

NEGOTIATED AGREEMENT

Between

HEADQUARTERS, FIRST U.S. ARMY

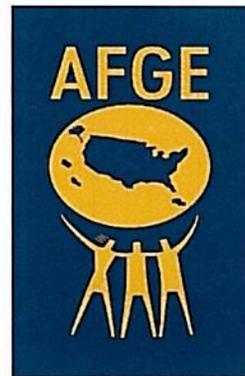
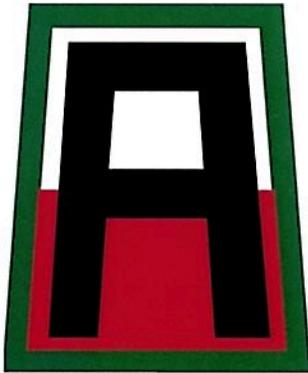
Rock Island Arsenal, Rock Island, Illinois

And

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

Local 15

Effective Date: February 5, 2019



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PREAMBLE

Pursuant to the policy set forth in the Federal Labor-Management Relations Statute, 5 USC 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, First Army, Rock Island, Illinois, hereinafter referred to as the Employer, and American Federation of Government Employees (AFGE), Local 15, 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 10 June 2016, Case Number CH-RP-16-0013, which certified that the American Federation of Government Employees, AFL-CIO is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Included: All nonprofessional employees of the U.S. Department of the Army, Headquarters, First U.S. Army, Rock Island, Illinois.

Excluded: Management officials, supervisors, professional employees and employees described in 5 USC §7112 (b)(2), (3), (4), (6), and (7).

The Parties are committed to maintaining a constructive and cooperative relationship in order to support the efficient administration of the Government and well-being of employees. Now, therefore, the Parties hereto, intending to be bound hereby, agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. Recognition. The Employer (Headquarters, First U.S. Army) recognizes that the Union (American Federation of Government Employees (AFGE), Local 15) is the exclusive representative of all employees of the U.S. Department of the Army, Headquarters, First U.S. Army, in the unit described in Section 2, below.

Section 2. Unit Description.

Included: All nonprofessional employees of the U.S. Department of the Army, Headquarters, First U.S. Army, Rock Island, Illinois.

Excluded: Management officials, supervisors, professional employees and employees described in 5 USC §7112 (b)(2), (3), (4), (6), and (7).

ARTICLE 2

DEFINITIONS

5 USC Chapter 71: The Federal Service Labor-Management Relations Statute.

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

Bargaining Unit: A group of employees with a clear and identifiable community of interest represented by a labor organization; the Federal Labor Relations Authority determines the appropriateness of any bargaining unit.

Collective Bargaining: The performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency 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; the obligation referred to in this definition does not compel either party to agree to a proposal or to make a concession.

Collective Bargaining Agreement: An agreement entered into as a result of collective bargaining pursuant to the provisions of 5 USC Chapter 71.

Conditions of Employment: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions. It does not include policies, practices, and matters: relating to political activities prohibited under subchapter III of 5 USC Chapter 73; relating to the classification of any position; or to the extent such matters are specifically provided for by Federal statute.

Exclusive Representative: Any labor organization which is certified as the exclusive representative of employees in an appropriate unit pursuant to 5 USC 7111.

Formal Discussion: A discussion between one or more representatives of an agency and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment, at which an exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented.

Grievance: Any complaint by any employee concerning any matter relating to the employment of the employee; any complaint by any labor organization concerning any matter relating to the employment of any employee; or any complaint by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of

breach, of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

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

Negotiation Impasse: The inability of representatives of Management and the Union to arrive at a mutual agreement concerning negotiable matters through the collective bargaining process.

ARTICLE 3

PROVISIONS OF LAW AND REGULATIONS

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

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

ARTICLE 4

RIGHTS OF THE EMPLOYER

Section 1. Employer Rights. 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 determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted.
- c. With respect to filling positions, to make selections for appointments from:
 1. Among properly ranked and certified candidates for promotion, or
 2. Any other appropriate source.
- d. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 2. Permissive, Implementation, and Impact Bargaining. Nothing in this Article shall preclude the Employer and the Union from negotiating:

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

ARTICLE 5

EMPLOYEE RIGHTS

Section 1. Each employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by 5 USC Chapter 71, such right 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 or other appropriate authorities; and
- b. To engage in collective bargaining with respect to conditions of employment through their Union representatives.

Section 2. Union Membership. Nothing in this Agreement shall require a bargaining unit 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 deduction.

Section 3. Grievances.

- a. Any bargaining unit employee has the right to initiate and present grievances to the Employer, and to be represented by the Union in that regard, under provisions of the grievance procedure in Article 13 of this Agreement.
- b. Bargaining unit employees shall be protected in the exercise of this right freely and without fear of penalty or reprisal.
- c. Except for grievances covered by the grievance procedure in Article 13 of this Agreement, a bargaining unit employee has the right to exercise administrative grievance or appeal rights established by law, rule, or regulation, and to be represented by an attorney or other representative, other than a Union representative, of their own choosing in any such actions.

Section 4. Weingarten Rights.

- a. A bargaining unit 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 bargaining unit employees in writing of their above stated Weingarten rights.

c. An employee called into a criminal investigation shall be afforded their rights in accordance with law; i.e., the right to a representative if appropriate.

Section 5. Fair Treatment.

a. The Employer acknowledges the right of an employee to conduct their own private life as they deem fit, so long as it does not adversely affect their job performance or conflict with applicable standards of ethical conduct.

b. The Employer and Union will treat all employees as professionals, regardless of pay grade, and will not discriminate against employees based on Union membership or non-membership or legally protected personal characteristics.

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

Section 6. Family and Medical Leave Act (FMLA) and Family Friendly Leave (FFL). On an annual basis upon the Union's request, the Employer will notify employees, in writing (via e-mail), of where they can locate information regarding the benefits and rights available under the FMLA and FFL programs.

Section 7. Newcomer Orientation. During newcomer orientation, the Employer will provide information to all new employees regarding the Union, to include a list of all Union representatives, the location of all negotiated agreements, and the fact that the Union is the exclusive representative of all bargaining unit employees. A Union representative will be allowed to attend newcomer orientation so that new employees may be introduced to a Union representative.

ARTICLE 6

UNION RIGHTS

Section 1. Statutory Rights.

a. 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 bargaining unit employees without discrimination and without regard to Union membership.

b. 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 bargaining unit employees or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment.

c. The Union has the right to request information from the Employer in accordance with 5 USC 7114(b)(4). Information cannot be furnished if prohibited by law. Written requests for information will be submitted to the Civilian Personnel Advisory Center (CPAC), and will include the Union's particularized need for the information, i.e., articulating with specificity why the information is needed. In order to be released, the information must:

1. Be normally maintained by the Employer in the regular course of business;
2. Be reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
3. Not constitute guidance, advice, counsel, or training provided for Management officials or supervisors, relating to collective bargaining.

Section 2. Negotiated Rights. As detailed in other articles and sections of the Agreement, the Union has the right:

a. To present its views to the Employer, either orally or in writing, on any matter of concern about conditions of employment.

b. To dispute the interpretation or application of the Agreement, law, rule or regulation.

c. To fulfill its obligations to represent employees to the fullest extent permitted by law.

- d. To be present during each new employee orientation to provide an introduction and a brief explanation of the Union's representational role at First Army.
- e. To utilize one (1) designated excess office space, as available, when conducting Union representational duties on approved official time.
- f. To receive, upon request, a list of bargaining unit employees to include name, position title, and pay grade.

Section 3. Change in Working Conditions. The Employer will inform the Union of changes in working conditions in accordance with the negotiations procedures in Article 19.

ARTICLE 7

WORK SCHEDULES

Section 1. General. First Army work schedules will be established in accordance with applicable laws, rules, and regulations. The normal business day for First Army Headquarters is 0800-1700 Monday through Friday.

Section 2. Glossary of Terms.

- a. Regular Work Schedule: a forty (40) hours per week schedule, normally Monday through Friday (5x8).
- b. Alternative Work Schedule (AWS): a term used to describe any schedule other than the regular work schedule; the two (2) types of AWS are flexible and compressed.
- c. Basic Work Requirement: the number of hours, excluding overtime hours, an employee is required to work or to account for by taking leave or otherwise.
- d. Compressed Work Schedule (CWS): a fixed work schedule that enables full-time employees to complete the eighty (80) hour biweekly basic work requirement in less than ten (10) workdays.
- e. Core Hours: the designated times during the workday when employees must be present for work or on approved absence. First Army core hours encompass the periods of 0830-1100 and 1300-1500 each workday.
- f. Flexible Hours: the times during the workday within the tour of duty during which employees on an approved flexible work schedule may choose to vary their times of arrival and departure within the duties and requirements of the position. First Army flexible hours encompass the periods of 0630-0830 and 1500-1800.
- g. Flexible Work Schedule (FWS): a work schedule that has an eighty (80) hour biweekly work requirement that enables full-time employees to determine their own schedule within the limits set by the Agency.
- h. Overtime: hours worked in excess of those specified hours that constitute employees' work schedules that are officially ordered in advance and require premium pay or other compensation.
- i. Compensatory Time: time off with pay in lieu of overtime pay.

