisals prior to finalizing the appraisal;
- d. Ratings will reflect performance within the control of the ratee and will be given based on the approved objectives/responsibilities. There will be no organizational quotas and no limit on rating types, (i.e., 25% of the organization limited to highly successful appraisals);
- e. The discussion between the rating supervisor and the employee will be in private and of sufficient length to allow the employee time to discuss matters of interest concerning the appraisal; and

- f. Any changes made on the final appraisal will be discussed with the employee.

**Section 4. Unacceptable Performance:**

- a. Employees demonstrating unacceptable performance shall be provided a Performance Improvement Plan (PIP) and be assisted by the Employer in improving performance. Employees shall be reassigned, reduced in grade, or removed for unacceptable performance only after being afforded a reasonable period of time to demonstrate acceptable performance, normally not less than 120 calendar days, and only if substantial evidence justifies the action proposed. The rating cycle may be extended as appropriate.
- b. An employee who is not serving a probationary or trial period, and is being proposed for a reduction in grade or removal for unacceptable performance is entitled to:
  - (1) A minimum of thirty (30) calendar days advance written notice of the proposed action which identifies specific instances of unacceptable performance by the employee on which it is based and the critical elements of the employee's position involved in each instance of unacceptable performance;
  - (2) The right to a representative;
  - (3) A reasonable amount of time to prepare and present a reply orally and in writing to the action proposed; and
  - (4) A written decision signed by a higher level official than the official who proposed the action.

**Section 5. Within-Grade Increases.** Within a reasonable amount of time prior to the date an employee is eligible for a within-grade increase, the Employer should review the work of the employee. If the supervisor feels that the employee's work is not at an acceptable level for a within-grade increase at that time, the supervisor should provide the following:

- a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level; and
- b. Advice as to what the employee must do to bring the performance up to the acceptable level.

**Section 6.** An employee who is provided a decision to deny a within grade increase, reduction in grade or removal for unacceptable performance shall be informed that the action may be appealed to the Merit Systems Protection Board or may be grieved through the negotiated grievance procedure, but not both. The address of the Merit Systems Protection Board and the telephone number of the Union office shall be included in the final letter of decision.

**Section 7.** New employee or employees being reassigned or promoted to new positions will be placed on an approved performance plan within 30 days of assuming their new duties and

responsibilities. Employees moving between base and senior system plans having different rating cycles dates will be handled in the following manner:

- a. If less than 120 days remains in the rating period they will receive a closeout early annual appraisal which will serve as the rating of record for the appraisal period; and
- b. If more than 120 days remains in the rating period they will be placed on an approved performance plan for the new position and rated at the end of the new performance cycle.

## **ARTICLE 16 REDUCTION IN FORCE**

**Section 1. General.** The Employer shall inform the Union of the reasons requiring the reduction in force (RIF) with as much advance notice as practicable, but not less than three (3) days prior to announcement to employees, if possible. Reduction in force is a management right enumerated in Title 5 U.S.C. § 7106 (a)(2)(A). Prior to implementation of any management decision to conduct a reduction-in-force, the union will be given an opportunity within the three (3) day time period identified above to meet and confer on the procedures to be exercised by management and appropriate arrangements for employees adversely affected by the reduction-in-force. The union agrees to promote understanding of necessary reduction in force actions. The employer and the union shall work toward minimizing the adverse impact of such action.

### **Section 2:**

- a. Office of Personnel Management (OPM) and Agency regulations covering reduction in force procedures shall be utilized throughout the RIF process;
- b. For reduction in force involving fifty (50) separations or more, the union may establish a committee of three (3) to five (5) members who will be trained by the employer on official time prior to the reduction-in-force, on reduction-in-force procedures, and will review management's proposed actions and provide comments and suggestions as appropriate. This committee will have access to information on compositions, grade and pay retention, veteran's preference rights, retention rosters, information concerning employee retirements, resignations and transfers, declination of job offers, and job vacancies;
- c. The employer will meet with representatives of the committee as required to resolve individual employee concerns. The union will be provided access, upon request, to information leading to adverse action and separations of individual employees including handicapped employees;
- d. The employer agrees to develop an out placement counseling program establishing contact with federal, state, municipal and private employers to seek employment of separated employees and provide referral services for psychological and emotional support counseling, as well as career services;
  - (1) The primary emphasis of this program will be on securing employment for those employees who have been separated. The goal of the out placement program will be; first, to attempt to place adversely affected employees in the Federal service consistent with the employee's skills and experience, and secondly, to attempt to place adversely affected employees outside of the Federal service;
  - (2) A point of contact will be established within the Civilian Personnel Advisory Center to administer the program, throughout the reduction-in-force process, and to counsel employees; and

- (3) For reduction-in-force actions, involving less than fifty (50) employees, the employer will allow the union access to information identified in (b) above and will recognize Union Representatives in matters relating to individual employee concerns.

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

**Section 4. Repromotion Register:**

- a. The Employer agrees to establish repromotion registers containing the names of all employees who are downgraded without cause. The employer agrees to provide the union with a copy of the repromotion register upon request to the CPAC, when the union demonstrates that the register is necessary and relevant to a representational matter; and
- b. Repromotion to positions of former grades will be in accordance with OPM and Agency regulations.

**Section 5. Reemployment Register.** In accordance with appropriate regulations, the Employer agrees to establish and maintain a re-employment register for employees separated by reduction-in-force actions. Employees on the register will be considered for employment prior to filling vacancies from other sources in accordance with 5 CFR 330.201. Employees are responsible for applying for this program.

**Section 6. Competitive Levels.** The Employer agrees to establish appropriate competitive levels to assure interchangeability of employees without undue interruptions of the work programs.

## **ARTICLE 17 MERIT PROMOTION**

**Section 1. General.** The Employer and the Union agree that promotions/placements will be in accordance with the provisions of law, Office of Personnel Management, and Department of Army regulations and the provisions of this Article. (From the date of this Article and until the USA Job, Merit Promotion implementation expected early in 2012, ASC 690-12 will be used to evaluate candidates).

**Section 2. Scope.** This article applies to all merit promotion and placement actions taken within the unit except those covered by mandatory referral/placement programs.

**Section 3. Sources.** In deciding which source(s) to use, the Civilian Personnel Advisory Center will advise in the determination of which sources are most likely to best meet the employer's mission objectives, contribute fresh ideas and new viewpoints and meet the employer's EEO goals.

**Section 4. Area of Consideration.** The area of consideration is the area in which a search is made for Army candidates eligible for promotion or reassignment/demotion to a position with promotional opportunity is the area of consideration. The minimum area of consideration is the area as determined by the CPAC in accordance with Army Regulations and/or other guidelines. The area of consideration will be defined in each vacancy announcement. The area of consideration will take into consideration EEO Affirmative Action goals and number and quality of candidates expected.

**Section 5. Non-Competitive Considerations.** Management has the right to select from other appropriate sources on a noncompetitive basis. These sources include, but are not limited to; reemployment priority lists, reinstatement eligible's, transfers from other agencies, repromotion eligible's, reassignments, voluntary demotion eligible's, and candidates eligible for appointment under special authority such as Veteran's Recruitment Appointments (VRA) or handicapped appointment authority. Lateral reassignments and voluntary demotion requests will be handled in accordance with RIAR 690-21.

**Section 6. Order of Placement Considerations.** All placement actions and considerations will be governed by applicable laws and regulations or directions of higher authority.

**Section 7. Methods of Locating Candidates.** Either Vacancy Announcements or appropriate regulatory sources may be used to locate candidates depending on the position being filled.

