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PREAMBLE

The purpose and intent of the agreement is to unite the Employer, the Union, and the employees to work as a team, to establish a solid relationship among the three.

Both the employer and the Union will abide by a policy of nondiscrimination in the area of employment and Union membership. Employment or membership will not be influenced in any manner because of race, religion, color, creed, national origin, marital status, sex, age, or lawful political affiliation or activities, handicapped condition, preferential or nonpreferential Civil Service status.

The employer and the Union agree to expend every effort to assure that the purpose and intent of the agreement is adhered to at all times, by all concerned.

ARTICLE 1

PARTIES TO THE AGREEMENT

The basic Agreement as may be executed hereunder from time to time, constitutes a collective bargaining agreement by and between the Department of the Army organization of the Iowa Army Ammunition Plant (Abbreviated as IAAAP in the remainder of the agreement), Middletown, Iowa, hereinafter referred to as the Employer, and the American Federation of Government Employees, AFL-CIO, Middletown, Iowa, Army Local No. 2826, hereinafter referred to as the Union. The Union was granted exclusive recognition under Executive Order 10988, on 22 April 1968. The recognition was amended in Case No. DE-AC 20005 on December 3, 1991. Professional employees of Iowa Army Ammunition Plant were included in the bargaining unit in Case No Ch-RP-90017, dated 26 May 1999.

ARTICLE 2

RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer recognizes the Union as the exclusive bargaining agent under the provisions of 5 USC, Chapter 71, for the employees described in Section 2 of this article. The Union recognizes its responsibility to represent the interest of the employees with respect to personnel policies or practices and procedures as set forth in 5 USC, Chapter 71, or other matters affecting their general working conditions without discrimination and without regard to employee organization membership.

Section 2. The unit to which the agreement is applicable consists of all nonprofessional and professional General Schedule (GS) employees of the Iowa Army Ammunition Plant, Middletown, Iowa excluding management officials; supervisors; and employees described in 5 USC 7112 (b) (2), (3), (4), (6), and (7).

ARTICLE 3

INDUSTRIAL DISPUTES AND CIVIL DISORDERS

Section 1. Employees in the unit are responsible for not taking sides or becoming personally involved in an industrial dispute between the management and employees of the official establishment or plant to which they are assigned. They are also responsible during plant strike periods for reporting to work as scheduled and performing assigned duties unless otherwise directed by their supervisor. The affected employee will be notified prior to the strike of the arrangements which have been

made. If the plant strike is effected without prior notice and the employee is confronted with a picket line in reporting to work, he/she shall approach the line, produce proper identification, state his/her responsibility for reporting to work, and request that he/she be allowed access. If access is refused, the employee shall leave the picket line area and promptly report the facts to his/her supervisor by phone. The supervisor shall remain cognizant of the employee's safety in any instructions he/she might give.

Section 2. Any employee who believes his/her personal safety may be in jeopardy because of civil disorders in the area of his/her assignment shall contact his/her supervisor for advice and guidance before his/her scheduled starting time. If the supervisor has prior knowledge of civil disorders within his/her area of responsibility, he/she shall advise the involved subordinates as to what action they should take.

#### ARTICLE 4

##### DURATION OF AGREEMENT

Section 1. In accordance with 5 USC 7114 (c), the agreement between the parties will be submitted to higher authority to determine compliance with applicable published laws, regulations, and policies. Where violation of laws, regulations, or published policies of higher echelon are found, higher echelon will advise the Commander, Iowa Army Ammunition Plant, of the specific decision of higher agency review. The parties will meet and negotiate the required changes in the agreement.

Section 2. This agreement shall remain in full force and effect for 3 years from the date approved by higher echelon or 31<sup>st</sup> day after the parties have locally executed the agreement, whichever is earlier.

Section 3. The termination date of the agreement shall be considered to be 12:01 a.m. on the anniversary of the date identified by Section 2.

Section 4. Notification. Either party may give written notice to the other, not more than 105 days, or less than 60 days prior to the termination date of this agreement, or any anniversary date thereafter, of its intention to terminate, amend and/or supplement this agreement, or any part thereof. If such notice indicates intention to amend or supplement the agreement and such negotiations are in progress, but completion at the local level has not been accomplished by the expiration date, this agreement shall be extended as mutually agreed upon by the parties.

Section 5. Renewal. If neither party gives timely notice, this

agreement shall be automatically renewed for 1 additional year from the termination date or any anniversary date thereafter.

Section 6. Reopener. The articles or sections of the agreement may be opened for amendment (s) by mutual consent of the parties. Request for such amendment (s) by either party shall include a written summary of the amendment (s) and the reasonable time (15 workdays) after receipt of such notice to negotiate the proposed amendment (s).

## ARTICLE 5

### PURPOSES, POLICIES, AND PRINCIPLES

Section 1. The intent of the Employer and the Union is to promote and improve the efficient administration of the IAAAP and well being of the employees within the meaning of 5 USC, Chapter 71, to establish a basic understanding relative to personnel policies, practices and procedures set forth in 5 USC Chapter 71 and matters affecting all conditions of employment that are within the discretion of the Employer; and to provide a means for amicable discussion and adjustment to matters of mutual interest to both the Employer and the Union.

Section 2. Participation of the Union in the formulation and implementation of IAAAP personnel policies, practices and procedures as set forth in 5 USC, Chapter 71, contributes to the successful discharge of the responsibilities of the Employer. Prior to implementation of changes to personnel policies and practices and conditions of employment, the Employer shall notify the Union.

Section 3. The Employer and the Union agree that no employee and no one seeking employment shall be required as a condition of employment to join or refrain from joining the Union. Union membership shall not be discouraged by anyone acting in a supervisory or other capacity for the Employer. New employees will be accepted without discrimination as to race, religion, color, national origin, creed, marital status, sex, age, lawful political activities, or handicapped condition.

Section 4. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 5. The Employer and the Union agree that nothing in the article diminishes in any way the option of the employees to exercise their rights under 5 USC, Chapter 71.

Section 6. In the administration of all matters covered by the agreement, officials and employees are governed by existing laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequent published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of controlling agreement at a higher agency level. When the Employer becomes aware of such a change in regulatory media, the Union president, or his/her representative will be supplied a copy of the document causing the conflict.

## ARTICLE 6

### ADMINISTRATIVE LEAVE FOR REPRESENTATIVES OF THE UNION

The Employer agrees to excuse without charge to leave not more than two Union representatives for attendance at a training session sponsored by their organization provided the subject matter of such training is of mutual concern to the Employer and the employee in his/her capacity as an organization representative; and the Employer's interest will be served by the employee's attendance. Administrative leave for this purpose will cover only such portions of a training session as meet the foregoing criteria, and will normally not exceed 10 hours (or one duty day) for any individual within a 12-month period.