Section 3. Lunch/Meal Period. The unpaid lunch period shall be thirty (30), forty-five (45), or sixty (60) minutes in duration, and will be scheduled between the hours of 1100 and 1300.

Section 4. Wellness Breaks. A paid break of up to twenty (20) minutes per workday is authorized for employees who wish to engage in physical wellness activities. The wellness break cannot occur at the beginning or end of the workday. Employees must be in a duty status at the beginning and end of each workday in which a wellness break is taken. The wellness break may be combined with unpaid lunch breaks. Employees will submit a written request of their wellness break schedule to their supervisors. Supervisory approval will be based on mission requirements; disapproval or perceived violations of the wellness break policy will be communicated with employees. Employees approved for the wellness break will not receive any additional break periods during the duty day. Activities during wellness breaks will be performed at Rock Island Arsenal. Employees participating in the one-time six (6) month Civilian Fitness Program are not eligible for wellness breaks.

Section 5. Regular Work Schedule (5x8). The First Army regular work schedule begins at 0800 and ends between 1630 and 1700, depending on the lunch period duration. The employee's basic work requirement consists of five (5) eight (8) hour workdays per work week. Employees will adhere to this schedule if they are not participating in the First Army AWS program.

Section 6. Alternative Work Schedules (AWS). Participation in First Army AWS program is voluntary. The Commander, Directors, and Chiefs of primary and special staff determine eligibility for participation in the AWS program; this determination is based on operational requirements. Within that discretion, employees will be allowed to participate in AWS to the maximum extent practical so long as the mission does not suffer, other employees are not disadvantaged, and the office remains operational throughout the normal business day. The First Army AWS program is comprised of two (2) FWS and two (2) CWS; the schedule options are as follows:

- a. Flexible Work Schedule. The employee's basic work requirement consists of eight (8) hours each workday and forty (40) hours per week. The employee selects daily arrival and departure times which do not change but do comply with core and flexible hours.
- b. Gliding Schedule. The employee's basic work requirement consists of eight (8) hours each workday and forty (40) hours per week. The employee selects daily arrival and departure times; the schedule is fixed once approved. The schedule must comply with core and flexible hours. A Gliding Schedule is a FWS.
- c. Nine-Day Compressed Schedule (5-4/9). The employee's fixed schedule basic work requirement is nine (9) hours worked for eight (8) workdays, eight (8) hours worked for one (1) workday, and one (1) regular day off (RDO) per biweekly pay period.

d. Eight-Day Compressed Schedule (4x10). The employee's fixed schedule basic work requirement is ten (10) hours worked for four (4) workdays each work week.

Section 7. Employee Schedule Requests. Employee schedule requests will be submitted in writing to their supervisor. A written decision will be provided.

a. Employees may request changes to an existing AWS; approval will be based on mission needs. Requests for RDO changes that would result in additional costs to the government via paid time off, e.g. holiday, court, or military leave that would otherwise fall on the current RDO, will not be approved.

b. AWS are non-transferable; employees must submit a new request when moving to a new position within the organization.

Section 8. Managing RDOs. RDOs are non-duty, non-pay status days outside of the eighty (80) hour work requirement within a pay period, and will be scheduled on the same day each pay period. Supervisors must assure that their offices are properly staffed in order to carry out and properly execute the Command's mission. Employee selection of RDOs is done with supervisor approval.

a. All full-time employees, including those on flexible or compressed work schedule, are entitled to an "in lieu of" holiday when a holiday falls on a non-workday. In such cases, the employee's holiday is the basic workday immediately preceding the non-workday. The exception to this rule is if the holiday falls on a Sunday the next scheduled workday is the "in lieu of holiday".

b. When an office has more employees requesting a particular RDO and all requests cannot be supported, Management may periodically re-designate employee RDOs in order to ensure fair treatment. Periodic re-designation decisions will take into consideration employee concerns and will occur no more than once every six (6) months.

Section 9. Management-Initiated Schedule Changes. Management may modify or terminate an employee's AWS if required for mission reasons.

a. Management should consult with the employee before deciding to terminate or modify an AWS. Management will provide the employee with reasonable advance notice prior to making changes to an AWS; the notice will normally be at least one pay period in advance, but may be shorter due to unforeseen mission requirements.

b. Management may establish employee work hours outside the core hours, if mission dictates. If coverage is required to support staffing requirements, workload or customers, Management may shift work hours in order to avoid paying overtime or compensatory time. Management will provide employees with reasonable advance notice prior to establishing such changes in work hours.

Section 10. Training. Employees on a TDY or training mission requirement will adjust their tour of duty to comply with mission requirements of the host activity's schedule. If working an AWS is not feasible during TDY or training, the employee may revert to a traditional eight (8) hour, five (5) day schedule for that pay period.

Section 11. Telework. First Army supports the use of telework in accordance with applicable laws, rules, and regulations. Telework can be an effective tool to enable First Army to better meet mission and operational needs while also fostering employee morale and enhancing employee retention. Management is responsible for determining the telework participation eligibility status of all employees. Performance and accountability expectations remain the same for telework. Personal business shall not be conducted while in official duty status at the telework site. Detailed information and required procedures may be found in the current First Army telework guide.

- a. Employees wanting to telework shall begin the process with a written (email) request to their immediate supervisor for a meeting to discuss their desire to telework and to review available options. Employees must successfully complete telework training before they can be considered for telework.
- b. Employees approved for telework will collaborate with their supervisor to develop a written, approved plan for their teleworking day(s).
- c. In some cases, regular and recurring telework may not be appropriate; however, situational (ad hoc) telework may be appropriate. Employees approved for regular and recurring telework can telework one day per pay period. Employees working a compressed schedule cannot schedule their telework day during the same work week as their RDO. Regular and recurring telework days and RDOs cannot be scheduled on consecutive work days.
- d. The First Army Chief of Staff, or his/her designee, is the approval authority for all telework requests.

Section 12. Overtime. Overtime shall be authorized in advance, properly documented, and compensated in accordance with applicable laws, rules, and regulations. Overtime is not an absolute employee right, and must be approved by an appropriate management official prior to being worked. In all cases, employees will be compensated for work performed in accordance with the law.

- a. Overtime opportunities will be fairly distributed to employees within the same work center having the same title, series and grade. 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, the Employer will direct individual employees to work as required.

b. Employees and Management shall record all overtime in the organization's timekeeping system of record.

c. Employees called back to work will receive compensation for the amount of time worked or a minimum of two (2) hours of compensation, whichever is greater.

Section 13. Compensatory Time. Employees may request compensatory time off in lieu of paid overtime. Compensatory time shall be authorized in advance, properly documented in the organization's timekeeping system of record, and compensated in accordance with applicable laws, rules, and regulations.

a. 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 pay period during which it was earned. Earned compensatory time off will be administered using the same rules as annual leave. Compensatory time off will be managed like "use or lose" annual leave in order to schedule its use prior to twenty-six (26) pay periods from the pay period during which it was earned.

b. Employees who are exempt from the Fair Labor Standards Act (FLSA) and that have a basic rate of pay that exceeds the maximum rate of pay for a GS-10 may be directed to receive compensatory time off in lieu of paid overtime for overtime hours worked.

c. Employees who are non-exempt from the FLSA are entitled to receive paid overtime for overtime hours worked unless compensatory time off is requested.

ARTICLE 8

LEAVE

Section 1. General. Employees accrue annual and sick leave in accordance with applicable laws, rules, and regulations. It is every employee's responsibility to be aware of and accountable for their own annual and sick leave balances. It is understood that Management and the employees have a mutual responsibility in monitoring, requesting, planning, and scheduling the use of annual and sick leave throughout the leave year. All leave requests will be processed using the organization's timekeeping system of record. Employees will be permitted to take leave in fifteen (15) minute increments.

Section 2. Annual Leave. Annual leave is an entitlement by law. The supervisor shall make every reasonable effort to grant the use of annual leave as requested by the employee, consistent with the operational requirements of First Army.

a. The number of employees granted annual leave during any given period shall be governed by the workload requirements. When a request for leave has been submitted and approved by the responsible supervisor, such leave shall not be cancelled by Management, except for compelling circumstances. At the request of the employee, cancellations will be in writing and will include the reasons for the denial. 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.

b. For vacation purposes, supervisors, insofar as practical, will schedule annual leave in a manner which permits each employee, if they wish, to take at least two (2) consecutive weeks in each calendar year.

c. Each employee shall be responsible for planning and making a timely request for annual leave for vacation purposes in accordance with the employee's personal desires.

d. When requests for leave are submitted, Management shall normally provide notification of disposition within three (3) workdays.

e. Unplanned annual leave requests will be approved or disapproved on a case-by-case basis in accordance with mission requirements. When employees call to request unplanned annual leave, they will inform the supervisor of the general reasons for the request. The supervisor will indicate approval or disapproval of the leave orally. If the leave is disapproved, the employee will be afforded a reasonable period of time to report for duty as specified by the supervisor (normally within two (2) hours). Upon return to duty, the employee will immediately submit the appropriate leave request.

f. Management will inform employees in writing of the specific reasons for any planned or unplanned annual leave disapprovals.