**Section 8. Vacancy Announcements:**

- a. Each vacancy announcement will be open for application for a minimum of seven (7) workdays. "Open Continuous" announcements will be used whenever it is anticipated by the CPAC that there will be recurrent vacancies for the same type of positions.
- b. Each announcement will contain:
  - (1) Title, series, grade and short description of duties;

- (2) Organizational and geographical location of the position;
  - (3) Summary of or reference to minimum qualification standards for basic eligibility;
  - (4) List of any selective placement factors and conditions of employment;
  - (5) Summary of job related criteria factors to be used in determining which eligible candidates are "highly qualified";
  - (6) If appropriate, information regarding the known promotion potential of the position to ensure that all applicants are aware of subsequent "career promotion" possibilities;
  - (7) Area of consideration; and
  - (8) Opening and closing dates for receipt of application, how to apply and cutoff dates for open continuous announcements.
- c. Time-in-grade and experience qualifications will be considered in accordance with regulation and past practice; and
  - d. Candidate evaluation results of merit promotion and placement vacancy announcements may be used for a maximum 180 day period following the closing date of an announcement/issue date, in order to fill similar positions that may arise within the major organization if they require the same highly qualifying skills.

**Section 9. Evaluating Candidates.** The selection process, excluding Delegated Examining Unite (DEU) and Army Careers With American (ACWA) and Expedited Hiring Authority (EHA) referral is as follows:

- a. Prior to the referral being provided to either the panel or the selecting supervisor, the crediting plan including the resume and interview evaluation criteria and weighting scheme will be developed and approved by a level above the selecting supervisor;
- b. The selecting official will submit the names of at least five (5) prospective panel members to a Human Resource supervisor who will designate three (3) panel members;
- c. All panel members must be at least at the grade level of the selection. At least one (1) member will be a subject matter expert and at least one (1) member will be a female or minority; and
- d. The scoring criteria for both the resume and interview will establish a range of scores for each level of identified proficiency.
- e. **Referral List:**
  - (1) **Ten or Less Candidates:** If there are ten (10) or fewer candidates on a referral list

the selecting supervisor will receive the names and resumes of all the candidates from G1/HR. The selecting supervisor will review all resumes and interview all candidates using the approved interview criteria to make a selection. All reviews are conducted in the same manner to ensure consistency. The same set of questions will be used for each candidate. The selecting official will evaluate resume and interview responses and document their score. Criteria scores may be numeric or adjectival as long as the same method is used throughout the selection to ensure consistency. Evaluation criteria will be based on competencies and capabilities required in the position being filled.

(2) **Ten or More Candidates:**

- (a) If there are more than ten (10) candidates on a referral list a screening panel will be used to score the candidates' resumes. Recommend the selecting supervisor meet with all panel members to review resume criteria prior to beginning evaluation. Using the approved resume criteria, each panel member will evaluate each candidate's resume separately and independently and give each candidate a score within the appropriate range for each resume element. Panel members will record their score. Panel members may discuss the criteria and/or terms used in the criteria or resumes to facilitate understanding of criteria, but not in order to influence or change other panel members' independent judgment. Panel members will provide their results to the panel chair;
- (b) The panel chair combines scores and determines the cumulative score for each candidate. The ten (10) candidates with the highest scores after the screening panel review will receive an interview. In the event there are multiple candidates with the same score of the 10th highest ranking candidate, those candidates will also receive an interview. Panel chair provides all panel package information to the respective staffing specialist;
- (c) The screening panel scores will not be provided to the selecting supervisor. The panel chair provides an alphabetized list and the resumes of the top ten (10) scores, including all ties. If multiple selections are to be made, the number of candidates to be interviewed will be increased proportionately to the additional number of positions to be filled;
- (d) The selecting supervisor reviews the resumes and interviews the candidates, forwarded by the panel chair, using pre-approved questions and criteria. If one of the ten (10) highest ranked candidates declines the interview, no additional names will be forwarded to the selecting supervisor. All interviews are conducted in the same manner to ensure consistency. The same set of questions will be used for each candidate. The selecting supervisor will evaluate interview responses and document their score/rating;
- (e) The selecting supervisor will write a selection statement documenting the knowledge, skills and abilities of the selectee relating to the pre-approved criteria. Normally, the selecting supervisor will select the candidate with the highest interview score/rating. If there is a tied score/rating after the interview, the candidate with the highest total resume score/rating is the top scoring candidate; and

- (f) The selecting official obtains approval of selection from the approving official and provides the selection statement to the respective staffing specialist.

**Section 10. Details and Temporary Promotions:**

- a. Details in excess of thirty (30) days will be reported on Standard Form 52, and maintained as a permanent record in the Official Personnel Folder. This report shall be required if the employee is assigned to perform duties substantially different from those normally performed even though the job to which detailed is in the same grade and series code as the one to which regularly assigned;
- b. Temporary promotions will be for specified periods of time, not less than thirty (30) days. Temporary promotions of more than 120 days will be accomplished under competitive assignments. Competitive procedures will apply, if, after completing any proposed detail/temporary promotion, an employee will have exceeded the maximum periods allowable (prior service under both previous details and temporary promotions included) in higher grade positions or positions with known promotion potential during the previous twelve (12) month period;
- c. The area of consideration for competitive detail/temporary promotion may be narrower than for permanent placement;
- d. If the area of consideration for a competitive detail/temporary promotion was narrower than required for normal permanent placement, full competitive procedures shall apply when the position is later filled on a permanent basis;
- e. Details to positions with higher level duties and responsibilities will not be assigned to employees on a continuing basis with the intent of circumventing merit promotion procedures; and
- f. All individuals to be temporarily promoted competitively or non-competitively will be advised in advance of the temporary nature of the action and all conditions relating to it, including the expected duration. Also, it shall be made clear that management, at its discretion, may terminate a temporary promotion at any time sooner than the expected termination date.

**Section 11. Priority/Repromotion Consideration:**

- a. If an employee fails to receive proper consideration in a promotion action and the erroneous promotion is allowed to stand, the employee must be considered for the next appropriate vacancy to make up for the consideration he/she lost; i.e., given priority consideration for the next appropriate vacancy in the same title, series, grade and promotion opportunity for which the employee is a highly qualified candidate. The employee will be referred as an exception to competitive promotion procedures along with others entitled to priority consideration. Any of the employees referred as priority consideration candidates may be selected. Non-selection of priority candidates will be for merit reasons. An employee will be entitled to priority consideration once for each

time he/she was not properly considered. When the CPAC has identified candidates entitled to priority consideration, further referrals to appropriate vacancies will be delayed until such candidates are referred in order to avoid further missed opportunities; and

- b. **Repromotion Consideration.** The Employer agrees to maintain the established repromotion program for employees demoted without cause who are entitled to grade and/or pay retention under applicable regulations and to meet and confer with the Union prior to changing the program.

**Section 12. Information to Employee:**

- a. Information about a specific promotion action is available to any employee who has applied as a candidate, upon request to the CPAC; and
- b. Upon written request by a candidate who was not referred among the best qualified, his/her supervisor will obtain information from the CPAC, as necessary, regarding areas in which the employee needs to improve in order to increase future competitive opportunities and counsel the employee accordingly.

**Section 13. Maintenance of Promotion Records.** Promotion and placement actions will be documented in an employee's Official Personnel Folder and in record files of each promotion action as specified by the Office of Personnel Management, to provide clear evidence that actions are being effected in consonance with the policy and provisions of the local Merit Promotion Plan, to provide the basis needed for evaluation of the program, and for answering questions that management or employees may raise about the program in general or specific promotion actions. Such records will be maintained in the CPAC in accordance with records management regulations.