## ARTICLE 7

### REPRODUCTION AND DISTRIBUTION OF AGREEMENT

The Employer agrees to furnish sufficient copies of the agreement to the Union for distribution to all of the employees in the bargaining unit. The distribution will be completed within a reasonable period of time after the agreement is signed by the Employer, the Union, formally executed by the Commanding Officer of IAAAP, and approved by higher echelon in accordance with Article 4, Section 1. The cost of such reproduction and distribution will be borne by the Employer.

## ARTICLE 8

### DETAILS

Section 1. A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to his/her regular duties at the end of the period.

Section 2. Employees may be detailed to positions of the same grade, lower grade, higher grade or to unclassified duties. (Unclassified duties may include a detail to function.)

- a. Details to positions of a higher grade in excess of thirty (30) days will be reported on a Request for Personnel Action (RPA) and maintained as permanent record in the Official Personnel Folder.
- b. Details to positions of the same grade, lower grade or to unclassified duties in excess of 120 days will be documented on a RPA, and maintained in the Official Personnel Folder.
- c. Details to a position which is either an identical additional position or a position, the same grade, series code and basic duties as the position as which the employee is regularly assigned will not require a RPA.

Section 3. The Employer agrees that official details within offices and divisions and between offices and divisions will be on a fair and equitable basis, consistent with employee qualifications and the IAAAP requirements. Records will be maintained of the official detailed time to positions of higher grade. Consecutive details of 1 pay period or more will be recorded on the local employee record card at the time detail is performed and such details, where practicable, will be rotated among well qualified employees.

ARTICLE 9

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 1. Management officials of the Employer retain the right in accordance with 5 USC 7106:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws:
  - 1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - 2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- c. With respect to filling positions, to make selections for appointments from:
  - 1) Among properly ranked and certified candidates for promotion; or
  - 2) Any other appropriate source; and
- d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this section shall preclude any agency and any labor organization from negotiating:

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

Section 3. The Employer shall consult and/or negotiate as appropriate all change in IAAAP personnel policies, practices, procedures and matters affecting the working conditions of the employees in the bargaining unit prior to implementation of contemplated changes.

#### ARTICLE 10

##### RETIREMENT COUNSELING

The parties recognize that retirement/benefit counseling is the responsibility of Army Benefit Center, FT Riley, Kansas. However, employer agrees that employees may participate in retirement informational sessions that may be sponsored by RIA CPAC, prior to anticipated retirement.

#### ARTICLE 11

##### HOURS OF WORK AND BASIC WORKWEEK

Section 1.

- a. Tour of duty means the hours of a day and the days of the week that constitutes an employee's regularly scheduled workweek.
- b. Workweek refers to the days of the week on which work is scheduled.

Section 2.

- a. The employer may establish other tours of duty. The Employer agrees to meet and discuss the reasons why changes are being proposed and to solicit the views and opinions from the union prior to making any such changes.
- b. The Employer may determine to establish a 5 day (40 hr) workweek for all or a portion of the workforce.
- c. Unit employees shall be notified to the establishment of, or changes to, a tour of duty. There will be a minimum 16 workday notification to employees prior to implementing the change in tour of duty.

Section 3. The parties recognize that to meet mission responsibilities, it may be necessary for the Employer to establish an irregular temporary tour of duty. If it is necessary to establish such tour of duty for all or a portion of the workforce, volunteers will be solicited from among qualified

employees. The 16 workday notification to employees, in section 2 c above, does not apply to this section.

Section 4. If the Employer determines to establish a 3-shift operation, the Union shall be notified and the parties may negotiate as appropriate.

Section 5. A single or double shift operation will normally consist of 10 1/2 hours, including a 30 minute, unpaid lunch period.

Section 6.

- a. A rest period, not to exceed 10 minutes during each five hours of continuous work will be allowed for the employees.
- b. Normally, rest periods will be determined between the supervisor and the employee, however, in consideration of work and productivity the supervisor may designate when rest periods may be taken.

Section 7. The Employer agrees that no employee will be required to remain past the end of his/her regular tour of duty for the purpose of cleaning his/her designated work area unless he/she remains in a pay status. All employees may be permitted a reasonable amount of cleaning time at the end of their regular tour of duty when determined necessary by the Employer.

Section 8. Assigned shifts may be traded with the approval of the supervisor.

Section 9. Seniority will be used to determine assignment to shifts among qualified employees. Service Computation Date (SCD) will be used to determine seniority.

Section 10. Holidays falling on a day for which work is not scheduled will be observed as follows. When a holiday falls on Sunday, the first regularly scheduled workday following the Sunday holiday is the employee's in-lieu of holiday. When the holiday is not on Sunday, the last regularly scheduled workday preceding the holiday is the employee's in-lieu of holiday.

## ARTICLE 12

### UNION REPRESENTATION

Section 1. The Employer agrees to recognize a President and a reasonable number of officers duly authorized by the Union, which shall be the minimum number required to assure each employee ready access to an officer on his/her work shift and at his/her work location.

Section 2. The Employer agrees to grant, without charge to leave or loss of pay, a reasonable amount of duty time for the Union officers, to perform their representational duties for the Union.

Section 3. The Union agrees to inform the Employer in writing, on a current basis no less than annually of the officers. The names and organizational locations of duly elected officers of the Union will be posted on official bulletin boards.

Section 4. The Union agrees that the duly elected officers will request permission from their immediate supervisors before proceeding to perform representational duties within the unit. Any dispute arising from a supervisor's denial of permission to an officer shall be subject to the grievance procedure.

Section 5. The Union agrees that the officers may receive and investigate, but shall not solicit, complaints or grievances from the employees.

Section 6. The Union agrees that the officers will make every effort to perform their representational duties in a proper and expeditious manner.

Section 7. The Employer agrees that the duly elected officers of the Union shall be permitted to perform representational duties for the entire unit.

Section 8. The employer agrees, subject to applicable security and safety restrictions, that officers and representatives of the American Federation of Government Employees (AFL-CIO) at the national level will be permitted to visit the unit for the purpose of their representational duties under the terms of the agreement.

Section 9. The Union agrees that representational duties are those duties performed in relation to matters of mutual concern to both the Employer and the Union, are not specifically excluded from such action by 5 USC, Chapter 71, and need not necessarily be defined under the terms of the agreement.

Section 10. The Union shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or general condition of employment; or
- b. Any examinations of an employee in the unit by a representative of the Employer in connection with an investigation if:
  - i. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - ii. The employee requests representation.

### ARTICLE 13

#### OVERTIME, HOLIDAY AND PREMIUM TIME

Section 1. The Employer agrees that when overtime, holiday or premium time work is authorized for a particular division or office of the IAAAP, the employees assigned to that division or office in the classification required will be given the first opportunity to work. If there still is not a sufficient number of these employees available, the next consideration will be given to employees in the classification required assigned to other divisions and offices other than the division or office in which time is authorized. The order of selection of employees to work will be in accordance with the provisions of Section 2, of this article, and employees selected must be qualified to perform the work.