Section 3. Sick Leave. The Parties jointly encourage all employees to be proactive in managing their sick leave benefit by using it judiciously and only for the purposes for which it is intended, as addressed below.

a. **Personal Use.** Employees may use sick leave when incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth; when receiving medical, dental, or optical examination or treatment; or when they would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease.

b. **Family Care or Bereavement.** Employees may use sick leave to provide care for a family member who is incapacitated by a medical or mental condition; to attend to a family member receiving medical, dental, or optical examination or treatment; to provide care for a family member with a serious health condition; to provide care for a family member who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

c. **Adoption-Related Purposes.** Employees may use sick leave when the employee must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

d. **Planned Sick Leave.** Employees will request sick leave in advance for the employee's own planned medical, dental, or optical examination or treatment, or to attend to a family member receiving planned medical, dental, or optical examination or treatment. Employees will request sick leave in advance for other sick leave purposes when circumstances are known in advance.

e. **Unplanned Sick Leave.** Employees will request unplanned sick leave as soon as possible, but no later than two (2) hours after the scheduled time for reporting to duty on the first day of absence, circumstances permitting. For unplanned sick leave absences lasting longer than one (1) day, employees shall call in every day thereafter within the first two (2) hours of their scheduled time for reporting unless the additional absence is approved by Management.

f. **Documentation.** Management may require employees to furnish a medical certificate or other administratively acceptable evidence as to the reason for sick

leave absences lasting more than three (3) workdays, or for a lesser period if Management determines such documentation is necessary in individual cases.

g. Addressing Sick Leave Abuse. If Management has reason to believe an employee may be abusing sick leave, Management may require the employee to provide a medical certificate or other administratively acceptable evidence as to the reason for each future sick leave absence, provided written notice is provided to the employee. In such case, Management will periodically assess the situation in order to determine if the requirements outlined in the notice can be eliminated.

h. A family member for sick leave purposes is defined as an individual with any of the following relationships to the employee:

1. Spouse, and parents thereof
2. Sons and daughters, and spouses thereof
3. Parents, and spouses thereof
4. Brothers and sisters, and spouses thereof
5. Grandparents and grandchildren, and spouses thereof
6. Domestic partner and parents thereof, including domestic partners of any individual in paragraphs 2 through 5 of this definition
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

Section 4. 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 excusal 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 or for compensation will request leave (annual or sick); blood donor leave is not appropriate for these donations.

Section 5. Court Leave. Employees are entitled to paid time off without charge to annual leave when summoned to serve as a juror in a judicial proceeding or as a witness in a judicial proceeding in which the Federal, State, or local Government is a party, to include a U.S. military court.

a. An employee excused or released by the court for a day is expected to return to duty. An employee excused or released by the court for a portion of an employee's

scheduled workday exceeding two (2) hours should contact the supervisor for a determination on work status for the remainder of the workday. An employee's failure to contact the supervisor could result in a charge to annual leave, leave-without-pay (LWOP), or absent without leave (AWOL) for the remainder of the workday.

b. Court leave can only be granted for those days and hours the employee would otherwise be in a pay status.

c. When an employee is called for court services, either as a witness or a juror, the court order, subpoena, or summons must be presented to Management as far in advance as possible. Upon return to duty, written evidence of attendance at court is required, showing the dates (and hours if possible) of the service. Generally, such statements may be obtained from the clerk of the court. The court order, subpoena, or summons is not required as a permanent record and should be disposed of in the same manner as other leave records.

d. Employees called to court for civil purposes must take annual leave. For employees subpoenaed to appear in civil court as a defendant or witness, leave will be granted in accordance with applicable laws and regulations.

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.

b. The Employer may approve reasonable and legitimate requests for advanced sick and annual leave in accordance with applicable laws, rules, and regulations.

c. The Employer agrees to provide the requestor, in a timely manner (normally within ten (10) workdays), with a written determination regarding the request, to include reasons why any requests are modified or denied.

Section 7. Weather and Road Conditions. When circumstances restrict traffic due to the condition of roads, liberal annual leave may be granted employees normally using such roads traveling to and from work. When it has been determined that the weather and road conditions dictate the closing of the installation or delayed start, employees shall be informed of such closing in the most expeditious manner practicable, including alert roster, radio, TV, or other media.

Section 8. 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, they may be granted an amount of

administrative 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.

b. Employee requests will be made on the Monday preceding Election Day, directed to their immediate supervisor so that they can make appropriate plans to reschedule workload.

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

Section 10. 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 11. Leave Without Pay (LWOP). LWOP is a temporary non-pay status and an authorized absence from duty. Management may approve LWOP when an employee has insufficient annual leave, sick leave, or compensatory time available to cover an approved absence. An employee does not have to exhaust annual or sick leave before requesting LWOP. The supervisor may approve LWOP in accordance with governing regulations, to include the FMLA. Requests for LWOP will be approved or disapproved based on individual circumstances. Without approval of the request, employees may be charged as being AWOL.

Section 12. Tardiness. Employees are expected to be at their assigned work area, prepared to begin work and/or receive work instruction at the scheduled start time. Employees must report delays addressed in this section to their supervisor upon arrival.

a. Tardiness up to fifteen (15) minutes may be excused by the supervisor, if the reason is determined to be adequate.

b. Tardiness up to thirty (30) minutes may be made up for during that workday, or charged to annual leave, based on Management discretion. If requests are not approved, disciplinary action may be taken.

c. Tardiness up to thirty (30) minutes due to extremely bad weather, delays resulting from severe traffic tie-ups, the opening of the Government Bridge or other contingencies determined by Management may be excused.

d. Chronic tardiness may result in AWOL charges, counseling or other disciplinary action.

ARTICLE 9

MERIT PROMOTION AND PLACEMENT

Section 1. General. This Article applies to all merit promotion and placement actions within the bargaining unit except those covered by mandatory referral/placement programs. All promotions and placement actions will be completed in accordance with Office of Personnel Management (OPM) rules and regulations and other applicable laws, rules, regulations, and the current local Merit Promotion and Placement Plan (MPPP).

Section 2. Equal Employment Opportunity (EEO). Selection procedures will be done without regard to race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or any other non-merit factor. The Union agrees to cooperate and support Management's identification and elimination of barriers which are found to be prohibitive to EEO.

Section 3. Area of Consideration. Each vacancy announcement will describe individuals from whom the agency will accept applications. When determining the area of consideration, Management will consult with the Civilian Personnel Advisory Center (CPAC) and take into consideration EEO affirmative action goals as well as the number and quality of anticipated candidates.

Section 4. Vacancy Announcements. Vacancy announcements will be advertised in accordance with OPM requirements and the current local MPPP. Each vacancy announcement will be open for application for a minimum of seven (7) calendar days. Each bargaining unit position vacancy announcement will contain:

- a. Title, series, grade
- b. Short description of position duties
- c. Organizational and geographical location of the position
- d. Minimum qualification standards for basic eligibility
- e. Area of consideration
- f. Opening and closing dates for receipt of application

Section 5. Candidate Evaluation. Time-in-grade and experience qualifications will be considered in accordance with applicable regulations. Selecting officials will review the

qualifications of all candidates referred to them by the CPAC, and choose whether or not to conduct interviews.

a. If a panel is used, panel members will be chosen by Management based on the following:

1. Will be composed of at least three (3) members;
2. Must be Federal employees, military or civilian, serving at or above the level of the position being paneled for selection;
3. Must include at least one subject matter expert (SME) for the position being paneled and only one member from within the selecting official's immediate organization (e.g. Directorate if the Director is the selecting official);
4. The selecting official will not serve on the panel, as he or she is accountable for the final selection; and
5. The panel will reflect diversity such as gender, race, and ethnicity.

b. If a panel is used, the panel will review the resumes of all applicants on the referral list and will identify the best qualified applicants based upon criteria identified in the position announcement and guidance provided by First Army G-1 Civilian Personnel Division (CPD). The panel will return the list of best qualified applicants to First Army G-1 CPD.

c. If selection is not made from the list of candidates provided by the panel, the Union may request the selection statement in accordance with 5 USC 7114(b)(4).

Section 6. Non-Competitive Placements. In accordance with applicable laws, rules, and regulations, Management has the right to select from other appropriate sources on a non-competitive basis. These sources include, but are not limited to: reemployment priority lists, reinstatement eligible employees, transfers from other agencies, employees eligible for re-promotion or reassignment, employees requesting voluntary demotion, and candidates eligible for special appointment authorities, e.g., Veterans Recruitment Appointment (VRA) or Schedule A (i.e. employees with severe disabilities).

Section 7. Selections. Selections will be made based solely on job-related criteria. Management may fill a vacancy by selecting of one (1) of the candidates on the competitive selection certificate; however, they may also select a non-competitive candidate from another appropriate source.

Section 8. Temporary Promotions and Details. Details and temporary promotions will be done in accordance with applicable laws, rules, regulations, and current local MPPP.

a. Temporary Promotions.