**Section 14. Information to the Union.** When an authorized representative of the Union requests information regarding specific promotion/placement actions, the request shall be in writing. Disclosure of information will not be made unless provisions of law governing release of information to labor organizations are met. Time required for grievants/representatives to obtain such information will be given due weight in determining need for extensions of time limits at any step of the grievance procedure. When requesting information for promotion actions, the following procedures will apply:

- a. The Union will contact the CPAC for the job vacancy in question. This initial contact will be oral; and
- b. Information considered appropriate to be released to the Union by the personnel specialist includes the Request for Personnel Action (SF-52), vacancy announcements, application material or other material identified in the applicant's qualifications and experience for the position. The following matrix designates information releasable:

**Information Releasable:**

- (1) Request to Fill SF-52 – Sanitized of personal information;
  - (2) Application Material Documents related to the grievant and selectee (sanitized);
  - (3) Referral List - Complete list; and
  - (4) Selecting Officials Selection Statement.
- c. For information not identified in (b) above, and not normally releasable to the Union by the personnel staffing specialist, the Union will provide a written request to the CPAC to include a statement of the necessity and relevance of the information requested to a representational matter.
- d. In the event that the information is still considered non-releasable by the Employer, the Union may then notify the Employer of its intent to seek the information under the provision of Title 5 U.S.C. § 7114 (b).

**ARTICLE 18**  
**VOLUNTARY ALLOTMENT OF UNION DUES**

**Section 1. Coverage.** Dues withholding privileges will be extended to union members throughout the period of this Agreement.

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

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

**Section 3. Procedure.** Deduction of union dues for an eligible employee will be accomplished by the employer's Payroll Office, beginning with the first pay period after receipt of the employee's properly completed and signed SF 1187, in duplicate, provided the designated official of the union has completed and signed Section A of the SF 1187, in duplicate, certifying the amount, and has submitted such form to the Payroll Office.

**Section 4. Amount:**

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

**Section 5. Termination:**

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

- (1) Any type of separation, transfer, or other personnel action which results in the employee leaving the unit;
  - (2) Loss of exclusive recognition by the Union;
  - (3) Suspension or termination of the Agreement providing for dues withholding by an appropriate authority outside DOD; and
  - (4) Suspension or expulsion of the employee from the Union.
- b. An employee's allotment for the deduction of Union dues may also be terminated by the employee's submission to the employer's Payroll Office of a Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. A termination of allotment under this section shall be effective with the first full pay period following either one (1) year from the date the dues assignment was affected or 1 September, for dues paying members after their first year. The revocation must be received prior to such date. Upon affect of any such properly executed Standard Form 1188 by the Payroll Office of the employer, the Employer shall immediately transmit the duplicate of such form to the designated union official.
- c. The union will promptly notify the Payroll Office, in writing, when any of its members who have authorized an allotment for payment of union dues is expelled or suspended from the union or ceases to be a member in good standing.

**Section 6. Remittance.** The Payroll Office will transmit to an addressee designated by the union, no less than three (3) nor more than five (5) days after each payday the following:

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

**Section 7. Informing Employee:**

- a. The Union recognizes its obligation to inform and educate its members of the program for allotments for payment of dues, and the uses and availability of the required form. The union is also responsible for procuring and distributing the prescribed allotment form (SF-1187) and for certifying the amount of its dues; and
- b. The Employer, through the Payroll Office, agrees to maintain a supply of the prescribed form (SF-1188) for use in revoking an allotment and to make this form available to employees upon request. Written requests for revocation of allotment which are otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the prescribed form.

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

## **ARTICLE 19 HOURS OF WORK**

**Section 1. General.** Employee work schedules will normally consist of five (5) consecutive eight (8) hour days, normally Monday through Friday, unless a compressed work schedule (CWS) or flexible work schedule (FWS) is elected.

- a. **Starting Time:** Employees may request a start time between the hours 0600 and 0830 subject to supervisory approval;
- b. **Core Time:** All work schedules must include employee presence during the core hours of 0830 to 1430 hours; and
- c. **Lunch Period:** A portion of the workday between 1100 and 1300 hours in which lunch will be scheduled for 30 minutes, 45 minutes, or one (1) hour. Lunch periods will be coordinated with the employee's supervisor.

**Section 2. Compressed Work Schedules.** Bargaining unit employees are required to work eighty (80) hours over a two (2) week period. For the purposes of this Agreement, a compressed work schedule (CWS) is a schedule in which employees work 80 hours in less than 10 days, on a fixed schedule of starting and quitting times.

- a. All bargaining unit employees will be eligible to participate. Management may exclude specific employees on an individual basis for mission related reasons. Such exclusions will be determined by the supervisor and reasons provided to the employee upon his or her request;
- b. The Parties agree to the following compressed work schedules:
  - (1) 5-4/9 schedule: Eight (8) nine (9) hour days, an eight hour day and one scheduled day off. The 5-4/9 work schedule covers a two (2) week pay period and consists of nine (9) hour daily work requirements for eight (8) days and eight (8) hour daily work requirements for one (1) day for an eighty (80) hour biweekly requirement; and
  - (2) 5-4/9 ½ schedule: Eight (8) nine (9) hour days and two (2) four hour days. The 5-4/9 ½ work schedule covers a two (2) week pay period and consists of nine (9) hour daily work requirements for eight (8) days and four (4) hour daily work requirements for two (2) days for an eighty (80) hour biweekly requirement.

**Section 3. Flexible Work Schedules.** For the purposes of this Agreement, a Flexible Work Schedule (FWS) is a schedule in which employees work eighty (80) hours in a two (2) week period, and does include the option of Credit Hours.

**Section 4. Credit Hours.** Employees participating in a Flexible Work Schedule may also participate in a credit hour program (Credit hours are not allowed in conjunction with a Compressed Work Schedule).

- a. Employees may work more than the basic work requirements on a given workday or work week. In this manner, credit hours can be earned to be used in any subsequent pay period. Hours approved and worked in excess of eight (8) hours per day may be identified as credit hours (earned credit hours are limited to two (2) hours per workday) and shall not be compensated as overtime hours;
- b. In order to earn credit hours a written request must be submitted to the supervisor and approved by the supervisor prior to working the credit hours. Supervisors shall respond in a timely manner. If disapproved, rationale will be provided to the employee;
- c. Rules for earning credit hours:
  - (1) Employees may accumulate up to twenty four (24) credit hours. Part-time employees may accumulate credit hours up to one quarter (1/4) the number of their bi-weekly schedule hours;
  - (2) Employees may not earn more than two (2) credit hours per day;
  - (3) Credit hours will be the hour(s) worked outside the employee's flexi-tour schedule that are not compensated as overtime or compensatory time;
  - (4) Credit hours may only be earned between 0600-1800 Monday through Friday;
  - (5) The minimum increment for earning or using credit hours is 15 minutes;
  - (6) An employee may not accumulate more than twenty four (24) credit hours at any point in time. Employees with a twenty four (24) credit hour balance must use credit hours prior to earning more. Any hours in excess of twenty four (24) hours will be forfeited;
  - (7) Credit hours will not be earned for attending training;
  - (8) Any employee not present for duty on a day credit hours were approved cannot be charged more than eight (8) hours of leave; and
  - (9) Credit hours will not be earned during travel/TDY

**Section 5. Procedures:**

- a. Employees will consider the mission and the organization's requirements, the responsibilities of their job requirements, and the need to interface with other employees when proposing their work schedule (basic, compressed or flexible);

- b. The employee's proposed schedule will specify eighty (80) hours over a pay period to include starting and quitting times, the scheduled lunch period and scheduled days off. The proposed schedule will be submitted to the immediate supervisor for approval;
- c. The supervisor will review the employee's proposed work schedule considering the employee's desires, so far as practicable, in assuring the job requirements and overall mission accomplishments are met. The supervisor will schedule days off under the compressed work schedule such that no more than 25% of the total workforce will be off on the same day. Sick leave, annual leave and TDY assignments will not impact on this requirement. Subject to mission requirements as determined by the supervisor, conflicts between employee's requested days off may be resolved by seniority (SCD for leave purposes);
- d. If an employee's proposed work schedule cannot be approved, the supervisor will discuss the need for a different tour of duty with the employee emphasizing the job and/or mission requirements which require an adjustment. If unable to arrive at a mutually agreeable tour of duty, the tour of duty shall be assigned by the supervisor;
- e. An approved work schedule will be assumed to remain the same until the employee requests a change or the schedule needs modified because of scheduled TDY, scheduled training, etc.;
- f. Employees may request a change to their work schedule for the next pay period by submitting a change to the immediate supervisor by the close of business on the Thursday preceding the start of the new pay period; and
- g. Employee work schedules may be changed by the Employer to meet mission requirements. The Employer will provide the employee as much advance notice as possible of such changes.