Section 2. The Employer agrees that the assignment of work will be made in a fair and equitable manner. Employees of the unit will be given preference for and will be selected to work by the following method:

- a. Upon approval of the agreement, seniority lists will be established for each job classification within the division or office. The lists shall constitute rosters for the purpose of initial assignment.
- b. The employee in the classification required with the least amount of time worked on the roster, appropriate for

consideration, will be the next employee offered the opportunity to work. If the employee works, he/she will be credited with the number of hours for which he/she was paid.

If the employee declines to work he/she will be charged with the same amount of hours for which the employee would have been paid. Holiday hours will be recorded as 1 hour for 1 hour, and overtime will be recorded as 1.5 hours for 1 hour period.

- c. When a new employee enters on duty in the IAAAP and becomes a member of the unit, his/her name will be entered on the appropriate roster in the proper seniority sequence; and he/she will automatically charged with the same number of hours as though he/she had worked them, as the employee on the roster with the greatest number of hours worked.
- d. An employee, who fails to work after accepting the offer to work, will be credited with refusing 3 working days. Employees who have been directed or have agreed to work overtime in accordance with this agreement, but fail to report to work at the assigned overtime shift, must report within 1/2 hour after the beginning of the shift to their supervisor, stating the reason of the inability to work their assigned overtime shift. If the employee does not call in or have an appropriate reason, he/she will then be denied his/her turn to overtime the next time he/she becomes eligible for overtime assignment. Failure to report for overtime may be the basis for disciplinary action.
- e. Upon request, the Employer agrees to furnish to a Union official access to an employee's record of hours worked and/or refused.
- f. A detailed employee will maintain standing on the original overtime roster and will enter the overtime roster of the detailed position per section 2c of this article. In the case that overtime is offered in both job classifications for the same work hours, management will designate which job classification the employee will be assigned and the other roster will be annotated as refused.

Section 3. Notice of overtime will be given to the employees as expeditiously as possible.

Section 4. All seniority lists used throughout this article shall be established by Service Computation Date (SCD).

Section 5. It is mutually agreed that the employees eligible for work while on approved annual and sick leave will be charged with the time they would have received. These employees will retain their standing on the overtime list and will be offered overtime when their name is again reached on the roster.

Section 6. The Employer agrees that if an employee is called back to work after he/she has completed his daily tour and had left his/her place of employment or outside the hours of his regular tour on a holiday, or on one of his/her scheduled non-workdays, he/she will be paid 2 hours at the overtime rate appropriate for his/her grade, regardless of the actual time worked if less than 2 hours.

Section 7. The Employer may direct an employee to work as may be required by emergency situations which prevent normal selections for assignment.

Section 8. Individual employees will not be forced to work overtime against their expressed desires as 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, starting with the junior employee of the approved seniority list who is qualified to do the work.

#### ARTICLE 14

Intentionally left blank.

## ARTICLE 15

### USE OF OFFICIAL FACILITIES

Section 1. The Employer agrees that the Union will be granted permission to use official space on non-duty hours of employees involved. The Union recognizes that it is responsible for exercising reasonable care during the use and for necessary cleaning after the use of such facilities.

Section 2. The Employer agrees to permit the use of the office space, if available, during duty hours for use by the Union in performing such representational Union business as will not conflict with the performance of mission requirements.

Section 3. The Employer agrees that the Union may distribute literature and general correspondence through IAAAP interoffice distribution and E-mail.

Section 4. The Employer agrees that the Union will be provided use of bulletin boards in the IAAAP. The Union agrees that items placed on these bulletin boards will conform to pertinent regulations.

Section 5. Upon request, the Employer agrees to provide the Union access to established office facilities and services for the conduct of representational business insofar as they are consistent with 5 USC 71, and applicable laws and regulations and this Agreement.

## ARTICLE 16

### INFORMATION PROVIDED THE UNION

The Employer agrees to furnish the Union a list by service computation date, name, position title, grade and organizational assignment of all employees who are members of the unit as of the last day of the month in which the agreement is executed by the commanding officer, IAAAP, or his/her designee, and semiannually thereafter upon written request by the Union. If the Union desires any additional listings it will make the request, in writing, to the Civilian Personnel Advisory Center, with reasons for consideration.

## ARTICLE 17

### MORALE

Section 1. The Employer and the Union agree that good morale is a leading factor in maintaining unity, understanding, and a sense of belonging between the Employer and the employees of the unit.

Section 2. It is further agreed that no employee should be publicly reprimanded. If the need arises for a reprimand, it will be given privately.

Section 3. It is further agreed that periodic meeting shall be held between employees and immediate supervisors to inform employees of proposed changes, training to be given, discussions on how to improve the efficiency of the unit.

## ARTICLE 18

### HEALTH AND SAFETY

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal, state and local laws and regulations relating to the safety and health of its employees. All employees, supervisors and management officials are responsible for prompt reporting of observed unsafe conditions.

Section 2. The Employer agrees to compile and maintain a record of all accidents or reported possible causes of potential accidents.

Section 3. The Employer hereby agrees to maintain an occupational health program and provide emergency diagnosis and first-aid treatment of injury or illness that become necessary during working hours.

Section 4. Conditions determined by the Employer through the Safety Officer to be detrimental to health and safety will be controlled by removal of the condition, correcting the condition, or adequately protecting employees from the condition with personal protective equipment. If a question arises as to the objection of the employee to perform work which the employee considers to be unsafe or hazardous, then the matter shall be immediately referred to the Safety Officer by the Employer for determination. If no agreement is reached after consultation with the Safety Officer, the matter may be raised through the grievance procedure.

Section 5. A list of safety suggestions made by employees which are not carried out in a reasonable length of time, or to the satisfaction of the employee making the suggestions, will be supplied to the Union President of the Union upon written request by the Union.

Section 6. The Employer will notify the employees of the options and benefits under the Federal Employees' Compensation Act.

Section 7. The Employer's safety officer will be available for consultation to the Union regarding safety matters.

Section 8. The Parties recognize that smoking may be a hazard for smokers and non-smokers alike. The Parties agree to the following:

- a. No smoking will be authorized in any building or workplace located at the Iowa Ammunition Plant.
- b. The employer will provide one (1) bus type shelter that has been determined to be excess to its needs as the one designated smoking area established for the Administrative building. The shelter will be located in a mutually agreeable location in former ACO parking lot (located near the southwest wing of the Main Administration Building).
- c. The employees of IAAAP shall be authorized to utilize the outdoor smoking areas established by the contractor. The parties agree that the outdoor smoking areas established by the contractor are under the contractor's control and no further negotiations are necessary if they are changed, eliminated or otherwise adjusted.
- d. All other outside smoking must be 50 feet from an entrance or exit.
- e. Employees using the designated smoking area will be expected to use the employer provided butt cans and otherwise maintain the area in an acceptable manner.
- f. Any changes to the designated smoking areas which have been established by the Employer under this agreement must be negotiated.
- g. The Employer agrees to maintain an employee break room and negotiate as appropriate on the need to change or modify the location of such room.

