

AGREEMENT BETWEEN

US ARMY AVIATION AND MISSILE  
RESEARCH, DEVELOPMENT, and  
ENGINEERING CENTER,  
U.S. ARMY RESEARCH, DEVELOPMENT and  
ENGINEERING COMMAND

AND

AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
LOCAL 1858  
AFL-CIO

## AGREEMENT APPROVED ARTICLES

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## **ARTICLE 1**

### **PREAMBLE**

Pursuant to the applicable provisions of law and regulation, including Title 5, U.S. Code, Chapter 71, this agreement, together with any and all subsequent supplemental agreements and/or amendments, constitutes a total agreement and is entered into by and between the U.S. Army Aviation and Missile Research, Development, and Engineering Center (AMRDEC), U.S. Army Research, Development and Engineering Command (RDECOM), hereinafter referred to as the Employer, and the American Federation of Government Employees (AFGE), Local 1858, hereinafter referred to as the Union; for employees in the described units, hereinafter referred to as employees.

AMRDEC Laboratory/Personnel Demonstration Project and other employees as defined in Article 7, Section 2 are covered by all articles of this agreement as long as it complies with the Federal Registers pertaining to AMRDEC employees. The Federal Registers take precedence over any conflicting articles.

Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled.

It is the intent and purpose of the parties to this agreement to promote and improve the efficient administration of the Federal Service and the well being, dignity, and respect for employees through the maintenance of a constructive and cooperative relationship between the Union and the Employer. This agreement reflects the parties' consensus relative to personnel policies, practices, procedures and matters affecting other conditions of employment; and provides a means for negotiation, discussion, and adjustment of matters of interest to the Employer, the Union and employees.

## **ARTICLE 2**

### **PURPOSE**

The well being of the employees and the efficient and economical operations of all employing activities require that orderly and constructive relationships be maintained between the Employer and the Union. The parties to this agreement recognize that they must assume responsibility and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this agreement. It is the purpose of this agreement, therefore:

- a. To identify the parties and define their respective roles and responsibilities under this agreement.
- b. To state the policies, procedures, and methods that will hereafter govern the working relationship between the Employer and the Union.

- c. To ensure Union and employee participation with the Employer in the formulation and implementation of personnel policies and procedures affecting them, and their "conditions of employment."
- d. To provide for the highest degree of efficiency and responsibility while accomplishing the mission of the Employer.
- e. To enable the Union to fulfill its obligation to represent employees to the fullest extent of the law.

### **ARTICLE3**

### **AGREEMENT**

#### **Section 1. Agreement**

This agreement shall be binding after signature of all parties referenced in Article 1, Preamble subject to post audit review and approval by Department Civilian Personnel Advisory Service (DCPAS).

#### **Section 2. Duration, Renewal, and Termination**

This agreement shall remain in force for three years from the date of approval by the appropriate officials in the DoD and from year to year thereafter unless either party shall notify the other party, in writing, of a desire to terminate or renegotiate this agreement. The request to terminate or renegotiate must be submitted at least 60 calendar days prior to the expiration date, or to any subsequent anniversary date. This agreement will be extended until the new or revised agreement is approved.

#### **Section 3. Amendment to Agreement**

Any amendment to the Agreement shall be as follows:

- a. Where changes in existing laws or regulations promulgated outside DA have the effect of negating or invalidating any portion of this agreement, a request for revision to adopt provisions which conform with the new or amended law, directive, or regulation shall be made by either party at any time. The nature of the desired revision and reasons therefore shall be given by the sponsoring party with a required response within 30 days to renegotiate the portion of the Agreement affected. Amendments shall be binding after signatures of parties listed in Article 1, subject to post audit review and approval by DCPAS.
- b. If either the Union or the Employer desires to renegotiate a specific article or articles, the initiating party shall notify the other party in writing. The other party shall notify the initiating party within 15 days from receipt of notification of the decision to agree or disagree to renegotiation of the proposed article or articles. If there is mutual agreement to

renegotiate, such renegotiation shall commence at a mutually agreed upon time and place within 45 days.