**Section 6. Policy:**

- a. Employees on a TDY or training mission requirement will adjust their tour of duty to comply with mission requirements of the host activities schedule. When the TDY/training period encompasses the employee's scheduled eight hour day and/or day off, the employer (first line supervisor) may direct a change in the schedule to require the eight (8) hour day and/or the day off to be changed to the alternate week of the same pay period. In the event of long term TDY/training, the employee will comply with the host activity's work schedule. If less than eighty (80) hours are worked in a pay period for any reason the difference will be adjusted by the use of annual leave, LWOP, or any earned credit hours from the previous pay period;
- b. Employees will be required to use the amount of sick or annual leave required to cover the scheduled hours in the duty day, (e.g., a scheduled nine hour day will require nine hours of leave if the entire day is taken off). However, in the interest of minimizing sick

and annual leave usage, employees may request a work schedule change to their supervisor;

- c. **Holiday Leave.** Employees will be granted holiday leave for the hours they are regularly scheduled to work on the day of the holiday in accordance with applicable law and regulation. For example: if a holiday were to fall on a Monday, and employee “A” was regularly scheduled to work nine (9) hours, employee “A” would be entitled to nine (9) hours of holiday leave, while employee “B” who was regularly scheduled to work eight (8) hours on that day would be entitled to eight (8) hours of holiday leave; and
- d. **Shutdown.** In the event of a planned shutdown, employees participating in a compressed work schedule may elect to switch their scheduled eight-hour day and their day off into the period of the planned shutdown, so long as it is within the same pay period.

**Section 7. Break Periods:**

- a. Employees are entitled to a ten (10) minute break during each four (4) hours of continuous work, before and after their scheduled lunch break; and
- b. Employees are authorized up to the full 20 minutes of their combined official break time daily for participation in the health and wellness program components identified in Army Regulation, AR 600-63. The use of combined official break time under this section may not be used at the beginning or end of the employee’s tour of duty. Employees will obtain their supervisors permission to participate in this program.

**Section 8. Last Day of Training.** Only one (1) hour of excused absence may be granted to an employee on the last day of a training course conducted locally. Any time remaining in the employee’s tour of duty after this 1 hour of excused absence will either be worked or covered as annual leave.

**Section 9. Religious Observance.** To the extent that such modification in work schedules does not interfere with the efficient accomplishment of the mission, the employer agrees to afford individual employees the opportunity to work compensatory time and grant compensatory time off to an employee requesting such time off for religious observances. Such request by the employee shall be made in writing no later than five (5) workdays in advance of request for time off. Any of the overtime hours to be used for compensatory time shall be worked prior to the absence.

## **ARTICLE 20 OVERTIME**

**Section 1. Distribution.** The opportunities for overtime assignments shall be distributed fairly and equitably to all employees in their particular job classification. Individual employees will not be forced to work overtime against their expressed desires so long as full requirements can reasonably be met by other qualified employees willing to work. In the event full requirements are not met, management will direct individual employees to work as required.

### **Section 2. Compensatory Time:**

- a. Employees shall be able to request compensatory time off in lieu of paid overtime;
- b. If an employee earns compensatory time off, the employee and supervisor will work together to schedule the compensatory time off at a mutually agreeable time prior to the end of twenty-six (26) pay periods from the date it was accrued. Earned compensatory time off will be administered in the same manner and following the same rules as annual leave. It is understood and the Parties support that compensatory time off will be managed like use or lose annual leave in order to schedule its use prior to conversion to paid overtime; and
- c. Employees who are exempt from the Fair Labor Standards Act (FLSA) may be directed to receive compensatory time off in lieu of paid overtime for any/all hours of overtime worked. All requirements found in 5 CRF 550.114(c) must be met to include that the employee have a basic rate of pay exceeding that of a GS-10, step 10. Employees who are non-exempt from the FLSA are entitled to receive paid overtime for any/all overtime hours worked unless compensatory time off is requested.

**Section 3. Work in Progress.** It is understood that when overtime of short duration is required for special projects, work to complete these projects or work already in progress to meet required deadlines or emergencies, the employee or employee(s) involved will normally be given the first opportunity for the overtime assignment. Management may, however, direct any employee to work overtime who Management deems has the necessary technical competence to complete mission requirements in the most efficient manner. Management will not exercise this right solely for the purpose of circumventing the equitable distribution of overtime.

**Section 4. Call Back.** Employees called back on unscheduled overtime shall receive two (2) hours pay at the overtime rate regardless of the actual time worked during this two (2) hour period.

**Section 5.** Overtime pay, standby pay, or compensatory time, for employees requested to remain on a standby status or directed to accomplish travel for an official purpose, will be in accordance with applicable law and/or regulations.

**Section 6.** In all cases, employees will be compensated for work performed in accordance with Law.

## **ARTICLE 21 LEAVE**

**Section 1. Annual Leave.** Consistent with the Employer's need of the individual, annual leave which is requested in advance will normally be approved. Annual leave is an entitlement by law. It will be the responsibility of the supervisor, in consultation with the employee, to schedule annual leave in order that it will not be forfeited and so that it causes the minimum impact to mission requirements.

- a. The number of employees granted annual leave during any given period shall be governed by the workload requirements and the number of employees required for completion. However, when an application for leave has been submitted, approved, and signed by the responsible supervisor, such leave shall not be cancelled except for compelling mission reasons. At the request of the employee, cancellations for compelling mission reasons will be in writing and will include the reasons. Conflicts in proposed schedules shall be resolved through discussion with the supervisor, taking into consideration such factors as personal need and whether the employee was able to take leave at desired times during previous years. If such consultation fails to resolve the conflict, it shall be resolved according to seniority, based on the employee's service computation date for leave;
- b. For vacation purposes, supervisors, insofar as practical, will schedule annual leave in a manner which permits each employee, if he wishes, to take at least two (2) consecutive weeks in each year;
- c. Each employee shall be responsible for planning and making timely request for his/her annual leave for vacation purposes in accordance with his personal desires. Tentative leave schedules for vacation should be established;
- d. When applications for leave are submitted, the supervisor shall give notification of disposition within two (2) workdays; and
- e. Each supervisor shall establish a call-in chain of authority for granting emergency annual leave.

**Section 2. Union Requests.** Upon request of the Union, employees who are selected to serve in the capacity of Union Representative or Officer representing Federal employees, which would require absence from the job, may be granted annual leave or leave without pay for a period of up to one (1) year, subject to Management's consideration of mission requirements.

**Section 3. Blood Donation.** Employees are encouraged to serve as blood donors and may be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusable time will not exceed four (4) hours. Normally, an employee will donate not more than four (4) times per year including plasma donations. Exceptions to this will include agency appeals for donors, civil emergencies and rare blood types. Employees who elect

to donate for their own medical purposes may request sick leave. Blood donor leave is not appropriate for these donations.