## ARTICLE 19

### LEAVE

Section 1. The Employer agrees that employees shall earn annual leave in accordance with applicable laws and regulations. When annual leave is requested in advance, approval shall be based upon the needs of the activity and full consideration of the employee's request. Employees are to schedule annual leave no more than 1 year in advance. Annual leave for emergency reasons shall be considered for approval on an individual basis.

Section 2. The Employer agrees that employees shall earn sick leave in accordance with applicable laws and regulations. Approval of sick leave may be granted to employees when they are incapacitated for the performance of their duties when notification is received by their immediate supervisor (or someone who is delegated to receive such a report) as soon as possible, but not later than two hours after the beginning of their shift.

Section 3. Sick leave shall be requested in advance for visits to physicians and surgeons, dentists, practitioners, opticians, and for the purpose of securing diagnostic examination, x-rays and treatments. The employee shall advise his/her supervisor with as much advance notice as possible. Whenever possible such exams should be scheduled on non-workdays or outside normal duty hours. Supervisors will advise employees of leave approval or disapproval in advance of the appointment.

Section 4. Employees shall not be required to furnish a doctor's certificate to substantiate requests for approved sick leave unless sick leave exceeds 3 days continuous duration, except in cases where the Employer has given official written notice to an employee that he or she is suspected of having abused sick leave privileges and must furnish a doctor(s) certificate for each absence from work which is claimed as sick leave. All cases requiring a doctor's certificate for each absence shall be reviewed each 90 days by division or office chief to determine if the restriction can be eliminated. When a restriction is to be continued, the employee will be counseled by his/her division or office chief and so informed. At the same time a representative may, if requested, accompany the employee. When it has been determined by the division or office chief that the restriction is no longer necessary, the employee will be notified in writing and any copies of the restriction notice removed from his files.

Section 5. Medical certificates will be required every 2 weeks during sick leave periods of long duration. All medical certificates covering sick leave absences will be submitted within 1 pay period after return to duty. Employees who, due to sickness, have been approved to leave for the remainder of the day will have approved sick leave for the remainder of that day only. If the employee is absent from duty on the following workday, the employee will call in and report the absence to his/her immediate supervisor (or someone who is delegated to receive such reports). If the total absence of sick leave in these cases exceeds 3 working days, including the time previously authorized for the partial day, a signed doctor's certificate will be required. When it is clearly indicated by the physician/practitioner that the illness will be of an extended duration (heart ailment, tuberculosis, mental illness, etc.). A letter from the physician/practitioner at the beginning of the illness, attesting to the probable duration of the illness, will be accepted in lieu of the SF 71 or other medical certification for each pay period.

Section 6. Advance sick leave may be granted, not to exceed 30 days, and will be limited to deserving cases of serious disabilities or ailments based on individual requests.

Section 7. The Employer agrees that employees who are called for jury duty or jury qualification will be paid at their basic rate of time lost from their normal work schedules. Such employees will check with the servicing civilian personnel office to determine if any compensation or fees may be expected and what disposition to make of any compensation or fees they are allowed to accept. An employee called for such duty will promptly notify the Employer in order that arrangements may be made of his/her absence. The employee will present to the Employer a signed jury service time card or other satisfactory evidence of the time served on such duties.

Section 8. The Employer agrees that employees scheduled to work on any registration or election day who are eligible to register or vote in such election shall be granted sufficient time to vote in accordance with pertinent regulations, and such employees will suffer no loss of pay or charge to leave.

Section 9. The Employer agrees that employees who are veterans of any war, campaign, or expedition (for which a campaign badge has been authorized), or members of honors or ceremonial groups of organizations of such veterans may be excused from duty without loss of pay or deduction from their annual leave, for such time as may be necessary, but not in excess of 4 hours in any 1 day, to enable them to participate as active pallbearers or as members of firing squads or guards of honor in funeral ceremonies for members of the Armed Forces of the United States whose remains are returned from abroad for final interment in the United States.

Section 10. The Employer may, at its discretion, close all or portions of the installation and require employees to be in annual leave status for up to 30 hours in a calendar year. Any proposed closure beyond 30 hours in a calendar year shall require negotiation by the parties.

- a. Employees and the Union will be informed of the Employer's decision to close the installation a minimum of 90 calendar days in advance of the closure date(s).
- b. Prior to making the final decision to close the installation, the Employer will notify the Union of their plans. The union will respond with any concerns within 7 calendar days. At this time, the Parties will establish a meeting where representatives will discuss the issues and concerns surrounding closure plans. This meeting will be held prior to notices being sent to the employees. The Employer agrees to consider the Union's position during their decision-making process.
- c. If the Employer requires a portion of the bargaining unit to work during a period of the closure, the job classifications of the positions will be identified and employees will be able to volunteer for the positions within cost center and job classification. Employees will be selected to work using Article 13, Section 2.
- d. Consistent with workload requirements, the Employer agrees to consider offering compensatory time to employees who might not have enough leave to cover a portion of the shutdown period.

Section 11. The parties agree to follow the provision specified in the Public Law, 103-388, even though provisions have expired until rescinded or modified by appropriate authority. In addition, sick leave used under the Family Friendly Leave Act will comply with the provision of Article 19, Section 4, for sick leave usage which exceeds 3 days of continuous duration. The parties' also recognize that supervisor's may request information from employees requesting sick leave under this provision, in order to ascertain how much leave is appropriate to approve.

## ARTICLE 20

### INCENTIVE AWARDS AND SUGGESTION PROGRAM

Section 1. The Employer and the Union agree that a well-managed Incentive Awards Program greatly benefits the organization, is significant to the morale and well-being of the employees.

Section 2. The Employer will publicize all aspects of the programs to the employees.

Section 3. When in the opinion of the Union any section in the IAAAP is not participating actively in the Incentive Awards Program, the Union will so notify the Employer.

Section 4. No percentage will be used in determining the number of employees to receive awards at the IAAAP, except those published by the Department of the Army for program evaluation guidance.

Section 5. Employees are encouraged to participate in Army Suggestion Program.

## ARTICLE 21

### PROMOTIONS

Section 1. It is agreed that the Employer will use to the maximum extent possible the skills and talents of its employees. Therefore, consideration will be given, in filling vacant positions, to employees of the IAAAP. Prior to filling bargaining unit positions, the Union will be consulted on the manner in which management proposes to fill the position, i.e., competitive promotion, reassignment, etc.