#### Section 4. Distribution of Agreement

The Employer will post the Agreement on the (AMRDEC) Web Page. The Employer will furnish the Union an original hard copy of the signed agreement.

### **ARTICLE 4**

#### **PARTNERSHIP**

The Employer and the Union agree to establish, implement and maintain a labor-management forum in accordance with Executive Order No. 13522 (see Appendix) and continuing throughout the life of this contract, and may form subsidiary partnerships to support their mutual objectives.

### **ARTICLES**

#### **PROVISIONS OF LAWS AND REGULATIONS**

All existing and future laws take precedence over this negotiated agreement. All policies, regulations and practices not covered specifically in this agreement remain in full effect.

### **ARTICLE 6**

#### **SCIENCE AND TECHNOLOGY REINVENTION LABORATORY PERSONNEL DEMONSTRATION PROJECT**

The AMRDEC Science and Technology Reinvention Laboratory Personnel Demonstration Project (also known as Lab Demo) is established in law under the authority of Section 342 (b) of the National Defense Authorization Act (NDAA) FY95, Public Law 103-337 dated October 5, 1994, as amended by Section 1109 of NDAA FY99 and Section 1114 of NDAA FY00 and reflected in various Federal Register editions, (see link in Appendix A, references 2-9). Implementation of the provisions of the AMRDEC Lab Demo is reflected in Redstone Arsenal (RSA) Regulation 690-5 (see link in Appendix A, reference 10).

The Union has been involved as a full partner throughout the implementation of all provisions of the Lab Demo and agrees to the use of Lab Demo for applicable AMRDEC bargaining Union employees. The Union is a full partner in the implementation of future changes in the Lab Demo program and will be provided any information on future changes and an opportunity to discuss these changes.

Note: It is understood by the parties upon the reopening of this agreement the status of the continuation of Lab Demo will be the subject of negotiation between labor and management with the Union or management reserving the right under the regulations to opt out of the Lab Demo.



## **ARTICLE 7**

### **RECOGNITION AND UNIT DESIGNATION**

#### **Section 1. Exclusive Representation**

The employer recognizes the Union as the exclusive bargaining representative of employees in the unit defined below per Federal Labor Relations Authority (FLRA) Amendment of Recognition/Certification, Case No. AT-RP-04-0026 and 0027, 31 Aug 04.

#### **Section 2. Unit Description - Nonprofessional**

INCLUDED: All nonprofessional and temporary nonprofessional employees with appointments of more than 90 days duration who are employed by the Aviation Missile Research, Development, and Engineering Center, U.S. Research Development, and Engineering Command, U.S. Army materiel Command, U.S. Department of the Army at Redstone Arsenal, Alabama, the Huntsville, Alabama area and Moffett Field, California.

EXCLUDED: All professional employees, management officials, supervisors, temporary employees with appointments of 90 days or less, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (5), (6), and (7).

#### **Section 3. Unit Description - Professional**

INCLUDED: All professional, and temporary professional employees with appointments of more than 90 days duration who are employed by the Aviation Missile Research, Development, and Engineering Center, U.S. Research Development, and Engineering Command, U.S. Army materiel Command, U.S. Department of the Army at Redstone Arsenal, Alabama, the Huntsville, Alabama area and Moffett Field, California.

## **ARTICLE 8**

### **LABOR-MANAGEMENT RELATIONS**

#### **Section 1. Relationships**

It is agreed by the Union and the Employer that meaningful consultation and communication shall be established and maintained between the Union and the Employer at every level as appropriate. The parties to this agreement recognize that they must assume responsibility and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this agreement. It is the purpose of this agreement, therefore:

- a. To identify the parties to the Agreement and define their respective roles and responsibilities under the Agreement.

- b. To state the policies, procedures, and methods that will hereafter govern the working relationships between the Employer and the Union.
- c. To indicate the nature of the subject matter of proper mutual concern.

## Section 2. Objectives

It is intended that this agreement will meet the following objectives:

- a. To ensure Union participation with the Employer in the formulation and implementation of personnel policies and procedures affecting employees.
- b. To provide for the highest degree of efficiency and responsibility in accomplishing the mission of the Employer.
- c. To promote Union-Employer cooperation.
- d. To facilitate the adjustment of issues such as disagreements, grievances, and complaints.