**Section 4. Court Leave:**

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

**Section 5. Sick Leave:**

- a. Employees shall accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so that it will be available to them in case of extended illness;
- b. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties by illness or injury or in other circumstances as set forth in regulations, and the Family Medical Leave Act to include medical, dental or optical appointments or care of family members;
- c. When an employee becomes sick or incapacitated on the job, he/she shall notify the supervisor or appropriate authority;
- d. It is agreed that employees are responsible for notifying their immediate supervisor or designated supervisory representative when they are prevented from reporting to work because of an incapacitating illness or injury. Notification shall be made as soon as possible, normally within two (2) hours, after the normal starting tour of duty. Notification of absence by the employee does not confer leave approval. Any leave denial will be documented in writing and provided to the employee upon request. Supervisors or their designated representative for approval of leave will identify concerns of leave usage to employees when the employee calls in to report the absence;
- e. All employees may be required to furnish a doctor's certificate in accordance with 5 CFR § 630.401(a);

- f. Employees will submit advance requests for sick leave for doctor and dentist appointments, outpatient treatments or tests and examinations, etc. Each supervisor will establish a call in chain of authority, including a telephone number, for employees to report absences due to illness. Upon return to duty, the employee will submit an OPM-71 for approval of sick leave for the absence with any documentation required in accordance with paragraph (e) above; and
- g. An approved absence, which would otherwise be chargeable to sick leave, may be charged to annual leave if requested by the employee. The supervisor will provide written justification for any denial of such request. The Employer will consider requests for leave without pay.

**Section 6. Advanced Sick Leave and Annual Leave:**

- a. The Employer agrees to evaluate all requests for advanced sick or annual leave on the merits of the specific request and without regard to factors such as age;
- b. The Employer may approve reasonable and legitimate requests for advanced sick leave of up to thirty (30) days. Approval of annual leave is limited to the balance to be earned during the remainder of the leave year; and
- c. The Employer agrees to provide the requestor with reasons why requests are modified or refused in a timely manner.

**Section 8. Registration and Voting.** Employees scheduled to work on any election day and who are also eligible to vote in such an election may be excused without charge to leave or loss of pay as follows:

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

**Section 9. Family Medical Leave Act.** The Parties agree to be bound by the provisions of the Family Medical Leave Act to include any amendments.

**Section 10. Weather and Road Conditions:**

- a. When circumstances restrict traffic due to hazardous driving conditions, liberal annual leave may be granted to employees normally using such roads traveling to and from work;

- b. When it has been determined that the weather and road conditions dictate the closing of the installation, employees shall be informed of such closing in the most expeditious manner practicable including radio, TV, or other media; and
- c. When the installation is closed and employees are required to remain at the work station due to exigencies of work and are unable to depart they shall be compensated in accordance with applicable regulations.

**Section 11. Group Dismissals.** In the event of extreme adverse weather conditions, breakdown of equipment, environmental pollution/conditions or acts of God and the Employer has decided excused leave is in order; employees may be excused without charge to leave or loss of pay as authorized by regulations.

**Section 12. Approval of Leave and Leave Records.** Only an employee's immediate supervisor or designated supervisory representative will have authority to approve use of leave. Management representatives or employees who have been assigned duties which causes a legitimate business "need to know" will be the only individuals with access to leave records. The Parties recognize the need to maintain confidentiality of such records in accordance with Law. Under no circumstances will employees other than supervisors or designated supervisory representatives (acting supervisors) have the authority to grant leave.

**Section 13. Shutdown:**

- a. The Employer may exercise its discretion to shut down operations for all, or a portion of its activities for up to forty (40) hours in a calendar year. Employees shall be required to use annual leave, and/or leave without pay, to cover the period of the shutdown. The Employer agrees to authorize an advance of annual leave to cover the period of the shutdown, limited to the amount of annual leave that the employee would earn during the remainder of the leave year, or any combination thereof;
- b. Excluded from this provision are shutdowns of an emergency nature required by acts of God or emergency situations, such as loss of utilities, etc. Likewise, this shall not be construed to limit Management's right to lay off employees through furlough;
- c. Normally the Union will be notified at least 90 calendar days in advance for each scheduled shutdown of 8 hours or less, with a minimum of 30 calendar days additional notice for each additional day of shutdown, except in cases of extreme emergency. The period of shutdown will normally coincide with a holiday period; i.e. Christmas, Thanksgiving, Independence Day. etc. No employee will be precluded from holiday pay, if appropriate, because of use of leave during a holiday period;
- d. Employees may have their annual leave, or LWOP converted to sick leave for all or a portion of the shutdown if acceptable supporting evidence is submitted to the supervisor;

- e. In the event that a portion of the bargaining unit is needed to work during the period of the shutdown, the following procedures will apply:
  - (1) The Employer will post the staffing needs as far in advance as possible, normally not less than two (2) pay periods prior to the shutdown; and
  - (2) All employees in the needed classifications (i.e., title, series, and grade) and cost center will be given the opportunity to volunteer to work. In the case when there are more volunteers than are needed, selection of employees to work will be made in the order of seniority SCD.
- f. If there are insufficient volunteers available, employees will be assigned to work the period of the shutdown in inverse order of seniority SCD; and
- g. Employees called in to work during a shutdown period will be paid in accordance with law.

**ARTICLE 22**  
**USE OF OFFICIAL FACILITIES AND SERVICES**

**Section 1.** Use of all facilities and services provided under this Agreement shall be at the cost of the Employer, unless otherwise stated.

**Section 2. Union Office:**

- a. The Employer agrees to authorize the use of office space with bulletin board in adjacent aisle as available, at no charge to the union. In the event the office space is terminated, the Union will normally be provided a 90 calendar day notice; and
- b. Utility services, cleaning, maintenance, telephone service and equipment, including one (1) Class C line (in addition, the Union may rent or purchase other telephone services and equipment from the local commercial telephone companies) and office furnishings which are excess to the Employer will be provided. All equipment and furnishings will be reliable and up to date.

**Section 3. Official Bulletin Boards:**

- a. One-third (1/3) of the unofficial portion of the bulletin boards shall be available for use by the Union for the posting of notices and literature of the Union;
- b. The Union shall maintain its portion of each bulletin board and shall be responsible for all material posted by the Union; and
- c. Failure to meet the obligations of this Article may result in losing posting and distribution privileges.

**Section 4. Internal Mail Services.** The internal mail distribution system of the Employer shall be available for reasonable use by the Union in connection with its representational duties.

**Section 5. Conference/Meeting Facilities.** Request for the use of a conference/meeting rooms should be made to the Employer with as much advance notice as possible and is subject to the priorities of the Employer.

**Section 6.** The union shall be afforded reasonable use of the Employer's copy machines, fax machines, computers, etc. for conducting its business related to its representational duties except as otherwise identified in this Agreement. Such use will not extend to the internal business of the Union.

## **ARTICLE 23 SAFETY AND HEALTH**

**Section 1. General.** The Occupational Safety and Health Program at RIA (RIAR 385-10) shall serve as the local implementation of the policies, responsibilities, and procedures required by higher authority and Department of Labor rules and regulations, Chapter XVII of Title 29. The Employer shall make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate to that end and encourage employees to adhere to the established safety regulations and otherwise perform respective duties in a safe manner.

**Section 2. Safety and Occupational Health Advisory Council (SOHAC) Committee.** The committee is responsible for aiding in the establishment of the installation safety program and determining its adequacy, effectiveness and methods of improvement. The committee will review the personal injury experience of the installation and the potential hazards that might cause injury, and will attempt to devise ways and means to eliminate unsafe acts and to correct unsafe mechanical and physical conditions. The Union shall designate one (1) member to serve on the committee. A copy of the minutes of the meetings of this committee shall be submitted to all committee members.

### **Section 3. Workplace Inspections:**

- a. All work places will be inspected periodically by qualified safety and health personnel;
- b. Inspections will be conducted by supervisors at least quarterly, including office spaces and similar work places where there is minimal risk involved; and
- c. The Union shall be afforded the opportunity to accompany inspecting officials. Copies of all reports generated (if any) from inspections shall be forwarded to the Union. Upon receipt of a notice of unsafe or unhealthy working conditions, issued as a result of an inspection from higher headquarters, a copy of the notice will be posted, unedited, at each place such condition exists or existed. Each notice will remain posted until the unsafe or unhealthy working condition has been abated, or for three (3) working days, whichever is later.