Section 2. The Resumix system will be utilized to fill all local merit promotion vacancies and temporary position vacancies for candidate evaluation. All included positions will be filled using

a prepositioned resume and self-nomination.

Section 3. All advertisements will open on Monday and close on Friday of the following week. If a holiday falls on Monday, the announcement will open on Tuesday and close on Friday of the following week. Advertisements will be brief, describing the title, series, grade, organizational location and area of consideration for the position to be filled. The Civilian Personnel Operations Center (CPOC) will post the advertisement to the electronic regional site.

Section 4. Employee(s) will be notified of the status of their resumes through the automated tools available.

Section 5. An employee can submit an initial or replacement resume at any time. Only one resume can be in the system at any time. Updated resumes replace any previous editions.

Section 6. Resumes are limited to 3 pages in length and must be typed (handwritten resumes are not acceptable), emails and supplemental applications addressing KSAs or supervisory appraisal of KSA will not be used with Resumix. Rating and ranking panels will not be used.

Section 7. Resumix will not be used for positions identified as mandatory DOD, DA, or major command wide referral levels. These positions will continue to be filled under the provisions of the appropriate career management program with career referrals being provided from centralized referral offices.

Section 8. Disputes arising out of the application of the Merit Promotion Plan shall be processed in accordance with negotiated grievance procedure or other controlling regulations.

Section 9. Upon request of an employee, supervisors will be available for career counseling.

## ARTICLE 22

### REDUCTION-IN-FORCE

The Employer and the Union agree that prior to the issuance of general notices to employees involved in a reduction-in-force action, the Union shall be informed of the number of employees in competitive levels to be affected, the date the RIF action will be effected and reasons for reduction-in-force. The Union will assist in communicating to employees the reasons for a reduction-in-force. The Employer agrees to consider the use of existing vacancies to the extent practicable to place employees who would otherwise be separated. Before abolishing an occupied position, the Employer will advise the Union. Reduction-in-Force actions are governed by 5 CFR 351.

## ARTICLE 23

### JOB DESCRIPTIONS

Section 1. The Employer and the Union agree that any duty assigned and performed by the employee which occupies 25 percent or more of the incumbent's time or is sufficiently different from the other major duties of the position to require additional entrance qualification or extensive post assignment training will be included in the job description.

Section 2. It is further agreed that the job description is an item of record that should be clearly understood by an employee when he/she is assigned to a job. If at a later date there is a material change to the job description, the employee shall be notified and allowed an opportunity for input prior to the change being implemented. The new job description shall be provided to the employee, and all such descriptions shall be current and up-to-date.

Section 3. It is further agreed that employees shall be freely and fully provided with adequate means of securing review of what they consider to be inequities in their existing grade. The employee, after filing a formal written classification complaint, is entitled to Union representation or representative of his/her choosing in discussing the above with the Employer and in reviewing and reading classification standards that pertain to his/her position.

Section 4. The duties listed in job descriptions are not set forth for the purposes of limiting assignment of work. They are not to be construed as complete list of the duties normally to be performed under a job title or those to be performed temporarily outside an employee's normal line of work.

Section 5.

- a. The duties of a team leader will be generally identified in the job description.
- b. The parties recognize that a team leader is considered part of the bargaining unit. Duties involving discipline matters, selecting employees or handling grievances are normally considered supervisory.
- c. Management will, prior to the assignment of a team leader, conduct a meeting with the team leader, team members and a Union representative. The purpose of the meeting will be to inform those in attendance of the duties of the team leader and members of the team. An agenda and minutes will be provided to the union by management. Minutes will be initialed by both parties. If the Union disagrees with the minutes, a discussion will be held with the supervisor prior to the minutes being distributed. The Union and affected employees will be notified if the team is disbanded.
- d. This section applies to current and future team leader assignments. The parties recognize that this section is only applicable to team leader duties that have been assigned on a regular and recurring basis and is not applicable for assignments of Acting Division Chiefs in the temporary absence of the supervisor.
- e. To prevent a conflict of interest, should a grievance arise due to actions taken by the team leader on behalf of management, the grievance will be filed with the supervisor.

## ARTICLE 24

### GRIEVANCE PROCEDURE

#### Section 1.

- a. The purpose of this article is to provide for the mutually satisfactory settlement of employee grievances. This procedure is the exclusive method available to employees in the unit when processing grievances. Employees who use the procedure may be represented only by the Union or may represent themselves. In the event the employee(s) chooses self-representation, it is agreed that the Union shall be given the opportunity to be represented at formal discussions between the Employer and the employee(s) concerning the grievance. However, an employee or group of employees may present their grievances under this procedure without representation so long as the final resolution is not inconsistent with this agreement and the Union has been given the opportunity to be present at the time of adjustment.
- b. It is mutually agreed that 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.
- c. It is mutually agreed that the Union may withdraw representation at any step of the grievance if the Union determines that the grievance had been satisfactorily resolved.

#### Section 2. Policy

- a. The Employer and the Union agreed that normal day-to-day discussions between employees and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the orderly consideration and resolution of employee complaints or grievances.
- b. It is the policy of the Employer that all employees will be treated fairly and equitably in all respects and that those who feel they have not been so treated have a right to present their grievances to appropriate management officials for prompt consideration and equitable decision. Any employee has the right to file

a complaint or grievance as provided in this article without interference or threat of reprisal.

- c. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure or is subject to arbitration will be referred to an arbitrator for decision (in the manner required by applicable regulation). Grievability shall be the sole issue considered by the arbitrator.
- d. A grievance is defined to be any dispute or complaint between the Employer and the Union or any employee or employees covered by the agreement which may pertain to any of the following:
  - 1) Any matter involving the interpretation, application or violation of this agreement.
  - 2) Any matter involving working conditions.
- e. The sole exclusions from this grievance procedure are:
  - 1) Non-selection for promotion from a group of properly ranked and certified candidates.
  - 2) An action terminating a temporary promotion and returning the employee to the position from which he was temporarily promoted.
  - 3) The non-adoption of a suggestion or disapproval of a quality step increase, performance awards, or other kind of honorary or discretionary award.
  - 4) A preliminary warning or notice of an action which, if effected, would then be eligible for consideration either as a grievance or appeal.
  - 5) The termination of temporary employees with a definite time limitation, term employees, or annuitants, on or before the expiration date of appointment when the need for termination is not personal cause, but rather such reasons as lack of funds or lack of work.
  - 6) Allegations of mismanagement.
  - 7) A grievance alleging improper rating, ranking, and referral at mandatory referral levels under the Army's Career Management Program (AR 690-950).

(Such grievances will be processed under the Special Department of the Army Grievance contained in RIAR 690-11)

8) A regulation or policy issuance unless the grievant alleges the local activity regulations and policies are in violation of those established by higher authority.