## **ARTICLE 9**

### **RIGHTS AND OBLIGATIONS**

#### Section 1. Mutual Rights and Obligations

- a. The Employer and the Union mutually agree that this collective bargaining agreement is the primary basis for labor-management relations. Therefore, the Employer shall be obligated to consult with the Union on changes in personnel policies and practices and matters that would affect the conditions of employment of the persons in the bargaining unit prior to implementation. It is agreed that the Employer and the Union will meet and confer, with respect to personnel policies and practices, as imposed by the Federal Service Labor-Management Relations Statute.
- b. To the extent that local regulations of the Employer shall conflict with this agreement, the provisions of this agreement shall govern.
- c. The Employer and the Union agree that all provisions of this collective bargaining agreement shall be applied fairly and equitably to all bargaining unit employees.
- d. Nothing in this agreement shall be construed as restricting either party from meeting with the other to consult.

#### Section 2. National Security

The Employer and Union jointly recognize, in the interest of national security, the requirement for uninterrupted, orderly, economical, and efficient accomplishment of the organization's

missions. Accomplishment of these missions will be the major consideration in all consultations and/or when conferring on agreements developed by the Employer and Union in their day-to-day association.

### Section 3. Employee Rights

- a. All employees shall be treated with fairness and dignity. The Employer and Union jointly agree that employees are one of the agency's most valuable assets and will recognize and treat all employees consistent with this principle.
- b. The Federal Service Labor-Management Relations Statute states, and the parties hereby recognize, that each employee in the unit 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. Employees under the law also have the right:
  - (1) To act for the Union in the capacity of a representative when duly appointed or elected as a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities.
  - (2) To engage in collective bargaining with respect to conditions of employment through Union representatives.
- c. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction or cash.
- d. The employee maintains the right to consult with Union officials, representatives, and shop stewards on questions concerning personnel policies, regulations, and other matters pertaining to conditions of employment using a reasonable amount of official time. The employee maintains the right to have a Union representative present during discussions with the supervisor that the employee has reason to believe may lead to disciplinary action (i.e. Weingarten Right). The supervisor may permit the employee to have Union representation during performance counseling at the request of the employee.
- e. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate supervisor and the Union representative at the lowest level capable of resolving the matter.
- f. A representative of the Union shall be given an opportunity to be present at an Employer examination of a bargaining unit employee in connection with an investigation if:
  - (1) The employee reasonably believes that the examination may result in a disciplinary action against the employee; and

- (2) The employee requests such representation. When such an examination is held, every reasonable effort will be made to schedule it at a time and location that is acceptable to all participants.
- g. If a bargaining unit employee has a complaint, and in the event that a grievance becomes necessary, and the Union official cannot adequately investigate or prepare for the grievance at the employee's work site, the employee will be granted reasonable time to visit with the Union official at another area. If not immediately approved, the supervisor will inform the employee of the time that the employee can leave the work area.
- h. The Employer shall annually inform all members of the bargaining unit of their rights as set forth in paragraphs d., f., and g. of this section.
1. For the purpose of this agreement, solicitation of bargaining unit employees will be for approved campaigns or drives, such as the Combined Federal Campaign, Savings Bond Drive, blood drives, or other approved solicitations. Contributions and participation by bargaining unit employees shall be voluntary. There shall be no pressure on any employee in the unit for non-participation or for any level of contributions.
- J. Consistent with the Management right to assign work to and determine methods and means of performing work, employees can expect assignments to be made consistent with grade level and position description.
- k. The Employer will make available a qualified person who will interpret for hearing-impaired employees or read for visually handicapped employees when needed to assist in the accomplishment of official work.

#### Section 4. Employer Rights and Obligations

The Employer retains all Management rights provided by the Civil Service Reform Act of 1978 (5 U.S.C. Chapter 71). Nothing in this agreement shall be interpreted to affect the authority of any management official to exercise such rights.