1. Temporary promotions should be utilized when:
 - (a) The need for a temporary fill is expected to last at least 60 days;
 - (b) The employee will be required to fully assume the grade-controlling duties and responsibilities of the higher-graded position; and
 - (c) The employee meets the minimum applicable qualifications standards for the position.
2. A competitive temporary/term promotion can be converted to permanent if:
 - (a) The area of consideration was the same as it would have been for a permanent action;
 - (b) The vacancy announcement indicated the potential for conversion to permanent; and
 - (c) All Priority Placement Program (PPP) requirements have been met.
3. In order to be promoted on a temporary basis (either competitively or non-competitively), employees will be advised in advance, in writing, of the temporary nature of the action and all conditions relating to it, including expected duration. In the event of separation of an employee on a temporary promotion, prior to the expiration date of the temporary promotion, Management must terminate the temporary promotion the day preceding the effective date of separation.
4. Eligible employees who meet minimum applicable qualifications standards, any selective placement factors, and time-in-grade requirements (if applicable) may be non-competitively promoted to higher-graded positions for a maximum of one hundred twenty (120) days in any twelve (12) month period, provided all PPP requirements have been met. Competitive procedures must be used for temporary promotions over the one hundred twenty (120) day limit. Prior service under all details to higher graded positions and temporary promotions during the preceding twelve (12) months must be counted toward the one hundred twenty (120) day limit.
5. Management, at its discretion, may terminate temporary promotions at any time.
6. Temporary promotions do not confer eligibility for re-promotion consideration.
7. Time served on a temporary promotion will be credited toward completion of time-in-grade requirements, where applicable.

8. Temporary promotions do not confer eligibility for retained grade or pay.

9. Temporary promotions may be made to lead-in positions that are not part of a formalized training program. Temporary promotions may also be made to positions that are a part of a formalized training program when the purpose of the assignment is to meet mission requirements rather than to train or evaluate the performance of an employee.

b. Details. Details are the temporary assignment of employees to different position duties or unclassified duties for specified limited periods of time, with employees returning to their regular duties at the end of details. Employees do not have to meet applicable qualifications standards (with the exception of any minimum educational, licensure, and/or certification requirements). There is no change in employee base salary.

1. The following circumstances may warrant the use of details:

(a) To meet emergencies caused by abnormal workload, change in mission or organization, or absences of regularly assigned employees.

(b) Pending official assignment, pending classification of new position description, pending security clearance, and for training purposes.

2. Details will not be made to circumvent the intent of law, rules, or regulations (e.g., of OPM or DA).

3. Employees must serve at least ninety (90) days in a position after appointment before becoming eligible for a position change, except for emergency details of thirty (30) days or less or to detail employees to light duty when under worker's compensation due to work-related injury or illness, in accordance with OPM guidance and other applicable laws, rules, or regulations.

4. General requirements regarding details are as follows:

(a) Supervisors will inform employees prior to a detail of the reason for the detail, the nature of the duties to be performed, and the duration of the detail. Details are not to be used to circumvent open competition and Merit System Principles.

(b) Details may only be made informally for thirty (30) days or less. A Request for Personnel Action will not be required when the employee is being assigned to perform the duties of an identical position or a position of the same grade, series, and basic duties as the position to which the employee is regularly assigned.

(c) In any twelve (12) month period, an employee may be non-competitively detailed to another established position at the same or lower grade or an unclassified set of duties for an initial maximum period of one hundred twenty (120) days. Extensions may be made in one hundred twenty (120) day increments up to one (1) year. Extensions beyond one (1) year require the approval of the First Army Chief of Staff or designated representative.

c. Temporary Reassignments.

1. Eligible employees who meet minimum qualification requirements and any selective placement factors may be non-competitively reassigned to another position to perform duties at the same grade level on a temporary basis, provided PPP requirements have been met.
2. Except in unusual situations, non-competitive temporary reassignments will be limited to an initial maximum period of twelve (12) months. The need for temporary reassignments in excess of twelve (12) months must be coordinated with the CPAC to determine whether permanent placement actions are warranted.

Section 9. Information to the Union. The Parties recognize the right of the Union to request information concerning merit promotion actions within the bargaining unit under the provisions of 5 USC 7114(b)(4).

Section 10. Dispute Procedures. Prior to the filing of any grievance, employees are encouraged to submit an inquiry with the appropriate officials of the Employer, i.e., representatives of the CPAC. Employees who believe they have been denied proper consideration by Management may file a grievance under the negotiated grievance procedures of this Agreement.

ARTICLE 10

EMPLOYEE RECORDS, POSITION DESCRIPTIONS AND TRAINING

Section 1. Employee Records. Management is responsible for maintaining employee personnel records; this includes records of employment regarding awards, promotions, disciplinary or adverse actions, Individual Development Plans (IDPs), and other actions related to personnel matters. 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. The Parties understand that their official personnel record is contained in the electronic Official Personnel File (eOPF), which is subject to the provisions of the Privacy Act. Employees may access eOPF to review their personnel records.

Section 2. Position Descriptions.

a. General. Management is responsible for determining the classification of positions of employees; such determinations will be made in accordance with applicable laws, rules, and regulations. Employees and their supervisors will review position descriptions annually, normally at the time of developing performance plans. Employees will be provided with a copy of their position description upon request.

b. Accuracy of Position Descriptions. Each employee is entitled to a job description which accurately reflects the duties and responsibilities officially assigned to the employee. Questions of fact regarding the accuracy of officially assigned position descriptions should be resolved between the employee and their immediate supervisor. Employees should consult with their supervisor if they believe their position description is inaccurate. Employees may seek the adjustment of the pay category, title, series, or grade of their officially assigned position in accordance with applicable law, rule, and regulation.

Section 3. Training.

a. General. The Parties recognize the ongoing need for training to develop, enhance, or refresh the skills, knowledge, and abilities required for the full performance of official duties. Management is responsible for establishing training programs to improve employee efficiency, utilization and career development consistent with mission requirements. Management determines whether any training course or program is required based on mission needs, and will approve and assign training accordingly.

b. Training Opportunities. Training selection will be based upon the following considerations:

1. Relation of training course to employee's assigned duties.
2. The employee's need for the training in their current job assignment.
3. Whether the employee has previously taken the same training course.
4. The employee's IDP and the available equivalent courses.
5. Training course requirements, such as prerequisite course completion, pay grade, or good conduct standing.

c. IDP. Employees are responsible for creating and maintaining their IDP through consultation with their supervisor. Employees are encouraged to review their IDP progress with their supervisors during the annual performance cycle.

d. Additional Considerations.

1. The Employer agrees to extend every reasonable consideration to the reimbursement of expenses incurred by the employee in attendance at work-related courses that meet the needs identified by the employee's supervisor to develop the employee's job competence. Partial or full reimbursement, if approved, will be in accordance with existing policies and regulations.
2. A request for training should be submitted at least twenty (20) working days prior to the starting date of a short term training course (less than one hundred twenty (120) consecutive calendar days).
3. Training will not be provided for the sole purpose of allowing the employee to obtain a degree, unless required by laws, rules, or regulations.
4. All training provided will be related to the employee's current position and will not be provided simply to enhance an employee's opportunity for advancement.

ARTICLE 11

DISCIPLINE

Section 1. Policy. Disciplinary and adverse actions shall be initiated by the Employer in accordance with applicable laws, regulations, and policies, be tailored to the facts and circumstances of each individual case, and promote the efficiency of the service. Employees are responsible for adhering to established laws, rules, regulations and policies. All discussion regarding disciplinary or adverse actions will be conducted in private. Nothing in this Article restricts Management's right to impose disciplinary or adverse action for criminal activity.

Section 2. Table of Penalties. The Employer agrees to consider the suggested table of penalties set forth by Department of the Army when initiating a disciplinary or adverse action.

Section 3. 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 them, including the right to representation.

- a. The employee may be represented by the Union, an attorney, or another individual in their reply to the proposed action. In the event that the employee chooses a representative who is also a Department of Army employee, the representative may be disallowed if the Employer determines that a conflict of interest exists.
- b. Employees will be furnished with the proposal letter in all cases of proposed disciplinary or adverse actions. Employees will notify the Employer, in writing, of their designated representative before confidential information pertaining to the case is released to the representative. In all cases, the employee and their designated representative, if any, will be given the opportunity to review the documentation on which the proposed action is based.
- c. A bargaining unit 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 the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

Section 4. Counseling Sessions. Counseling sessions may, among other things, be used by supervisors to communicate their observations and expectations regarding an employee's performance or conduct. Counseling sessions may be verbal, written, or both. Counseling sessions are not disciplinary in nature. Any forms of counseling may be considered in future disciplinary actions.

Section 5. Formal Disciplinary Actions. A formal disciplinary action is any action taken against an employee that is a formal letter of reprimand (LOR) or an action effecting a suspension of fourteen (14) calendar days or less to be placed in an employee's official personnel record.

a. LORs may be issued in increments of one (1), two (2), and three (3) years, depending on the severity of the offense. At Management's discretion, the supervisor may remove any such LOR prior to the end of the prescribed term if they determine an employee's conduct has sufficiently improved.

b. An employee being considered for formal disciplinary action is entitled to the following:

1. Advance written notice of any proposed disciplinary action unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations. If applicable, the notice of proposed action will include the specific allegations of misconduct (charges) for which the action is to be imposed.

2. An opportunity to respond to the proposal letter orally or in writing unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations. A reasonable amount of official duty time will be allowed for the employee to prepare a reply; that amount of time will be determined by their supervisor. Extensions of time to prepare a reply may be granted if circumstances warrant.