- 9) Any security matter for which there is an administrative appeal procedure will not be addressed in the grievance procedure.
- 10) The release of information and records from Army files (AR 340-21).
- 11) Involve the classification of any position which does not result in the reduction in grade or pay of the employee.
- 12) Involve allegations of discrimination which are properly referable as EEO complaints through the agency EEO procedure.
- 13) Involve the separation of employees during probationary or trial periods.
- 14) Those issues excluded by 5 USC 7121(c) (1), prohibited political activities; (2) retirement, life insurance, health insurance; (3) national security; and (4) classification which does not result in reduction in grade or pay of and employee.

### Section 3. Procedure

- a. Step 1. Any employee having a grievance will take it up with his/her immediate supervisor within 15 calendar days IAW the provisions of Section 4. The complaint will be reduced to writing on a form mutually agreed to by the Employer and the Union. The written grievance will state the exact nature of the grievance (specific article or section violated), and the corrective action desired. The immediate supervisor will meet with the aggrieved employee(s) or the aggrieved employee and his/her representative, within 3 working days from the date of the written grievance to attempt to resolve the grievance. As discussed in Section 1 above, if the employee chooses self-representation, the Union must be given the opportunity to be present. The immediate supervisor will provide the written decision either sustaining or stating why he/she is denying the grievance, to the employee within 5 working days after the conclusion of the meeting. If the grievance is settled to the satisfaction of the employee(s), no further consideration will be given to this matter. If the grievance is not settled to the satisfaction of the employee(s), he/she will specifically state the reason(s) on the grievance form why he/she disagrees

with the immediate supervisor and he/she may proceed to the next step of this procedure.

b. Step 2 (Mediation Option)

1. Upon mutual agreement of employee and management, the issue will be referred for mediation. If either party does not agree to utilize mediation, this step will not be applicable. If mediation is mutually agreeable:

(a) The employee will provide notice to the first line supervisor of his/her within 5 workdays from the date of receipt of the step 1 grievance decision of his/her desire to utilize mediation to attempt to resolve the dispute. The first line supervisor will provide written notification of the employer's agreement or declination of the mediation request within 3 work days of receipt.

(b) If there is mutual agreement to utilize mediation, the union will contact FMCS to schedule a mediator.

(c) During the mediation conference, the mediator will attempt to get both parties to explore their mutual interests and concerns so that they may reach a mutually agreeable solution. The parties agree that the discussions in the mediation are confidential and will not be used in any other forum. Both the employee, his or her union representative (if applicable) and the designated management representative will dedicate a minimum of 2 hours to the mediation process. However, the parties agree that the mediator is in charge of the mediation session and will determine the time necessary to complete mediation. The mediator may terminate the session earlier or ask mutual agreement to extend the time. The parties agree that the mediator has no authority to bind either the employee or the employer to an agreement.

(d) The management representative will be responsible for capturing all agreements in writing and securing the signature of the employee and management. If agreement is reached between the parties, the issue will be considered resolved with no further action.

2. If no agreement is reached, or if either the employee or employer elects not to utilize mediation, the union may invoke arbitration as follows:

(a) If mediation is not utilized. The union will submit a written notice of its intent to invoke arbitration to the Commander or designated rep within 30 calendar days from the date

of the step 1 decision or date of the employer written decision declining mediation. If the union does not invoke arbitration, the issue will be considered closed.

(b) If mediation is utilized, but no agreement is reached.

The union will submit a written notice of its intent to invoke arbitration to the Commander or designated rep within 30 calendar days from the date of the mediation session. If the union does not invoke arbitration, the issue will be considered closed.

Section 4. If any grievance is not taken up with the employee's immediate supervisor within 15 calendar days after the employee knew or with reasonable diligence should have known of the occurrence of the matter out of which the grievance arose, such grievance shall not be presented or considered at a later date. During the period of a shutdown or if an employee is absent from duty for authorized reasons; i.e., annual leave, sick leave, TDY, etc., the 15 calendar day period shall cease to run until the employees return to duty.

Section 5. At each and every step of the grievance procedure, the employee, or his/her Union representative, shall be permitted to call relevant employee witnesses who shall suffer no loss of pay for so serving, if otherwise in a duty status. The Employer will, upon request, produce pertinent payroll and other records insofar as permissible without violating laws, regulations, and governmental policies, for the purpose of substantiating the contentions or claims of the parties.

Section 6. It is mutually agreed and understood that the Employer may call witnesses, or management representatives it deems necessary to bring about a satisfactory settlement to a complaint or grievance.

Section 7. Deciding official has responsibility to investigate all information provided in a grievance. If the deciding official believes that in the course of the investigation, critical information is discovered which will determine the basis of the decision, the employee and representative will be provided the information and given opportunity to respond.

Section 8. Failure of the employee to process complaints or grievances within the time limits prescribed in each step of the grievance procedure will automatically cancel the complaint or grievance and no further consideration will be given this matter. Extensions may be granted, provided mutually agreed upon by both parties.

Section 9. Failure of the Employer to answer written grievances within the time limits prescribed in each step of the procedure shall permit the Union to refer the case to the succeeding step of the procedure. Extensions may be granted, provided mutually agreed upon by both parties.

Section 10. If the employee 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. A copy of this notification will be made a part of the case record.

Section 11. It is agreed that when a grievance is settled at any step, it will be considered to be settled in its entirety, and no further action will be taken regarding grievance.

Section 12. Disciplinary actions identified in Article 32 will be initiated in writing at Step 2, of this grievance procedure

## ARTICLE 25

### ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance/dispute arising under Article 24 or 26, such grievance /dispute shall, upon written notice of either party, be referred to arbitration. Such written notice must be served not later than 30 calendar days following the conclusion of the last step of the grievance procedure.

Section 2. Within 4 working days from the date of the receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement can't be reached, then the parties will request a list of 7 names from the Associated Employer's. Within 5 days after receipt of the list either party may reject it. If the list is rejected, a list will be requested from Federal and Mediation and Conciliation Service (FMCS). The parties will alternate paying for the fee of the FMCS to generate the list, beginning with the Employer. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly elected arbitrator. The parties will alternate the first strike from the list.

Section 3. The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Thursday. The grievant, representative, and employee witnesses shall be in pay status without charge to annual leave while participating in the arbitration proceedings if otherwise in a duty status.

Section 4. The arbitrator is requested by the parties to render his/her decision as quickly as possible, preferably within 60 calendar days after the conclusion of the hearing.

Section 5. It is agreed and recognized that arbitration provided herein is binding and appealable only under the provisions of 5 USC, Chapter 71, to the Federal Labor Relations Authority. It is further recognized that arbitration shall be invoked by the Union only with the approval of the individual employees concerned.

## ARTICLE 26

### UNION GRIEVANCES

Section 1. Disputes over the interpretation and application arising from alleged violations of this agreement may be submitted in writing by the Union president to the Employee Management Relations Committee.