#### Section 5. Union Rights and Obligations

The AFGE Local 1858 retains all Union rights provided by the Civil Service Reform Act of 1978 (5 U.S.C. Chapter 71). Nothing in this agreement shall be interpreted to affect the authority of any Union representative to exercise such rights.

#### Section 6. New Employees

- a. The Employer will provide, upon request, no more than once a quarter, a list of employees who are new to the employer and not from activities serviced by the CPAC. This service will be provided as long as automated systems allow for such a report to be generated.

- b. When the Employer holds new employee orientation, a reasonable amount of time shall be provided for a presentation by a Union official.

## **ARTICLE 10**

### **UNION REPRESENTATION**

#### **Section 1. Elected and Appointed AFGE Local 1858 Union Officials**

- a. The Employer agrees to recognize the elected and appointed officer's representatives and business agents of the Union. All elected officers and appointed representatives will hereinafter be referred to as Union officials.
- b. The Union shall furnish to the Employer a list of names of elected and appointed officer's representatives and business agents of the Union within 20 workdays after the effective date of this agreement. Changes to the list will be furnished within ten workdays after any new or changed personnel assignments. The notification will identify the specific organizational element or physical area for which each official is assigned or elected to represent.

#### **Section 2. Performance of Union Duties**

- a. The Employer and the Union jointly agree that the interest of both parties will be best served by developing a climate of mutual respect and good working relations among all levels of their respective representatives. To this end, Employer and Union representatives will:
  - (1) Meet informally to exchange information and resolve potential problems.
  - (2) Make every effort possible to resolve problems at the lowest organizational level.
  - (3) Support, foster, and encourage participation on collaborative committees.
- b. The Employer agrees that there shall be no restraint, interference, coercion, reprisal, or discrimination against any Union officials because of the performance of Union obligations.

#### **Section 3. Representational Duties and Official Time Use**

- a. Union officials will be allowed a reasonable amount of official time for fulfillment of the Union's obligations under this Agreement. If this interferes with official duties, the Union official and the supervisor shall review the problem and attempt to resolve it at the lowest possible level. If the problem is not resolved, it will be referred to higher levels in the Union and Management for joint resolution. Official time utilized by Union officials will be for the purpose of:
  - (1) Bargaining and preparing for bargaining with the Employer over changes in conditions of employment.

- (2) Consulting with employees on issues with respect to conditions of employment.
  - (3) Representing employees in preparing, compiling data, and presenting grievances to the Employer.
  - (4) Representing the bargaining unit(s) in formal discussions. A formal discussion is between one or more representatives of the Employer and one or more employees in the unit(s) or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.
  - (5) Representing employees in meetings where there is an examination in connection with an investigation and the employee has a reasonable belief that the examination could result in disciplinary action and the employee has requested Union representation (Weingarten meeting).
  - (6) Participating in authorized safety inspections and activities as provided by law, regulation and this Agreement.
  - (7) Union officials requesting official time provided for in this Agreement or under law must inform the supervisor of the location or the management official being visited, an estimate of the amount of time required, and the general purpose for the official time (i.e. grievances and appeals, collective bargaining, and labor management relations). If more than the estimated time is required, the Union official will notify the supervisor of the need for more time. The Union agrees to conduct business with dispatch (efficiency) during work hours.
- b. Requests for official time will be approved unless there is an imperative overriding need to not grant official time. In such circumstances the supervisor shall inform the Union official promptly as to when he/she will be able to engage in official time. If the request for official time is denied, the supervisor will provide the Union official the reason(s) for denial.

## **ARTICLE 11**

### **TRAINING OF UNION REPRESENTATIVES**

It is agreed that proper training of Union officials will benefit both management and the employee. A pool of 1000 hours of administrative time is authorized for training of Union officials per calendar year which management deems will be of benefit to the agency. The Union President or designee will submit in writing to the Employer all requests for administrative time at least five workdays in advance of the time requested. The request will include the type of training, purpose, sponsorship, location, date, hours, general subject matter, phone number, organization, and the names of the officials that the Union desires to attend the specified training. Management officials will notify the Union whether or not the request for administrative time is approved within two working days of the request. Exceptions to the number of hours may be approved by the Employer.