**Section 4. Posting.** The Employer shall permanently post a Department of Labor (OSHA) poster on official bulletin boards, informing employees of protections and obligations provided for in OSHA and Executive Order 12196.

**Section 5. Facilities.** Management will make every reasonable effort to provide adequate lighting, heating, and ventilation in work areas, and normally, shall not require employees to work in overly crowded, dark, or unventilated areas. If it is determined that heat, light, ventilation, and space are not adequate in any work area, corrective action will be initiated by management within a reasonable time period and subject to available resources.

**Section 6.** In the course of performing their assigned duties, employees should be alert to unsafe practices, equipment and conditions, as well as environmental conditions in their immediate area which represents suspected health hazards. If an alleged unsafe or unhealthy condition is

observed, employees shall report it to the immediate supervisor. If the safety question is not settled at this time the matter will be referred to director/staff office chief. If the safety question remains unsettled, it will be entered into the grievance procedure at the third step.

**Section 7. Request for Inspection.** Employees and Union officials should make every effort to resolve complaints through the procedures of Section 6. However, any employee or union official who believes that an unsafe or unhealthy working condition exists in any workplace is authorized to request an inspection of the workplace by RIA Safety Office. Employees will not be subject to restraint, interference, coercion, discrimination, or reprisal by virtue of their participation in the Installation Occupational Safety and Health Program. Activities protected include the filing of reports of an unsafe or unhealthy working condition, the initiation of any proceedings under or related to this program, the exercise by such employees on their behalf, or of others, of any right afforded by OSHA and Executive Order 12196.

**Section 8. Occupational Health and Safety Training.** Management recognizes the need for training regarding occupational health and safety to ensure employee safety and a minimum loss of work-time due to injuries. Management will inform all employees of safe working habits and practices appropriate to their job. Additionally, supervisors will instruct employees in safe working habits, practices, and procedures in regard to specific job assignments.

**Section 9. Union Safety Representative.** The Employer agrees to provide safety/health training to an individual designated by the Union. When formal training is being offered locally, the Union designee will be included in the training if he/she has not had recent training of this type, (i.e., Employee Right to Know, Basic CPR, First Aid, etc.) offered within the bargaining unit, and other safety training as determined appropriate by the Parties.

**Section 10.** In accordance with applicable law and regulation, employees will receive hazard pay differential for any period in which he/she is subjected to physical hardship or hazard not usually involved in carrying out the duties of their position.

**Section 11. Employee Injuries and Illnesses:**

- a. Employees will, if physically able, report all injuries received on the job immediately to their supervisors;
- b. The RIA Worker's Compensation office shall provide employees with a CA-1 for traumatic injuries or Form CA-2 for occupational diseases. The supervisor shall release the employee to the U.S. Army Health Clinic for treatment or referral to an alternate medical facility. However, treatment of injured employees will not be delayed due to unavailability or lack of completion of the form;
- c. Employees temporarily unable to perform their regularly assigned duties because of illness or injury, but are capable of returning or remaining in duty status will, when possible, be detailed to work assignments compatible to their physical condition or their regularly assigned duties will be temporarily tailored to the physical limitations; and

- d. In the event of a work-related injury during the employee's duty hours, work time lost by the employee on the day or shift on which the injury occurred will be excused without charge to leave. If the injury disables the employee for work beyond the day when the injury occurred the employee will be advised of and assisted with the provisions of the Federal Employee's Compensation Act regarding use of leave or salary continuation by the employee's supervisor(s) or representatives from the Civilian Personnel Office.

**Section 12. Medical Examinations:**

- a. The Employer may require an employee to report for medical examination under circumstance in order to document an employee's capacity to meet physical or medical standards of the position;
- b. The employer may offer a medical examination to an employee:
  - (1) When the employee requests his/her physical or mental condition be evaluated in relationship to unacceptable performance, conduct, or leave problem; and
  - (2) When the employee has made a request for change in duty status, assignment or working conditions or other benefits based on medical reasons and the employer determines he/she cannot act further on the request without verification of the clinical findings.
- c. Payments of examination expenses and record keeping requirements will be in accordance with current regulations.

**Section 13. Health Services:**

- a. The Employer shall provide the following health services, if job related, to affected unit employees:
  - (1) Immunizations necessary to safeguard the health of employees in the course of their job-related duties;
  - (2) A physical examination to include eyes, ears, heart, lungs, and all major organ systems. Non-related physicals may be administered, subject to staffing considerations, only after all job-related physical examinations have been accomplished;
  - (3) A hearing conservation program for employees in designated hazardous noise areas, to include providing equipment conducive to noise elimination;
  - (4) Appropriate health information;
  - (5) Periodic examinations of employees whose duties expose them to physical contaminants, radiation, excessive noise or toxic agents;

- (6) Prompt medical treatment and facilities for employees who are injured or become ill on the job;
- (7) Transportation for employees who become ill or are injured on the job are subject to one of the following:
  - (a) Normally transportation will not be provided if it is reasonably evident that the nature of the employee's illness or injury is not serious and private transportation is suitable;
  - (b) Ambulance service will be available should the circumstances warrant. No injured or sick employee will remain unattended while being transferred to the hospital; and
  - (c) The U.S. Army Health Clinic shall determine whether the involved employee will be transported to a hospital. In the event these services are contracted out, these services will be subject to negotiation, as appropriate.
- b. The Employer agrees to consider and whenever reasonably possible furnish the following health services on a periodic basis for unit members requesting such services:
  - (a) Stop smoking clinics; or Smoking Cessation Clinics and Programs;
  - (b) CPR Training Program; and
  - (c) Bloodborne Pathogen Education Program.

**Section 15. Required Safety Equipment.** The Employer agrees to bear the full expense of all special tools, clothing and equipment that employees are required to use in the performance of their duties.

**Section 16.** Employees are encouraged to utilize the fitness program as specified in this Agreement.

**ARTICLE 24**  
**CONTRACTING OUT OF WORK**

**Section 1. General.** The Employer acknowledges the responsibility and benefit to involve the workforce and the Union, as the representative of the bargaining unit, to the maximum extent feasible in the contracting out of work. This will include but not be limited to the following:

- a. The Employer shall follow all relevant statues and regulations in all considerations of contracting out work;
- b. The Employer will notify the Union when plans are developed to contract out work and provide the Union with an opportunity to provide comments and suggestions;
- c. The Employer agrees to fully include the Union in any A-76 review process involving an in-house function presently performed by bargaining unit employees. This review process will include; development of a performance work statement, design of a most effective organization, and computation of the supporting cost study;
- d. The Employer will make available to the Union the opportunity to attend any A-76 training offered by the Employer;
- e. The Employer will also make full disclosure of all A-76 information (both official drafts and final copies) including the Invitations For Bid (IFB), Requests For Quotation (RFQ), or Requests For Proposal (RFP), abstract of bids, cost studies, the Department of Labor certification of the wage rates used in the A-76 cost studies, the performance work statements, relevant A-76 study milestone charts. It is recognized that Union personnel may be required to sign a non-disclosure statement to obtain access to this data;
- f. Employees will have the right of first refusal as required by the Federal Acquisition Regulation (52.207-3). Right of first refusal means that the contractor shall give government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post government employment conflict of interest standards; and
- g. The parties recognize there is an exclusive statutory appeals process for A-76 studies that result in the contracting out of in-house functions.

**Section 2 Other Outsourcing.** The Union will be allowed to participate in the process the Employer may use to determine if an external vendor will perform work not presently being done by bargaining unit employees. Such services may have to be performed through such external means because of time constraints, the availability of in-house manpower, the lack of in-house expertise, introduction of a new technology or resourcing limitations. If bargaining unit positions are jeopardized due to changes in work processes or the way services are performed as a result of a contracted service coordination with the Union will be made and impact and implementation bargaining will be done before the contracted service begin.