3. A final decision notice with applicable statutory rights.

Section 6. Adverse Actions. An adverse action is any action taken against an employee which causes a reduction in grade or pay, removal, suspension for more than fourteen (14) calendar days, or a furlough of thirty (30) calendar days or less to be placed in an employee's official personnel record. An employee being considered for an adverse action shall be entitled to the following:

a. Not less than thirty (30) days advance written notice of any proposed adverse action unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations. If applicable, the notice of proposed action will include the specific allegations of misconduct (charges) for which the action is to be imposed. The proposal notice will include, at a minimum, the reasons for the Employer's proposed action and the charge for each specific act of alleged misconduct.

b. A reasonable opportunity to respond to the proposal letter orally or in writing unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations. A reasonable amount of official duty time will be allowed for the employee to prepare a reply; that

amount of time will be determined by their supervisor. Extensions of time to prepare a reply may be granted if circumstances warrant.

c. A final decision notice with applicable statutory rights, including the right to appeal the decision to the Merit Systems Protection Board (MSPB).

Section 7. Grievances. After receiving a disciplinary or adverse action decision, an employee may utilize the negotiated grievance procedure, as appropriate, and as allowed by current applicable laws, rules, and regulations. Decisions of removal from Federal service for reasons of misconduct or unacceptable performance are excluded from the grievance procedure.

ARTICLE 12

UNION REPRESENTATION

Section 1. General. The conduct of Union representational business as set forth in this Agreement shall normally be conducted during duty hours when the employee is otherwise in a duty status. Every reasonable effort will be made by Management to schedule meetings subject to this Agreement within the normal duty hours of the employees and Union representatives involved.

Section 2. Representational Duties.

- a. Formal discussions between one or more representatives of the Employer and one or more employees in the unit, or their representatives, concerning any grievance, any personnel policy or practice, or other general condition of employment.
- 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, and administrative and statutory procedures, including but not limited to investigations of witnesses, appearances at hearings, etc.
- d. Meetings requested by the Union to discuss representational matters.
- e. Negotiations on appropriate issues relating to working conditions or personnel policies, to include collective bargaining negotiations.
- f. Time spent in joint Labor-Management meetings.

Section 3. Excluded Activities from Official Time.

- a. Election of officers, including all related activities, e.g., campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, etc.
- b. Preparation and distribution of any internal news bulletin or newspaper, or literature soliciting membership.
- c. Soliciting signatures on dues-withholding authorization forms for collection of union dues.
- d. Performance of administrative functions related to benefits offered by the Union.
- e. All activities related to organizing non-bargaining unit employees.

Section 4. Use of Official Time. Reasonable amounts of official time shall be defined in the following manner:

a. The Union Vice President shall be allowed to use a total of up to ten (10) hours of official time per pay period, if needed, for the purpose of conducting bargaining unit representational business. There will be no carry-over hours from pay period to pay period. Time spent in meetings called by Management, collective bargaining negotiations, joint Labor-Management meetings, and Management-approved training shall not be counted toward this block of time.

b. Extenuating circumstances may require a need for additional official time to ensure the Union may exercise legitimate representational rights provided by the Statute. When additional time is needed, the Parties acknowledge the Civilian Personnel Advisory Center (CPAC) is the normal channel through which requests shall be made using the procedures set forth below. These procedures are applicable to the Vice President and Stewards. It is understood that the blocks of official time specified in this section are for normal, steady state operations and that requests for additional time during surge periods (e.g. multiple, simultaneous grievances) may be necessary and will be expedited.

1. The Union will submit a written request to the CPAC, in advance, explaining the need for the additional time. In the event of an urgent, time-sensitive situation, the Union may send the request directly to the Management Negotiating Committee for a decision.

2. The CPAC will send the Union's request to Management Negotiating Committee to evaluate the need for additional time and for a decision.

3. After the Management Negotiating Committee has made a determination, they shall notify the CPAC of their final decision.

4. The CPAC will send the Union a written response regarding whether their request is granted or denied within five (5) workdays after receipt of the request. If denied, the reasons for denial shall also be provided to the Union.

c. The number of Stewards authorized to be on official time shall be a minimum number required in order to ensure bargaining unit employees are reasonably represented.

d. A block of official time, not to exceed twenty (20) hours per pay period, if needed, shall be allotted to designated Stewards for the purpose of conducting bargaining unit representational business. The Union shall be responsible for managing the use of allotted hours and will ensure time spent performing representational duties is properly recorded in the Employer's timekeeping/record system each pay period. There will be no carry-over hours from pay period to pay

period. Time spent in meetings called by Management, collective bargaining negotiations, joint Labor-Management meetings, and Management-approved training shall not be counted toward this block of time.

e. The Vice President will provide the Management Negotiating Committee with a list of Stewards that are authorized to use official time. This list will be updated as needed.

f. Union representatives agree to use official time efficiently and effectively, conducting representational business with as much dispatch as possible.

Section 5. Procedures for Requesting Official Time.

a. Prior to conducting representational business, Union representatives will request first-line supervisory approval in writing (e.g. e-mail), as far in advance as possible. The supervisor may defer the use of official time due to mission requirements. Normally, deferrals will be for no longer than immediate mission requirements.

b. Union representatives shall record their use of official time with the Employer's timekeeping/record system using the designated special project code for Union activities.

c. Union members designated to participate in joint Union-Management meetings shall be allowed official time to participate in scheduled meetings, if otherwise in a duty status.

d. If a Union representative is in a formal meeting, grievance or hearing, and said meeting/hearing extends beyond the end of the Union representative's duty time, the Union representative will no longer be authorized official time. The meeting may continue by mutual consent of the Parties, or will be rescheduled.

Section 6. Union-Sponsored Training.

a. Official time may be granted to Union representatives to attend union-sponsored training, when it is demonstrated by the Union that the training is mutually beneficial to the Employer.

b. A minimum of twenty (20) calendar days prior to any scheduled training, the Union shall submit a written request to the CPAC setting forth the Union representatives who will attend the training, stating the purpose of the training, and providing an agenda (if available) of the training.

c. The CPAC will send the Union's request to the Management Negotiating Committee for evaluation and a decision.

d. After the Management Negotiating Committee has made a determination, they shall notify the CPAC of their final decision.

e. The CPAC will send the Union a written response regarding whether their request is granted or denied. If denied, the reasons for denial shall also be provided to the Union.

ARTICLE 13

GRIEVANCE PROCEDURES

Section 1. Common Goal. First Army Management and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner consistent with the provisions of this Agreement and the Labor Relations Statute. To accomplish this, every effort will be made to settle grievances expeditiously, at the lowest level of supervision, where the grievance has merit based upon the facts presented. Arbitration should only be invoked when the assistance of a third party is required. Any arbitration under this Agreement will be subject to the arbitration procedures in Article 15.

Section 2. Policy.

- a. This procedure shall be the exclusive procedure for resolving grievances which fall under this Agreement. A grievance may be initiated and processed by an employee(s) concerning matters relating to working conditions, supervisory relationships, disciplinary and adverse actions, conditions of employment or any other matter not specifically excluded under Section 4 of this Article.
- b. Employees using this procedure may be represented by the Union or represent themselves. In the event an employee(s) chooses self-representation, it is agreed that the Union shall be afforded the opportunity to be present during grievance meetings/hearings held under this Agreement.
- c. In exercising their right to present a grievance, employee(s) and employee representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.
- d. Grievances, once processed under this procedure, involving the same individuals and substantially the same facts, will not be resubmitted under this procedure or be processed under any other procedure, either concurrently or sequentially, except where Management fails to implement and uphold a previous grievance resolved in favor of the employee. This shall not preclude an employee from processing a grievance on a second occurrence of the same issue. Issues initiated under other formal complaint procedures may not be entered into this grievance procedure.
- e. In processing a grievance, the grievant or the designated representative shall specifically identify the contract provision, law, rule, regulation, policy, practice or memorandum of agreement that has been violated, if applicable, or the circumstances which gave cause for the grievance and the resolution desired.

f. For those issues for which administrative or statutory appeal procedures exist, the employee may choose to follow those appeal procedures, or may initiate a grievance under these procedures, but not both, unless specifically excluded under Section 4 of this Article.

Section 3. Grievability/Arbitrability. Questions that cannot be resolved between the Parties as to whether or not a grievance is on a matter subject to this grievance procedure, or is subject to arbitration, will be referred to an arbitrator for decision. These questions will be submitted to the arbitrator and decided separately from the merits of the grievance. Both Parties agree that this provision will be used in good faith and not as a measure to raise clearly untimely issues to arbitration.

Section 4. Exclusions. Excluded from this procedure are issues that involve:

- a. An action terminating a temporary promotion or detail, 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. Matters listed under 5 USC 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.
 5. The classification of any position which does not result in the reduction in grade or pay of an employee.
- e. The non-selection for promotion from a group of properly ranked and certified candidates.
- f. Furlough of thirty (30) days or less, imposed by higher authority.
- g. Failure to recommend and/or approve discretionary awards.
- h. Failure to recommend and/or disapproval of discretionary funding programs where Management has no influence over the selection process (e.g., student loan repayment, tuition reimbursement, etc.).