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## ARTICLE 12

### CONSULTATION/CONFERENCES

#### Section 1. Definitions

Consultation as used in this agreement shall be defined as a face-to-face meeting between the Director or designee and the Union President or designee to deliberate together in an attempt to reach a mutual agreement. Consultation is not negotiation, but whenever possible, shall take place prior to the proposed event. Nothing in this article shall be construed to limit the right of both parties to engage in negotiations and collective bargaining on appropriate matters. The designee by the Director or Union President must be placed in writing.

#### Section 2. Coverage

It is agreed and understood that matters "appropriate for consultation" between the parties shall include personnel policies and practices affecting conditions of employment including such matters as scheduling leave, safety, training, labor-management cooperation, outside hiring, identifying over strength positions, reduction-in-force, methods of adjusting grievance, employee services, contracting-out, and reorganizations/realignments.

#### Section 3. Union Participation

The Union shall:

- a. Be informed of any substantive change in conditions of employment proposed by the Employer at the earliest possible date.
- b. Be permitted reasonable time to present its written and oral views and recommendations regarding the changes before the proposed implementation date.

#### Section 4. Employer Participation

The Employer shall:

- a. Consider views or recommendations of the Union before taking final action on any matter with respect to which the views or recommendations are presented.
- b. Provide the Union a written statement of its decision on the matter.

#### Section 5. Conversion of Positions

The Employer will consult with the Union on the impact of converting civilian positions to military positions, or contractor positions prior to any conversions.

## **ARTICLE 13**

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### **INFORMATION REQUEST**

The Employer shall provide information, in accordance with applicable laws, to the Union upon request in order to prepare and present a grievance, Equal Employment Opportunity (EEO) complaint, appeal, or any other representational issue. The information shall be provided in a reasonable timeframe, however, if the information is not readily available, an estimate of its availability will be provided to the Union.

## **ARTICLE 14**

### **PAST PRACTICES**

- a. Past practices are defined as working conditions, not specifically covered in this agreement, which are followed by both parties or followed by one party and known by the other party but not challenged. To constitute the establishment by practice of a working condition, the practice must be a clear course of conduct consistently exercised for an extended period of time with the Employer's knowledge.
- b. Laws, OPM regulations, and this agreement take precedence over past practices. Other bonafide past practices are binding upon the parties unless changed through the negotiation process.

## **ARTICLE 15**

### **UNION BULLETIN BOARDS**

The Employer agrees to permit the Union to place AFGE News Bulletins and other local business announcements on existing bulletin boards. Where more than one bulletin board is available, an existing bulletin board may be designated for Union use. Where separate bulletin boards are not available, the Union will be provided space on existing bulletin boards for placement of AFGE News Bulletins and other local business announcements.

## **ARTICLE 16**

### **PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES**

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

The Employer and the Union hereby agree on their respective responsibilities and the procedures, conditions, and requirements for withholding and remitting dues of the members in good standing of the Union who are employed in the bargaining unit and who voluntarily authorize allotments from their pay for this purpose.



## Section 2. Eligibility

Any employee who is a member of the bargaining unit and is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership at any time provided:

- a. The employee has voluntarily completed a request (Standard Form (SF) 1187) for such allotment.
- b. The employee receives an amount of pay sufficient, after other legal deductions, to cover the full amount of allotment. Other legal deductions consist of Retirement, Federal Insurance Compensation Act Tax, Medicare Tax, Federal Income Tax, State Income Tax, Health Benefits, Federal Employees Group Life Insurance, indebtedness to the United States Government, and other authorized voluntary deductions or allotments to be made in the order specified by the employee.