## **ARTICLE 25**

### **TRAVEL**

**Section 1. Travel Conditions.** The parties recognize that official travel is necessary to promote and complete the mission. All official travel requirements will be in accordance with the DoD Joint Travel Regulation and applicable regulations.

**Section 2. Travel Time.** To the maximum extent practicable, no employee will be required to travel during non-duty hours. In the event non-regular working hour (non duty) travel is directed, the supervisor or directing official will, upon written request from the employee, furnish a written statement of the reasons for ordering such non-duty travel. When an employee is required to travel during non-duty hours, the employee will be compensated in accordance with the Law.

**Section 3. Scheduling Considerations.** An employee on temporary duty may delay his return until the following morning if the purpose is to avoid at least three (3) hours of travel during non-duty time. Travel on an earlier or later workday to avoid travel on a non-workday, or travel outside of scheduled official duty-time and solely for the convenience of the traveler will not be a basis for extending a period of official travel per diem allowance or other travel status purposes.

**Section 4. Notice for Travel.** Employees will be given the maximum amount of advance notice that mission requirements allow.

**Section 5. Submission of Travel Vouchers.** Travel vouchers will be submitted in accordance with guidelines established by higher authority. The Employer may request receipts for any amount when a travel claim is expected to be fraudulent.

**Section 6. OCONUS Rest Period.** Employees required to travel TDY OCONUS and who have a return flight time or travel time exceeding fourteen (14) hours will be afforded a rest period not to exceed eighteen (18) hours.

**Section 7. Compensatory Time for Travel.** Employees earn compensatory time off for travel for time spent in a travel status when the employee is not otherwise being compensated in accordance with 5 CFR 550.1404. This includes:

- a. Time spent traveling between the official duty station and a temporary duty station;
- b. Time spent traveling between the two temporary duty stations;
- c. The usual wait time, up to 2 hours, that precedes (waiting for initial flight) or interrupts such travel (waiting for connecting flights); and
- d. The travel compensatory time ends when the traveler reaches their temporary duty station or lodging, whichever occurs first.

## **ARTICLE 26 TRAINING**

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

**Section 2. Training Programs.** The Employer is responsible for establishing training programs to improve employee efficiency, utilization and career development to the maximum extent practicable. The Employer shall consider views expressed by the Union regarding present and future programs, problem areas and/or Union suggested programs. The Employer shall determine whether any training course or program will be beneficial in terms of job performance and mission requirements.

**Section 3. Selection Criteria.** When training is to be given to some, but not all employees in a given occupational or organizational group or level, selection will be fair and equitable and should be based upon the following considerations:

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

**Section 4. Employee/Instructor.** Before assigning an employee to training a new employee the supervisor, in keeping with good management practices, should consider the time utilized by the employee/instructor in accomplishing a training assignment. Whenever the supervisor determines it necessary, assistance will be provided to an employee/instructor to meet his/her workload requirements.

**Section 5. Scheduling of Training.** It shall be a matter of interest and concern for the Employer that appropriate training courses, seminars, conferences and meetings be scheduled during duty hours if practicable whenever such training is required in the performance of official duties or directed by management.

**Section 6. Training Applicability.** Mandatory attendance at any resident school will be in accordance with approved regulations.

**Section 7. Reimbursement Considerations.** Partial or full reimbursement, if approved, will be in accordance with existing policies and regulations.

**Section 8. Excused Absence.** One (1) hour of excused absence may be granted to an employee on the last day of a training course conducted locally. Any time remaining in the employee's tour of duty after this 1 hour of excused absence will either be worked or covered as annual leave.

**ARTICLE 27**  
**POSITION DESCRIPTIONS**

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

**Section 2. Reclassification.** The Union recognizes the right of the Employer to assign work in accordance with law and regulation. In exercising the authority to assign work, the Employer agrees to provide the Union with copies of position descriptions for encumbered positions which change the following:

- a. Grade controlling duties, (i.e., increase/decrease);
- b. The employee's eligibility for inclusion in the bargaining unit; and
- c. Conditions of Employment, (i.e., a worldwide mobility requirement, performance of recurring travel, and the designation of the position as "Emergency Essential").

**Section 3. Pay Equitability.** All employees shall be paid equitably and pay rates shall bear a direct relationship to the level of skill and responsibility of the work performed.

**Section 4. Job Description Accuracy.** Position description will be reviewed annually by the supervisor at the time the performance appraisal is completed. Questions of fact regarding the accuracy of an employee's official assigned job description should be resolved between the employee and his/her immediate supervisor. Where necessary, a decision involving current and future duties and responsibilities of the position will be made by the Director, ACC-RI and their decision will be final.

**Section 5. Classification Appeal.** Employees may seek the adjustment of the pay category, title, series, or grade of their assigned position by using any channel described in governing regulations.

**ARTICLE 28**  
**ORIENTATION OF NEW EMPLOYEES**

**Section 1.** All new employees shall be informed by the Employer that the Union is the exclusive representative of employees in the unit. The Employer shall provide each new employee with the information on how to access a copy of this Agreement (either electronic or hard copy) and advise them of their rights under Article 5. The copy of the Agreement will include an introductory letter, provided by the Union, which introduces the employee to the Union and its role in the labor force. This letter will be on Union letterhead and signed by the Vice President of the Union or his/her designated representative.

**Section 2.** The Union will be invited to introduce themselves at Intern and/or New Employee Boot camps and Orientations. The purpose of this introduction is to inform new employees of the role of the Union and will not be in any way a membership drive or recruitment.

**ARTICLE 29**  
**PARKING**

**Section 1.** Reserved parking spaces will be assigned and maintained in accordance with the U.S. Army Garrison's reserved parking policy. The employer will meet and confer with the Union prior to any changes in parking or traffic regulation directly impacting bargaining unit employees.

**ARTICLE 30**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1. Policy.** In accordance with the policies and procedures of law and regulation, the Parties shall not condone sexual harassment or discrimination in any form. The Parties agree to cooperate in a positive and continuing effort to ensure equal employment opportunity for all employees and to prohibit discrimination.

**Section 2. EEO Advisory Council.** If the Employer establishes an EEO Advisory Council, the Union will be allowed one (1) member to serve on the council.

**Section 3. EEO Counselors:**

- a. An employee may volunteer and be designated to informally resolve problems involving discrimination and to provide counsel and assistance to other employees on complaints, problems and questions related to EEO with emphasis on informal and timely resolution, and to report on EEO matters and furnish recommendations on the EEO Program to the Employer; and
- b. If a Union official, other than one involved only in internal management of the Union, is nominated and selected as an EEO Counselor, the official must resolve any potential conflict of interest by choosing either to retain the Union office or to resign and accept the EEO Counselor position.

**Section 4. Training and Job Performance.** Nomination and selection of employees to participate in training and career development programs and courses shall be made without regard to race, color, religion, sex, physical/mental handicap, national origin, sexual orientation or age. To the maximum extent possible, handicaps of individuals will be accommodated to allow them access to training to enhance their opportunity for career development and promotions to assure their effective performance on their jobs.

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

**Section 6. Representation.** An employee discussing a problem of alleged discrimination at any step of the EEO Complaint Procedure has the right to be accompanied by a representative, if the employee so desires.

**ARTICLE 31**  
**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**Section 1.** The Employer agrees to continue to administer an Employee Assistance Program (EAP) for employees in the bargaining unit in accordance with applicable law and regulations.

- a. The Employer shall post its written policy on the Employee Assistance Program on official bulletin boards. The Parties agree that no stigma shall be associated with employees participating in the program; and
- b. The Employer shall maintain an up to date listing of community facilities for treatment of medical/behavioral problems.

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

- a. Prevent substance abuse and mental illness;
- b. Identify substance abuse and mentally troubled employees or employees with potential for such problems; and
- c. Restore employees to effective duty.