Section 2. The Employee Management Relations Committee and two Union representatives will meet within 5 working days after receipt of the dispute to discuss the alleged violation.

Section 3. The committee shall give the Union its written answer within 8 working days after the meeting. Extensions may be granted, provided mutually agreed upon by both parties. If the dispute is not settled by this method, the union may refer the matter to arbitration as described in Article 25.

Section 4. Employer initiated disputes shall be processed under the above procedure altered to the extent that the representative of the Employee Management Relations Committee (EMRC) shall notify the Union president.

Section 5. The EMRC members will be provided to the Union President during the 1st quarter of the calendar year. The Union shall designate its representatives during the 1<sup>st</sup> quarter of calendar year. If there are any changes or additions, the other party will be notified in writing at least 2 workdays prior to a meeting held outlined in Section. 2.

## ARTICLE 27

### DEMOTIONS

Section 1. The Employer agrees to observe applicable appeal rights of employees who are demoted for just cause.

Section 2. In the case of an employee demoted without personal cause, the Employer agrees to afford special consideration for repromotion when a vacancy occurs in a position for which qualified at a grade up to and including the grade from which demoted.

Section 3. Demotions which result from gradual changes of duties will be made according to the seniority principles. In instances where there is more than 1 employee assigned to a Job Description, the most junior occupant (using leave service

computation date) of that Job description will be demoted; except where it can be shown how or why a specific employee must be demoted other than the most junior.

Section 4. Eligible employees who are to be demoted shall be afforded grade and/or pay retention as appropriate, in accordance with applicable laws and regulations. Employees shall be advised of their entitlement to grade or pay retention benefits at the time demotion actions are proposed.

## ARTICLE 28

### AFGE HEALTH BENEFIT PLAN

Section 1. A copy of the brochure of the AFGE Health Benefit Plan together with the Government's plans will be made available to each employee in the bargaining unit and to each new employee at the time of his employment.

Section 2. A copy of the AFGE Health Benefit Brochure together with the Government's plans will be made available to all employees during open season. The Union will provide the IAAAP with sufficient brochures of the AFGE plan for these distributions.

## ARTICLE 29

### PERFORMANCE APPRAISALS

Section 1. Performance appraisals will be discussed with the employee in private. The employee has the right and will be encouraged to freely state his/her views. The immediate supervisor's appraisals must be based on a comparison of the employee's performance to his/her performance standards. Appraisals should be based on knowledge of performance and of the conditions under which the work is performed. Informal discussions between the supervisor and the employee are a normal part of supervising and should be frequent enough to assure mutual understanding of changing job requirements, performance as related to requirements, and any problems the employee is encountering in performing the work.

Section 2. Any critical or adverse comments made by the supervisor in connection with a performance appraisal must be supported by factual examples giving dates, if possible, incidents, etc.

Section 3. The parties agree that unsatisfactory performance ratings can be kept to a minimum through communication between the supervisor and the employee. As a minimum the supervisor will conduct a review which will specifically address employee performance deficiencies. This review will be conducted as soon as practicable to allow reasonable time to improve their performance before the rating period ends.

- a. If an unsatisfactory rating is proposed, actions related to it should be discussed with the Civilian Personnel Office to assure regulatory compliance.

- b. Prior to taking adverse action on an unsatisfactory performance rating the employee will be provided the opportunity to improve. Methods used may include: increased supervisory assistance, additional on-the-job training, or an assignment to a position which it is considered the employee can perform satisfactorily.
- c. Employees who are given an unsatisfactory rating may be reassigned, demoted, or removed from the Federal service provided they have been given an opportunity to improve their performance.

## ARTICLE 30

### EMPLOYEE TRAINING

Section 1. The Employer and the Union agree that it is mutually beneficial to provide all training necessary to assure maximum efficiency of employees in performing their official duties and to encourage them to engage in self-development.

Section 2. The Employer agrees to take affirmative action to insure that equal opportunity to participate in training programs will be given to every employee who needs training irrespective of race, religion, color, national origin, age, or sex.

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 type of considerations.

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

Section 4. Upon written request by the union, the employer agrees to provide the union, a list of bargaining unit employees who were selected for training, denied training and the courses those employees are to attend.

## ARTICLE 31

### VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer and the Union agree to abide by the terms of this article, which provides for the payment of union dues through voluntary authorization of payroll withholding. It is further agreed that this article conforms with requirements of regulations applicable to pay allotments.

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 the employee:

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

Section 3. Procedure. The payroll office of the Employer, will deduct Union dues for an eligible employee, beginning with the first pay period after receipt of the employee's properly completed and signed SF 1187, provided the designated official of the Union has completed and signed Section A of the SF 1187.

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 a Union official and that certification is submitted to the Payroll Office.
- b. Any change in the amount of an employee's regular dues deduction will be effective within the deduction made for the first 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 amounts of union dues will not be made more frequently than once each 12 months.

Section 5. Termination.

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

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

(2) Loss of exclusive recognition by the Union.

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

(4) Suspension or expulsion of the employee from the Union.

- b. An employee's allotment for the deduction of Union dues may also be terminated by that employee's submission to the payroll office of a Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues.

A termination of allotment under this paragraph will be effective with the first full pay period following either 26 pay periods from the date the dues assignment was effected (received by Employer's payroll office), or September 1, whichever is later, provided the revocation is received by the payroll office by such date. Upon receipt of any such SF 1188 by the payroll office, the Employer will transmit the duplicate of such form to the designated Union office.

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

Section 6. Remittance. The Employer, through the payroll office, will transmit to the Treasurer, AFGE, Local Union #2826, P.O. Box 101, Middletown, IA 52638, within 3 working days after each payday the following:

- a. A draft 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, less monies paid to employees as a result of improper dues deduction.



- b. A list identifying the Union by name and local number which will include the name and social security number of each employee member. Such list will also include the total number of allotments, the total monetary amount withheld, and any allotment that has been terminated with that pay period with reasons for such termination.

Section 7. General.

- a. The Union recognizes its obligations to inform and educate its members on 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 as to the amount of its dues.
- b. The Employer, through the Payroll Office, agrees to maintain a supply of the prescribed form (SF 1188) for use in revoking an allotment and to make this form available to employees upon request. Written requests for revocation of allotment which are otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the prescribed form.
- c. This article for voluntary allotment of Union dues will continue in effect until which ever of the following events occur first: (1) A new contract has been approved; (2) the impasse resolution procedures in 5 USC 7119, have been exhausted; or (3) the Union has lost its representation rights.

Section 8. The Union will indemnify, save harmless, or take other steps requested by the Employer to protect the Employer from any and all claims and disputes by reason of its acting hereunder.