- i. Issues related to covered employees seeking placement in positions outside the bargaining unit.

Section 5. 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 Equal Employment Opportunity (EEO) complaint, the grievant will be referred to the EEO 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. Allegations of discrimination will either be processed under these grievance procedures or under the EEO complaint procedures, but not both. The employee shall place this decision in writing.

Section 6. Initial Processing. All grievances must be initiated in accordance with the procedures in Section 8 of this Article 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 7. Time Limitations.

- a. Prescribed time limitations under this procedure may be extended by mutual agreement between the grievant/Union and Management deciding official. Such requests will be presented and replied to in writing.
- b. Failure of the grievant/Union to comply with prescribed time limitations under this procedure may be grounds for Management to reject the grievance, in which case no further consideration will be given to the matter. Any Management exception to prescribed time limitations under this procedure is not precedent setting.

Section 8. Procedures.

- a. First Step.
 - 1. An employee(s) will notify their first-line supervisor in writing of their intent to present a grievance.
 - 2. The first-line supervisor will be responsible for scheduling the first step grievance meeting. The meeting will normally be held within ten (10) workdays of receipt of the grievance.
 - 3. The first-line supervisor will provide a written response to the grievant within fifteen (15) workdays from the conclusion of the meeting. If the issue has not been resolved, the employee may advance the grievance to the next step of the procedure.

b. Second Step.

1. If dissatisfied with the first step decision, the employee(s) shall submit the second step grievance in writing using the specified grievance form (RIA Form 690-14). The second step grievance will be submitted within ten (10) workdays from receipt of the first step decision to their second-line supervisor or their designated representative, who will serve as the hearing official. The hearing official will be responsible for acquiring the grievance control number from the CPAC, annotating the date received, and scheduling the grievance meeting. The second step meeting will normally be held within ten (10) workdays from receipt of the grievance.
2. A written decision will be provided to the grievant within fifteen (15) workdays from the conclusion of the second step meeting.
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.

c. Third Step.

1. Third step grievances will be submitted to the CPAC within ten (10) workdays from receipt of the second step decision. A minimum of two (2) deciding officials, designated by Management, will hear third step grievances. Designated deciding officials shall not be or shall not have been personally involved with the grieved issue. Management will be responsible for scheduling the date, time, and location of third step grievance meetings. The grievance meeting will normally be held within ten (10) workdays from receipt of the grievance.
2. A written decision will be provided to the grievant within fifteen (15) workdays from the conclusion of the third step meeting.
3. If the grievance is settled to the satisfaction of the employee, 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 twenty (20) workdays from the receipt of the final step decision, that the unresolved grievance be submitted for binding arbitration.

Section 9. Performance Appraisal Grievances. Performance appraisal grievances shall follow the same procedures as all other grievances with the exception of the selection of grievance deciding officials. Grievance deciding officials for performance appraisal grievances shall be designated as follows:

- a. First Step Grievance – Rating Official of the appraisal.

- b. Second Step Grievance – Higher Level Reviewer of the appraisal.
- c. Third Step Grievance - Same as third step grievance procedure described in Section 8 of this Article.

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 they desire. 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. If an employee requests termination of the grievance, resigns, dies, or is separated 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 the case is being closed without decision. This does not apply to separations where the grievance is challenging applicable removal actions. A copy of this notification will be made a part of the case record.

Section 12. Official Duty Time (Employees).

- a. An employee, if otherwise in an active duty status, may use reasonable amounts of official duty time without charge to leave or loss of pay for such purposes as securing advice on rights and privileges under governing regulations, obtaining information or assistance pertaining to the grievance, and preparation for and participation in the grievance procedure.
- b. A representative who is an employee of First Army may, if otherwise in a duty status, use reasonable amounts of official time without charge to leave or loss of pay for the purpose of preparing and participating in the personal presentation of the grievance, including any hearing held in connection herewith.
- c. The use of official time is subject to advance supervisory approval and Management reserves the right to delay or reschedule due to mission needs.

Section 13. Settlement of Grievances. It is agreed that when a grievant fails to advance a grievance to the next step within ten (10) workdays from receipt of the grievance decision, or terminates the grievance at any step, the matter will be considered closed and no further action will be taken regarding the grievance.

Section 14. Grievances Resulting from Disciplinary Actions. All grievances resulting from disciplinary actions will be entered at the final step (third step) of the grievance procedure.

Section 15. Solicitation of Grievances. Union representatives may not solicit grievances. This provision does not refer to normal contract administration conducted by Stewards. Safety grievances will not be considered as solicited.

ARTICLE 14

UNION AND MANAGEMENT DISPUTE PROCEDURES

Section 1. General.

- a. The purpose of this Article is to provide for the satisfactory settlement of disputes between the Union and Management involving the application and/or interpretation of this Agreement where no individual employee grievance is involved.
- b. Questions that cannot be resolved by the Parties as to whether or not a dispute is on a matter subject to these procedures shall be referred to arbitration for decision.
- c. All grievances under these procedures must be initiated within ten (10) workdays after the Parties 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.
- d. If the dispute has bargaining unit-wide impact, it will be entered into the second step of the procedures.
- e. Prescribed time limitations under this procedure may be extended by mutual agreement between the Union and Management. Such requests will be presented and replied to in writing.

Section 2. Procedures.

- a. First Step. The Union will submit a written grievance using the specified grievance form (RIA Form 690-14) to the Civilian Personnel Advisory Center (CPAC). The CPAC will annotate the date of receipt on the grievance form. The CPAC Labor Relations Officer will serve as the hearing official. The meeting between the Union and Labor Relations Officer will be held within five (5) workdays from the written request. A written decision will be provided to the Union within five (5) workdays from the conclusion of the meeting. If the Union finds the decision to be unsatisfactory, they may advance the grievance to the next step of the procedure within prescribed timeframes.
- b. Second Step. The Union will submit the written grievance using the specified grievance form (RIA Form 690-14) to the CPAC within five (5) workdays from the date of the first step decision. The CPAC will annotate the date of receipt on the grievance form. The Management Negotiating Committee will serve as the hearing official. The Management and Union Negotiating Committees will meet to discuss the grievance within five (5) workdays of the written request. The Union shall be

provided with a written decision within ten (10) workdays from the conclusion of the meeting.

Section 3. Arbitration. The Union may request arbitration after procedures in Section 2 of this Article are exhausted; the request will be submitted to the CPAC in writing within thirty (30) days of the second step decision. The procedures for arbitration shall be in accordance with Article 15 of this Agreement.

Section 4. Management-Initiated Grievances. Management-initiated grievances are processed under the above procedures, altered to the extent that the CPAC initiates the procedure by notifying the Union.

ARTICLE 15

ARBITRATION PROCEDURES

Section 1. Notice to Invoke Arbitration. Only the Union or Management may refer to arbitration any grievance or Union-Management dispute that remains unresolved after the final step of the negotiated grievance procedure.

a. A notice to invoke arbitration shall be made in writing to the opposite party within twenty (20) workdays after receipt of the written decision rendered in the final step of the grievance procedure.

b. If two (2) or more grievances reach the arbitration procedure concurrently, a separate arbitrator shall be chosen for each grievance; however, the Parties may mutually agree to combine the grievances for arbitration in order to reduce cost and expedite issues.

c. When possible, arbitration and mediation hearings shall be held during normal duty hours on Rock Island Arsenal. All First Army employees who participate in the proceedings as a grievant or witness shall not be charged leave or incur a loss of pay while participating in the proceedings, if otherwise in a duty status. Union representatives, if otherwise in a duty status, will be granted official time to participate in the proceedings. In the event that such meeting/hearings extend past an employee's normal duty hours, no overtime or compensatory time will be paid. In such case, the meeting/hearings may continue by mutual consent of the parties or will be rescheduled.

d. The Parties shall continue to attempt to resolve disputes prior to the issuance of a decision by the arbitrator, as this promotes the spirit of cooperation and conciliation intended by this Agreement.

Section 2. Mediation. Within ten (10) workdays from the date of receipt of the arbitration request, the Parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS) for grievance mediation. The Parties shall meet at a mutually agreeable time with the FMCS mediator for the purpose of endeavoring to resolve the issue(s) giving rise to the arbitration request.

Section 3. Procedures for Selecting the Arbitrator.

a. If an agreement cannot be reached at mediation, the Parties will request a list of qualified, impartial arbitrators from FMCS within ten (10) workdays of the mediation meeting. The Parties will alternate submitting the request and paying any FMCS processing fee for the arbitrator list, starting with Management.

b. The Parties shall meet at a mutually agreed upon time to select an arbitrator within thirty (30) calendar days after receipt of the arbitrator list. Management and the Union will take turns striking one arbitrator's name from the list until there is only one name remaining. The remaining name shall be the duly selected arbitrator. The Union shall strike first for the first arbitration case; the Parties shall alternate thereafter.

c. Within ten (10) workdays after selection of the arbitrator, the Civilian Personnel Advisory Center (CPAC) shall send a notification to the arbitrator and request available dates for the hearing.

d. At a mutually agreeable time, no less than five (5) workdays before the arbitration hearing, the Union representatives and Management representatives shall meet to discuss evidence, witnesses, joint exhibits, etc. The Parties shall attempt to stipulate to the issue or submit separate statements of the issue to the arbitrator.

e. The Union and Management shall be permitted to call relevant employees as witnesses. Questions as to the necessity of any particular witness will be resolved by the arbitrator. The Parties requesting witnesses to be present who are not employees of First Army shall bear expenses of the witnesses. All witnesses will be required to testify under oath or affirmation.

f. The Parties agree to submit post hearing briefs within the time frames determined 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 copies.

g. The Parties shall request an arbitration decision as quickly as possible, normally no later than sixty (60) calendar days after the conclusion of the hearing, unless the Parties otherwise agree.

h. Reopening of Hearing. Prior to the arbitrator's decision, if either Party finds evidence that is new, material, relevant, and was not previously available despite due diligence on the part of the producing party, that Party may file a written motion with the arbitrator requesting that the hearing be reopened and a statement of the reasons justifying the reopening. A copy of such written motion shall be served upon the other Party at the same time it is filed with the arbitrator.