## Section 3. Authorization

The procedure for processing authorizations shall be as follows:

- a. The Union will inform each of its members of the voluntary nature of an authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedures for revoking an authorization.
- b. The Union will obtain and distribute to its members the prescribed dues withholding form (SF 1187). This properly completed form shall be accepted by the Employer.
- c. The Employer intends that Union membership applications (SF 1187) be processed and transmitted to the appropriate Defense Finance and Accounting Service (DFAS) Office within one full pay period following receipt from the Union. The parties intend that authorizations for allotments received by the Payroll Servicing Office will be effective beginning with the first pay period following receipt of the completed allotment authorization by the Payroll Servicing Office. Authorizations for allotments received by the Payroll Servicing Office will continue in effect until the allotment is terminated IAW Section 5 below. At the Union's request, the Employer will assist in resolving problems related to the timely processing of allotments for Union dues.
- d. The SF1187 will contain the name, cost center number, and Social Security Account Number of the employee as it appears on the payroll records.

## Section 4. Dues Allotment

Allotted dues will be withheld each pay period in the amount established by the Union. When an employee transfers within the bargaining unit, thereby changing pay periods, or if the Employer changes the pay period, the allotment will be prorated accordingly. The amount withheld will be exclusive of the initiation fees, assessments, back dues, fines, and similar charges and fees. If

the amount of regular dues is changed by the Union, the Payroll Servicing Office will be notified in writing by the President of the Union of the rates and effective date of the amended dues structure at least 30 days prior to the effective date. The parties intend that the amended amount will be withheld effective the pay period following the effective date specified by the Union. Such changes will not be made more frequently than once every 12 months. At the Union's request, the Employer will assist in resolving problems related to the timely processing of an amended dues structure.

#### Section 5. Termination of Allotment

The Payroll Servicing Office will terminate an allotment:

- a. When the Union loses the required recognition under any of the conditions specified in the law, or if this agreement is legally terminated or suspended, termination will be effective at the beginning of the first pay period after loss of exclusive recognition of this agreement.
- b. Upon receipt of notice from the Union President that an employee has been expelled or is no longer a member in good standing, the allotment for such an employee will cease beginning with the first complete pay period after receipt of the notice. The Union President will notify the Payroll Servicing Office within five workdays after such a determination has been made by the Union.
- c. When an employee voluntarily revokes an allotment for the payment of dues, such revocation will not be effective until the first full pay period following the anniversary date. Standard Form 1188 is the prescribed revocation form and may be obtained from the Payroll Servicing Office or the Union office and must be filed with the Payroll Servicing Office. In all cases, it shall be the responsibility of the employee to see that the written revocation is received in the Payroll Servicing Office on a timely basis.
- d. When the employee leaves the bargaining unit as a result of resignation, retirement, promotion, transfer, reassignment, or any other personnel action.

#### Section 6. Remittance of Dues Withheld

- a. The parties intend that, within ten workdays following completion of each pay period, remittance of amount due will be made to the Treasurer, Local 1858, AFGE, and a statement will be forwarded by the Payroll Servicing Office to the Treasurer, Local 1858, AFGE, including the following information:
  - (1) Identification of installation.
  - (2) Identification of Union.
  - (3) Alphabetical listing of members from whom deductions were made and amount of each deduction.

- (4) Total number of members for whom dues were withheld.
  - (5) Total amount withheld on this payroll.
  - (6) Names of and reason for dropped members from the list.
  - (7) A copy of each written revocations for the pay period in which the revocation is effected.
- b. At the Union's request, the Employer will assist in resolving problems related to the timely remittance of dues withheld.

## **ARTICLE 17**

### **HOURS OF WORK**

#### **Section 1. Basic Tour of Duty**

- a. A period of seven consecutive days, beginning at 0001 on Sunday and ending at 2400 the following Saturday, constitutes a normal administrative workweek. A pay period consists of two consecutive administrative work weeks.
- b. The basic tour of duty will consist of five consecutive 8-hour days, Monday through Friday, commencing between 0630-0900, which includes 30 or 45 minutes non-work time for a meal period.
- c. Credit Hours. An employee who works an eight-hour day tour of duty may request credit hours. Credit hours must be requested by the employee and approved by the supervisor prior to being worked. Credit hours will be worked and recorded in one-hour increments per day up to a maximum of 24 credit hours. Therefore, balances over 24 hours must be used within the same pay period in which they are earned. Credit hours may not be earned on days that leave is taken. Credit hours can be worked and used on the same day or credit hours may be accumulated for use in subsequent pay periods. Part-time employees may not carry more than 25 percent of their biweekly basic work requirements to a subsequent pay period. Credit hour balances in excess of the maximum carryover at the end of the pay period will be forfeited.