ARTICLE 32

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. General. The basic procedure and rights of the employees, as outlined in appropriate regulations, shall be observed in handling disciplinary and adverse actions. Such actions must be based on just cause and be consistent with applicable laws and regulations.

Section 2. Representation. In the event an employee is issued a notice of proposed disciplinary or adverse action, the employee will be made aware of and afforded all rights and privileges due him/her including the right to representation. If he/she wishes to have a representative, the employee will notify the supervisor, in writing, who the representative will be prior to the release of any confidential information on the case to the representative. 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 with the assistance of a representative, if desired.

### Section 3. Disciplinary Action.

- a. A disciplinary action is any action taken against an employee which causes a letter or other document which is critical of the employee to be placed in the Official Personnel Folder, up to and including suspensions of 14 calendar days.
- b. A letter of reprimand shall be issued as a decision letter. No proposal letter shall be required and no opportunity to reply by the employee afforded. An employee receiving a letter of reprimand may file a grievance in accordance with Article 24, at the second step.
- c. In all cases of proposed suspensions by the Employer against employees covered by this agreement, an additional copy of the proposed action shall be furnished to the employee so that he/she may furnish same to his/her representative for informational purposes.
- d. In the event the employee is issued an unfavorable decision, the Employer shall advise that he/she may grieve the decision under the negotiated procedures contained herein and of the time limit on filing the grievance.

### Section 4. Adverse Actions.

- a. Definition. An adverse action is a discharge, suspension for more than 14 calendar days, furlough without pay of 30 days or less, or reduction in pay or grade. It includes a resignation, optional retirement, or requested reduction in rank or pay which an employee alleges was secured by duress, intimidation or deception.

- b. Appeals or adverse actions for which statutory appeal procedures exist will be processed in accordance with such procedures, and not subject to the employee grievance procedures in the agreement.
- c. The notice of decision shall advise the employee that he/she has 30 calendar days from the effective date of the action in which to file an appeal with the Merit Systems Protection Board. The notice shall include the address of the appropriate MSPB Field Office.
- d. 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.

#### Section 5. Paper Discipline.

- a. "Paper Discipline" is an alternative discipline method whereby an employee is disciplined the equivalent of a suspension for a period of time without the employee actually suffering the loss of pay. The parties recognize that circumstances may warrant discipline, but the interests of correcting behavior allow the imposition of the discipline without loss of pay, however, the parties also recognize that the paper discipline shall serve as the equivalent of a loss of pay suspension for any future action against the employee that might be proposed by the Employer.
- b. Paper discipline may be used in the following circumstances:
  - (1) For a first offense of disciplinary action of a suspension of fourteen calendar days or less proposed by the Employer against an employee during the duration of this Agreement.
  - (2) All parties, (the employee, the Union and the Employer) must agree that the circumstances warrant "paper discipline". (If all parties do not agree, paper discipline may not be used. The refusal of any party to participate in "paper discipline" in any individual action proposed against an employee shall not reflect upon the party and shall not be grievable in the case of the Employer refusing to participate.)

- (3) The employee accepts that discipline is warranted and agrees to waive any grievance at the statutory appeal with regard to the disciplinary action proposed.
- c. The parties will sign a memorandum effecting the use of "paper discipline". The memorandum shall be placed in the Employer's office of personnel file and shall serve to document the suspension, in lieu of SF 50.
- d. Any subsequent disciplinary actions will have no effect on the paper discipline.

### ARTICLE 33

#### USE OF PRIVATELY OWNED CONVEYANCE

1. The parties agree that use of GSA vehicles to conduct mission related business is an employee's first option. When available a GSA vehicle will be used. However, if a GSA vehicle is not available or expected to be available, employees may voluntarily use his/her Privately Owned Conveyance (POV) to perform their mission related duties at Iowa Army Ammunition Plant, under the following parameters:
  - a. Use of POV to conduct mission duties is strictly voluntary.
  - b. Prior to using POV, employee must coordinate with supervisor or his/her designated representative to confirm that a GSA vehicle is not available and use of POV is authorized. During this discussion the employee and supervisor/designated representative will discuss the mission and expected mileage to conduct mission assignment.
  - c. Employees are responsible for taking the most expeditious route to accomplish mission requirements when voluntarily using POV.
  - d. Iowa Army Ammunition Plant is not responsible for any damage to a private vehicle, persons or property that occurs as a result of voluntary use of POV. Insurance coverage on employee's POV is a matter between individual and his or her private insurance company.
  - e. If an employee chooses to utilize his/her POV

reimbursement will be made IAW the latest mileage rate in the JTR, Volume II. A daily mileage log will be maintained. A claim for reimbursement will be made on SF 1164 claim for reimbursement for expenditures on official business. The claim will be submitted not more than once per pay period, but at least quarterly.

- f. Driving POV into a storage yard is forbidden.
- g. POV may be driven into production line if a vehicle pass is authorized and obtained.

#### ARTICLE 34

##### LAUTENBERG

1. Under Phase I of the implementation, employees will be required to read the Memorandum for all Department of Army Civilian Employees authorized to ship, transport in interstate or foreign commerce, possess or receive firearms and ammunition, SUBJECT: Qualification to Possess Firearms and Ammunition. The employee will sign and date the memorandum indicating that they understand the provision of the Lautenberg Amendment. The employee will also be provided the following statement:

Any employee who has a qualifying conviction and continues to possess or receive firearms and ammunition after being made aware of the provisions of the Lautenberg Amendment has violated the law and may face legal or administrative penalties. If you do not understand the implications of provisions of this amendment, please contact your immediate supervisor.

2. In accordance with the Department of Army implementing instructions and employee will not be removed from Federal service solely because of a qualifying conviction. Therefore, the employer will seek to place an employee on a vacancy available for fill within Iowa Army Ammunition Plant, for which he/she qualifies, which does not fall under the provisions of the Lautenberg Amendment. Job Swaps may be considered as long as the provisions of Priority Placement Program have been met; both employees and supervisors agree; and both employees can meet the qualifications and any applicable conditions of employment for the jobs to which they will be assigned.
3. An employee may consult with a Union representative regarding the Lautenberg provision as appropriate.

ARTICLE 35

DRUG TESTING

The parties will follow the provisions specified in SOP entered into between Iowa Army Ammunition Plant, Rock Island Arsenal and Burlington designated testing laboratory, including Appendices A, B, C, D and "Procedures for Employees Donating Specimens at Iowa Army Ammunition Plant" in which the specific testing requirements and procedures are stipulated.

1. The parties agree to recognize the right of management to identify positions subject to drug testing. As part of the Impact and Implementation (I&I) of the agency decision to identify positions, management agrees to provide notification to the union in accordance with the terms of the negotiated agreement.
2. Upon employees' request, transportation will be provided by the organization. Appropriate mode of transportation will be jointly determined by management and the employee who has been identified for testing.