Section 4. Fees and Expenses. Except as provided below, fees and expenses of the arbitrator will be shared equally by Management and the Union.

a. Either Party may withdraw the arbitration request at any time. After the selection of the arbitrator, the Party requesting withdrawal shall be responsible for all applicable arbitrator fees.

b. If the Parties resolve the grievance and no longer require the services of the arbitrator, any expenses or fees associated with the cancellation of the arbitrator will be borne equally.

c. Either party may arrange for a court reporter to be present at the hearing, subject to approval of the arbitrator. The costs of the court reporter will be borne by the requestor. If both parties mutually agree that the proceedings should be recorded by a court reporter, the expense will be shared equally. Each party will be responsible for requesting and purchasing their own copy of the transcript upon completion of the hearing.

d. Upon a specific finding by the arbitrator that either Management's or the Union's position is completely meritless, the arbitrator is authorized to assess up to one hundred (100) percent of fees and costs against the non-prevailing party.

e. If the grievance deciding official does not meet their obligation to comply with the negotiated grievance procedure timelines and the grieving party is able to show, to the arbitrator's satisfaction, that the failure to meet those timelines is, at least in part, the reason for invoking arbitration, and the responding party prevails or there is a split decision, no more than twenty five (25) percent of the cost will be borne by the grieving party. If the grieving party prevails, one hundred (100) percent of the arbitrator's fees and costs will be borne by the responding party.

Section 5. Arbitrator's Decision. 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.

a. In rendering a decision, 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.

b. By mutual agreement, the Parties may establish alternatives to a full hearing.

Section 6. Management-Initiated Arbitrations. Management-initiated arbitrations shall be processed under the above procedure, altered to the extent that the CPAC shall initiate the procedure by notifying the Union.

ARTICLE 16

VOLUNTARY ALLOTMENT OF UNION DUES

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

Section 2. Authorizing Allotment. An employee may at any time authorize an allotment from their pay for the payment of union dues (the regular, periodic amounts required to maintain good standing in the Union) provided they meet all of the following requirements:

- a. They regularly receive an amount of pay that is sufficient after legal and other authorized deductions to cover the full amount of union dues.
- b. They have voluntarily completed Standard Form 1187 (SF-1187), Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.
- c. They are officially assigned, including via detail, to a position in the unit represented by the Union for which they authorize payroll withholding of dues.

Section 3. Procedure. Deduction of union dues for an eligible employee will be accomplished by the appropriate Payroll Office, beginning after receipt by the Payroll Office of the employee's properly completed and signed SF-1187, provided the designated official of the Union has completed and signed Section A of the SF-1187, certifying to the amount, and has submitted such form to the Payroll Office.

Section 4. Amount.

- a. The amount of the union dues to be deducted each pay period will remain as originally certified on the SF-1187 by the designated union official until a change is made and certified to by such official and that certification is submitted directly to the appropriate Payroll Office.
- b. Any change in the amount of an employee's regular dues with resultant changes in the amount of the dues deduction of such employee per pay period will be effective with 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 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 stopped due to an administrative error.

Section 5. Termination of Dues Allotment.

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. Loss of exclusive recognition by the bargaining unit;
2. Suspension or termination of the Agreement providing for dues withholding by an appropriate authority outside DoD;
3. Suspension or expulsion of the employee from the Union;
4. Any type of separation, transfer, or other personnel action which results in the employee's position no longer being in the bargaining unit.

b. An employee's allotment for the deduction of union dues may also be terminated by the employee's submission of a Standard Form 1188 (SF-1188), Cancellation of Payroll Deductions for Labor Organization Dues, to the appropriate Payroll Office. In order for an employee to stop their allotment of dues, they must have been a dues paying member for at least twelve (12) months. An employee may cancel their dues withholding on their one year anniversary date. Thereafter, revocation of dues will only be processed at the start of the first pay period on or after 1 September. The revocation must be received prior to such date. Upon receipt of any such SF-1188, the Employer will transmit the duplicate of such form to the designated union official.

c. The Union will promptly notify the appropriate 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.

d. When an employee's dues are terminated because of a detail or temporary promotion to a position outside of the bargaining unit, the dues deductions will not be reinstated upon expiration of the detail or temporary promotion unless or until the employee submits a new SF-1187.

Section 6. Union Receipt of Dues. Management, through the Payroll Office, will transmit to the Union the following after each payday:

a. Electronic transfers to the Union in an amount equal to the total of all allotment deductions made, less monies paid to employees as a result of improper dues deduction; normally, this is done by the Treasury of the United States.

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

Section 7. Dues Information for Members.

- a. The Union recognizes its obligation 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 Union 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.

ARTICLE 17

REDUCTION-IN-FORCE (RIF)

Section 1. General. Reduction-In-Force (RIF) actions are taken when Management must reduce civilian positions. All affected employees compete within their competitive area to determine whether the employee retains his or her present position. RIF will be administered in accordance with applicable laws, rules, and regulations in a manner which will affect the necessary reductions in strength with a minimum of disruption to the mission and dislocation of employees. Whenever practicable, Management will attempt to achieve a RIF through normal attrition.

Section 2. Union Notice and Negotiations. Management agrees to provide advance notice to the Union when a need for formal RIF planning has been determined. Management determines when reductions in personnel will be made, what positions will be abolished, and the competitive level of the competing employees in accordance with applicable laws, rules, and regulations. However, Management agrees to meet with and negotiate procedures and appropriate arrangements with the Union for adversely affected bargaining unit employees, as appropriate, in accordance with 5 USC Chapter 71 and other applicable laws, rules, and regulations.

Section 3. Information to the Union.

- a. Retention Registers. Retention registers will be provided to the Union for all rounds of the RIF, to include updated retention registers.
- b. RIF Letters. The Union shall be furnished a copy of all RIF notice letters given to bargaining unit members.

Section 4. Union Involvement. The Union agrees to promote understanding of necessary RIF actions impacting bargaining unit employees. The Employer and the Union shall work toward minimizing the adverse impact of such actions.

- a. For RIF actions involving separations, the Employer will coordinate with the Union and allow the Union to provide suggestions or comments.
- b. The Employer will provide training in RIF procedures to the Union.
- c. The Employer will meet with representatives of the Union, as required:
 - 1. To discuss information concerning the RIF process.
 - 2. To provide the opportunity to review the Management implementation plan.

3. To resolve individual employee concerns. The Employer will provide information leading to adverse actions and separations of individual employees.

Section 5. RIF Determination Factors. The determination of which employees shall be separated from employment through RIF shall be made primarily on the basis of performance. In general, employees shall be ranked on a retention register based on periods of assessed performance (less than twelve (12) months or twelve (12) months or more), and further listed based on the following retention factors, in descending order:

- a. Rating of record;
- b. Tenure group;
- c. Average score;
- d. Veterans' preference; and
- e. DoD service computation date for RIF (DoD SCD-RIF).

Section 6. Competitive Levels. The Employer agrees to establish appropriate competitive levels consisting of all positions in a competitive area that are in the same grade (or occupational level) and classification series, and that are similar enough in duties, qualification requirements, pay schedules, and working conditions such that an agency may reassign the incumbent of one position to any of the other positions in the competitive level without undue interruption.

Section 7. Employee Qualifications. The Employer and Union shall jointly encourage all employees to update their electronic Official Personnel File (eOPF) to ensure that their experience and qualifications are accurately reflected in their eOPF prior to the cut-off date listed in the RIF announcement.

Section 8. Vacancies. The Employer agrees to consider the use of existing vacancies to the extent practicable to place employees who would otherwise be separated. The Employer may consider the waiver of minimum qualifications in filling positions in lieu of separating an employee.

Section 9. Contents of Notice. The Employer agrees to provide general notification to employees of a pending RIF with as much advance notice as practicable. This general notification shall include the cutoff date when employees will no longer be able to update their eOPF.