#### **Section 2. Changes in Basic Tour of Duty and Administrative Workweek**

- a. The AMRDEC Director or designated representative may approve changes in the prescribed basic tour of duty or a normal administrative workweek for individuals or for groups of employees.
- b. To change a tour of duty, an employee must submit a written request to the Employer at least two weeks in advance of the beginning of a pay period.

- c. In order for the Employer to require an employee to change a tour of duty, the Employer must show that the mission would be adversely affected if the change did not occur. A written notice must be given to the employee two weeks in advance at the beginning of a pay period. When the Employer requires an employee to change a tour of duty with less than two weeks' notice, the Employer must base that requirement on the determination that inability to do so will cause the agency to be seriously handicapped in carrying out its function or that costs would be substantially increased. A copy of the written change in tour of duty must be sent to the Union President as soon as the Employer determines the new tour of duty.

### Section 3. Coverage for Basic Tour of Duty

Basic tour of duty will cover a minimum of 40 hours per administrative workweek for all full-time employees and less than 40 hours per administrative week for part-time employees, as reflected on their official personnel action.

### Section 4. Exceptions to Basic Tour of Duty

First-line supervisors may approve changes within the basic tour of duty. The AMRDEC Director or designated representative may approve changes outside the basic tour of duty.

### Section 5. Alternate Work Schedule (AWS)

The AWS system includes an eight-hour flexitour day/forty-hour week (including credit hours), and compressed work schedules (CWS) of 5-4/9 or 4/10. Participation in any AWS is dependent upon mission requirements.

- a. The eight-hour flexitour beginning hours are between the hours of 0600 and 0900, in 15 minute increments. Ending time must be no later than 1800. Lunch breaks can be taken in increments of 30 or 45 minutes. Participation in flexitour is dependent upon mission requirements.
- b. The CWS 5-4/9 schedule will consist of eight workdays of nine hours per day and one workday of eight hours within the basic tour of duty and within the biweekly pay period for full-time employees. The CWS beginning hours are between the hours of 0600 and 0900, in 15 minute increments. Ending time must be no later than 1800. An employee will submit a written request for a specific tour of duty to include start times, end times, and non-workday. The non-workday can be any day of the workweek. Supervisors will approve or disapprove such requests to assure adequate staffing throughout the workweek. All employees shall be afforded access to the more desirable days off. However, when there is a conflict regarding multiple employees requesting the same day off, seniority within the organization will take precedence as stated in the Seniority Article. Participation in any CWS 5-4/9 is dependent upon mission requirements.
- c. The CWS 4/10 schedule will consist of four ten-hour workdays, within the basic tour of duty and the same non-workday each workweek. The non-workday can be any day of the workweek. Start time must be between 0600 and 0730, in 15 minute increments. Ending

time must be no later than 1800. The first-line supervisor may approve participation of no more than one-half of the employees work unit. If more than one-half of the employees request CWS 4/10, seniority by service computation date for leave purposes (first line supervisory level) will take precedence. Participation in any CWS 4/10 is dependent upon mission requirements.

#### Section 6. Changes to AWS

- a. Employees may request changes to their work schedule by submitting a written request to the immediate supervisor two weeks prior to the start of the pay period for which the change is desired to begin. However, a change within the employee's work schedule is permitted at any time with supervisory approval. The AMRDEC Director or designated representative may approve changes outside the AWS tour of duty.
- b. A holiday or in-lieu of holiday will equal the number of hours an employee is scheduled to work that day. Employees who work AWS do not have to make up the one-hour or two-hour differences in an eight-hour holiday. If a holiday falls on an employee's non-workday, the employee will take the "in lieu of holiday on the preceding work day or may request the following workday subject to approval by the supervisor.
- c. Employees on training, temporary duty (TOY) over five days, or special assignments will work the schedule of the host activity or hours predetermined by the employee and the Employer.
- d. Employees stationed at other activities away from Huntsville/Redstone Arsenal will be allowed to participate in the work schedule of the host activity.