**Section 3. Employee Participation:**

- a. Employees may be referred to the program by the Employer, the Union, themselves or other employees. Individual employee participation in the program shall be voluntary. A manager/supervisor who suspects that an employee is under the influence of alcohol or drugs, which in the opinion of the manager/supervisor could impair the performance of the employee or fellow employees, may direct the employee to report to the U.S. Army Health Clinic for evaluation or request an on-site visit of an EAP counselor. In the event that the Employer determines that the employee is not fit for the safe and efficient performance of official duties, based upon medical evaluation, the employee will be removed from official duty status and for the remainder of the employee's work shift will be carried in an appropriate leave status. Employees who report for duty under the influence of an intoxicant may be subject to the appropriate disciplinary action IAW RIAR 690-5 and AR 690-700;
- b. Employees under an initial proposal of disciplinary or adverse action shall be afforded the opportunity to participate in the Employee Assistance Program if they have a drug, alcohol or other addiction concern. A participant, who agrees to participate in a formal treatment program coordinated through the EAP may request a disciplinary action be held pending successful completion of the program. Successful completion will be considered in any proposed disciplinary action. If the employee's performance or conduct while participating in the program is unsuccessful and/or the employee's participation in the program is unsuccessful, the disciplinary action will be reinstated;

- c. Employees have the right to the representative of their choice in the initial consultation meetings with the Employee Assistance Program counselors, provided the employee signs Consent of Disclosure form. Representatives at subsequent therapy sessions may be approved by the Employee Assistance Program counselor with the written consent of the employee. The Employee Assistance Program shall be designed so that employee success can be realistically achieved. Every reasonable effort to rehabilitate the affected employee will be made; and
  
- d. Employees seeking assistance from the EAP office may do so on official duty time. In so doing, the employee must obtain permission of the supervisor prior to leaving the work site. When requesting permission, the employee is not required to disclose the nature of the visit, but must disclose the destination and duration, if known, of the visit. The Parties recognize that some situations are of such a personal nature to the employee, that the employee desires and deserves strict confidentiality. The EAP Office agrees to respect that confidentiality, and will not disclose such discussions with the supervisor without the employee's express written consent except when the EAP counselor determines that confidentiality may result in danger to an individual or to the employee or if child or elder abuse are disclosed. In accordance with the law, if the employee chooses to visit the EAP office on other than official duty time, the employee does not need to notify the supervisor unless he/she wishes to do so. The EAP office will keep these non-duty hour meetings confidential except as above.

**ARTICLE 32**  
**TELEWORK**

**Section 1. General.**

- a. ACC-RI agrees to implement a telework program in accordance with Federal Regulations and higher headquarter policies and guidelines; and
- b. ACC-RI supports telework as a tool to accomplish the mission when it is determined that the work arrangements provide a benefit to the Government.

## **ARTICLE 33 EMPLOYEE RECORDS**

**Section 1.** The Employer shall maintain the employee's personnel records and be responsible for all entries made therein. This includes records of employment regarding training, awards, promotions, counseling's, disciplinary or adverse actions, and other personnel related matters.

**Section 2.** Employees shall be notified by the Employer of any entry that may be adverse to the employee and will be documented in an official personnel record. If a disagreement arises between the employee and the supervisor regarding an official record, the employee may file a grievance through the negotiated grievance procedure.

**Section 3.** The Parties understand that the official personnel file (OPF) and the supervisory personnel file is subject to the provisions of the Privacy Act.

### **Section 4:**

- a. Time limits for derogatory information will be as defined below:
  - (1) Documents required by law, rule or regulation, to remain in the file (i.e., Adverse Actions) will not be removed;
  - (2) Documents with expiration dates will be removed upon expiration (i.e., Formal Reprimands);
  - (3) Documents related to attendance problems, exclusive of leave restrictions which have no expiration dates, will be removed after one (1) year if there has been no reoccurrence;
  - (4) Documents related to performance, other than the official performance plan and appraisal, will be removed upon the expiration of the Annual Rating Period to which they pertain; and
  - (5) All other documents will be removed in accordance with the provisions of Article 14.
- b. Although the Parties recognize that copies of records may be needed for administrative purposes (i.e. personnel matters, employee requests, grievances), the supervisory chain of the employee may maintain only one (1) such record. This record will be maintained by the employee's immediate supervisor and will be readily accessible for employee review.

**Section 5.** Employees will be afforded the right to review and/or obtain copies of their personnel records and annotated attachments upon request to the supervisor.

**ARTICLE 34  
CHILD CARE**

**Section 1.** The hours of the Child Development Centers, Child Development Home and School Age/Youth Center located at Rock Island Arsenal will not change unless prior notification is made to the Union under the procedures in Article 10 of this Agreement prior to the change. Hours may require changing due to mission requirements of the tenants and organizations on Rock Island Arsenal or by direction of higher authority.

**Section 2.** Placement and displacement of civilian and military dependants will be in accordance with AR 608-10.

**Section 3.** In the event of a Reduction in Force (RIF), transfer of function or furlough of a bargaining unit employee, the enrollment status of their child at the Child Development Centers, Child Development Home and School Age/Youth Center and will be affected as follows:

- a. If employment is terminated either due to RIF transfer of function, furlough, etc., the affected parent can elect to continue with the Child Development Centers, Child Development Home and School Age/Youth Center for a minimum of thirty (30) days after the effective date of the termination; and
- b. Currently, if employment is terminated either due to RIF, transfer of function, furlough, etc., and a retraining program is authorized for employees, affected employees who have children enrolled in the Child Development Centers, Child Development Home and School Age/Youth Center cannot elect to continue their enrollment through the time of the retraining. However, the Parties agree that in the event of a change to the current law, rule or regulation, such rule will govern the result of that change.

**ARTICLE 35**  
**INCENTIVE AWARDS**

**Section 1.** The Employer agrees that the Incentive Awards Program will be operated in manner so as to assure that all employees are treated in a consistent and equitable.

**ARTICLE 36**  
**EFFECTIVE DATE AND DURATION OF AGREEMENT**

**Section 1.** In accordance with Title 5 U.S.C. § 7114 (c), the Agreement between the Parties will be submitted to higher authority to determine compliance with applicable published laws, regulations, or published policies. The Parties will meet and negotiate the required changes in the Agreement. This Agreement will become effective upon approval, or absence of disapproval. Disapproval of certain portions will not prevent the rest of the Agreement from becoming effective.

**Section 2.** The Agreement shall be binding upon the Employer and the Union for a period of three (3) years from the effective date. The Agreement shall be renewed for an additional one (1) year period unless between 105 and 60 calendar days prior to the third anniversary date, either Party gives written notice to the other of its desire to renegotiate the Agreement. If neither Party gives timely notice in accordance with (a) above, this Agreement shall be automatically renewed for one (1) additional year or any anniversary date thereafter.

**Section 3.** This Agreement may be amended and/or supplemented in accordance with Article 9, Matters Appropriate for Negotiations, and Article 10, Procedures for Negotiations, during the term of the Agreement. Amendments and supplements to this Agreement shall remain effective concurrent with this Agreement.

**Section 4.** The articles and sections of this Agreement may be reopened for amendment(s) by mutual consent of both Parties. Requests for such amendment(s) by either Party shall include a written summary of the amendment(s) and provide reasonable time fifteen (15) workdays after receipt of such notice to discuss the proposed amendment(s). If the Parties mutually agree that opening of the Agreement is warranted, they shall arrange to begin negotiations on a mutually agreed date. No changes other than the agreed upon amendment(s) shall be considered during negotiations.

**Section 5.** The Agreement will be distributed to all bargaining unit employees within forty-five (45) calendar days after approval by higher authority or the completion of negotiations of any required changes. Expense for publication and distribution shall be borne by the Employer.

**Section 6.** All other Agreements which predate this Agreement shall be considered null and void unless specifically renewed by agreement of the Parties.