- a. The employee shall be furnished a specific RIF notice a minimum of sixty (60) calendar days prior to the effective date. The notice will contain, as a minimum:

1. The specific personnel action to be taken, the reasons for the action, and its effective date;
2. The employee's competitive area, competitive level, subgroup, service date, and two most recent ratings of record received during the last four (4) years;
3. The place where the employee may inspect the regulations and records pertinent to their situation; and
4. Appeal rights.

b. The employee will be offered the opportunity to be counseled on the RIF personnel action. In this counseling, the employee may be accompanied by Union representation.

c. The Employer will provide employees information on job opportunities, retirement options, severance pay, and other benefits which may be applicable to their individual situation.

d. Employees will be given three (3) working days to accept or reject an initial job offer. For amendments or subsequent offers, Employees will be given two (2) working days. Failure to respond to the offer in the time limits prescribed will be considered a rejection of the offer.

e. The Parties recognize that the original notification to an individual employee may be amended up to the original effective date of the RIF action.

Section 10. Re-promotion Register.

a. The Employer agrees to provide the Union with a copy of the re-promotion register upon written request to the Civilian Personnel Advisory Center (CPAC).

b. Re-promotion to positions of former grades will be in accordance with Office of Personnel Management (OPM) and Agency regulations.

Section 11. Reemployment Register. Employees on the reemployment register will be considered for employment prior to filling vacancies from other sources in accordance with laws, rules, and regulations.

Section 12. Competitive Area. The Employer agrees to meet and confer with the Union when establishing or changing the competitive area.

Section 13. Potential Impacts to Employees of RIF. Potential impacts to employees of a RIF may include, but are not limited to: separation; demotion; and reassignment requiring displacement.

ARTICLE 18

MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. In exercising the right to make rules and regulations related to personnel policies, procedures, practices, and matters affecting working conditions, the Employer shall abide by the obligations imposed by this Agreement and 5 USC Chapter 71.

Section 2. Matters appropriate for negotiation between the Parties are issues related to personnel policies, practices, and other matters affecting working conditions of bargaining unit employees which are within the discretion of the Employer to make decisions on and concessions in, including, but not limited to, matters of safety, training, labor-management cooperation, leave, promotion plans, implementation of reductions-in-force and realignments of the workforce, hours of work, and other subjects as appropriate under the provisions of 5 USC Chapter 71.

Section 3. The Employer agrees to negotiate with the Union prior to implementation of any newly formulated or revised personnel policies, practices, or other matters affecting working conditions proposed by the Employer during the term of this Agreement, as required by law and this Agreement.

Section 4. 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 Agreement. Any expansion, limitation, or deviation from this Agreement must be mutually agreed to in writing by the Union and Management Negotiating Committees.

ARTICLE 19

PROCEDURES FOR MID-TERM NEGOTIATIONS

Section 1. General.

- a. The Parties acknowledge the Civilian Personnel Advisory Center (CPAC) is the normal channel through which written notifications and requests shall be made, as set forth below.
- b. Union notifications under this Agreement will be made to the Union Vice President and all members of the Union Negotiating Committee.

Section 2. Notice to the Union.

- a. The Employer, through the CPAC, will provide the Union with advance written notice of not less than five (5) workdays prior to implementation of any proposed new, or change to, existing rules, regulations, or other formally documented policies affecting working conditions. The CPAC will provide the Union with a copy of the proposed document(s). The Union will confirm receipt of the notification. After receiving notification, the Union will review the proposal and respond within five (5) workdays in one of the following ways:
 - 1. If the Union does not desire additional information or an explanation of the proposed change(s), and the proposal is not acceptable, the Union will submit a written request to negotiate to CPAC and the Management Negotiation Committee.
 - 2. If the Union desires additional information or an explanation of the proposed change(s), the Union will make a written request to CPAC and the Management Negotiation Committee for further information or for a meeting to discuss the proposal. Such requests for information or meetings will be responded to within five (5) workdays after the request is received.
- b. If, after receiving the requested information or meeting to discuss, the proposal is not acceptable, the Union will submit a written request for negotiations to the CPAC within five (5) workdays.
- c. Within five (5) workdays after receipt of the Union's request to negotiate, the CPAC will schedule a meeting of the Union and Management Negotiating Committees for the purpose of negotiating the issue. The Union will provide the Employer with a copy of the specific counterproposals no less than two (2) workdays prior to the scheduled meeting time.

d. No response by the Union within the prescribed timeframes will be interpreted as acceptance, and the Employer may implement the proposal without further recourse.

e. Extensions of the above timeframes may be granted by mutual agreement of the Parties.

Section 3. Procedures for Negotiations. For negotiations under this Agreement, the following procedures will apply:

a. Management will determine the number of members of its negotiating committee, and the Union will maintain an equal number. A quorum normally will consist of at least three (3) members for each Party.

b. Negotiations shall normally be conducted during duty hours. Time spent in negotiations shall be considered official time if otherwise in a duty status.

c. If, following good faith negotiations, either Party determines that 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 five (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 for reasons of mission, safety, statutory requirement, time-sensitive matter, or compelling need. This shall not preclude either Party from seeking the services of the Federal Service Impasses Panel (FSIP). The Parties recognize that the FSIP may require the Employer to add to, amend or delete the implemented change. The Employer agrees that those changes which impact only the Unit or section thereof, for which there is no urgency, will not be implemented until any resulting impasses have been resolved. Nothing in this section shall preclude either Party from exercising any other rights under the Statute.

d. The Parties will formalize their agreements through memoranda of understanding, or other appropriate documents, which will be binding on the Parties with the same force and effect as provisions of a final negotiated agreement.

ARTICLE 20

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. In accordance with 5 USC 7114(c), this Agreement will be submitted to Agency Head for review to determine compliance with applicable published laws, regulations, and policies. The Parties will meet and negotiate changes based on feedback from Agency Head. The Agreement will become effective upon Agency Head approval, or on the 31st day following the Parties signing the Agreement, in the absence of disapproval.

Section 2. This Agreement shall be binding upon the Employer and the Union for a period of five (5) years from the effective date. The Agreement shall be renewed for an additional one (1) year period unless, between one hundred five (105) and sixty (60) calendar days prior to the fifth anniversary date, or any anniversary date thereafter, either Party gives written notice to the other of their desire to renegotiate the Agreement. If neither Party gives timely notice, the Agreement shall be automatically renewed for one (1) additional year from the expiration date or any anniversary date thereafter.

Section 3. This Agreement may be amended and/or supplemented in accordance with Article 18, Matters Appropriate for Negotiation, and Article 19, Procedures for Mid-Term Negotiations. 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 proposed 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 upon date. No changes other than the agreed upon amendment(s) shall be considered during negotiations.

Section 5. This Agreement will be published and distributed to all bargaining unit employees electronically 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 mutual agreement of the Parties.

HQ FIRST ARMY CBA: MANDATORY UNDERSTANDINGS AND CLARIFICATIONS

First Army's initial CBA was conditionally approved by the DoD on 5 February 2019 with the mandatory understanding that the below provisions are interpreted in the following manner:

ARTICLE 7, WORK SCHEDULES, Section 4, Wellness Breaks

This provision is approved only because of the last sentence. This provision is approved with the strict understanding that this replaces any other break period an employee may otherwise have been entitled to take and is the only break the employee is entitled. If any employee is entitled to another break this time would have to be granted as administrative leave and would be disapproved as it would violate the Administrative Leave Act of 2016.

ARTICLE 7, WORK SCHEDULES, Sections 9.a and 9.b

These two provisions are approved with the mandatory understanding that a notice and right to reply are not required/applicable in the case of emergency furloughs. While both provisions make reference to the exceptions in government-wide regulations, namely 5 C.F.R. §752.404(d)(1) & (2) which include the language about emergency furloughs, the language in both provisions could lead one to believe that a notice and right to reply is required in all actions. This is not the case in emergency furloughs and as such these two provisions must be interpreted in such a manner.

ARTICLE 11, DISCIPLINE, Sections 6.a and 6.b

These two provisions are approved with the mandatory understanding that a notice and right to reply are not required/applicable in the case of emergency furloughs. While both provisions make reference to the exceptions in government-wide regulations, namely 5 C.F.R. §752.404(d)(1) & (2) which include the language about emergency furloughs, the language in both provisions could lead one to believe that a notice and right to reply is required in all actions. This is not the case in emergency furloughs and as such these two provisions must be interpreted in such a manner.

The DoD provided clarification and feedback regarding the following provisions:

ARTICLE 19, PROCEDURES FOR MID-TERM NEGOTIATIONS, Section 3

This provision contains a sentence which could be problematic, and contradictory to the previous sentence; albeit not non-negotiable. That sentence reads that a quorum will consist of at least three members of each party. However, the previous sentence correctly indicates that management will determine the size of their negotiation team. It is not possible to have a quorum of three or more people if management determines to only utilize one or two negotiating committee members.

ADMINISTRATIVE LEAVE ACT OF 2016

Lastly, as a point of clarification, there are a number of provisions throughout this agreement that potentially grant small periods of administrative leave to employees. The Administrative Leave Act of 2016 prohibits any employee from being granted a cumulative total of more than 10 work days (80 hours) of administrative leave/excused absence in a calendar year. Therefore, the maximum amount of administrative leave/excused absence that can be granted to any employee in a calendar year cannot exceed 80 hours as to do so would violate the law. Any provision that would grant an employee administrative leave beyond the 80 hours becomes unenforceable at that point and such leave will no longer be granted even though the employee would otherwise be eligible for the leave.

The DoD Defense Civilian Personnel Advisory Service ordered mandatory understandings to remain with the CBA for its duration.