#### Section 7. Hours of Work During Periods of Heightened Security or Emergencies

In accordance with Title 5 of the United States Code, Chapter 71, 7106, (a)(2)(D), the Employer has the following flexibilities regarding employees' tours of duty and administrative workweeks during periods of heightened security (security level Alpha or higher) or emergencies:

- a. Whenever possible, changes in shifts and tours will be done on a volunteer basis; however, assignments to shifts and tours of duty may be required. If employees are assigned on a non-volunteer basis, assignments will be made based on the mission requirements and the skills of the employees. If there are two or more employees with equivalent skills, the determining factor will be Service Computation Date for leave purposes.
- b. Management will make every effort to provide employees a minimum notice of 24-hours prior to any involuntary change in tour of duty. Union notification of involuntary changes on hours of work can be made after the change has occurred. An employee may volunteer for an earlier change in tour of duty.
- c. The Employer will officially notify the Union within 24 hours when a state of heightened security (security level Alpha or higher) or an emergency has been declared.

- d. Subject to supervisory approval, start times for employees on 8-hour, 5/4-9, or 4/10 tours of duty can be expanded to include earlier or later times than those previously stated in this contract.
- e. Employees may be assigned to work evening, night, and weekend shifts, or other irregular tours of duty, as necessary.
- f. Employees will receive all appropriate premium pay for irregular tours of duty, night differential, Sundays, and overtime.

#### Section 8. Break Periods

Break periods not to exceed 15 minutes during each 4 hours worked will be granted within the individual organization for bargaining unit employees, workload permitting. When break periods are staggered to increase productivity or provide workload coverage, the breaks will be taken by seniority.

#### Section 9. Lunch Periods

Lunch periods will normally begin between 1030 and 1300 in increments of 30 or 45 minutes. For employees whose positions require them to take their lunch at their workstation, a meal period of not more than 20 minutes will be allowed and counted as time worked for which compensation will be allowed. When the on-the-job meal period is in effect, employees must spend time in close proximity to their designated workstations.

#### Section 10. Clean Up Time

Each major organizational element will, where necessary, determine and allot a reasonable amount of time sufficient for clean up and storage of work tools, equipment, and personal hygiene. No across-the-board clean up time will be established. In those instances where it has been clearly established that clean up is required, 15 minutes is considered reasonable time; however, time required and allotted may vary depending on work areas and conditions.

### **ARTICLE 18**

#### **TELEWORK**

It is the Employer's policy to allow eligible employees to participate in telework to the maximum extent possible without diminished employee performance. All employees within AMRDEC are potentially eligible for participation. Participation will be determined on an individual basis. If an employee is rejected for participation, the employer will document the reason(s) in writing on the telework request form and provide a copy of the form to the employee and the AFGE Local 1858 main office. The telework program will be administered in accordance with the AMRDEC policy. Any changes to the policy or its implementation will require Union negotiation.

## **ARTICLE 19**

### **ON-CALL STATUS/ST ANDBY DUTY**

#### **Section 1. On-Call Status**

- a. An employee is in an on-call status when the employee is subject to call outside the normal tour of duty and will be compensated only for hours of work as defined by governing laws and regulations.
- b. In accordance with 5 Code of Federal Regulation (CFR) 551.431(b), employees shall be considered off duty and time spent in an on-call status shall not be considered hours of work if the employee is allowed to leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius. The employer will furnish any required electronic devices for call-back notification. An employee may request to be excused from being on-call provided that a fully qualified substitute is available.

#### **Section 2. Standby Duty**

An employee is on standby duty and will be compensated when the employee meets the special situations provided for by applicable statute, 5 CFR 551.431.

## **ARTICLE 20**

### **BUZZERS, BELLS, TIME CLOCKS, OR LIKE INSTRUMENTS**

It is agreed that at no time shall buzzers, bells, whistles, time clocks, signing in/out, computers, security systems, or anything of the like be utilized by the Employer to control the starting or stopping of duty time, lunches, or breaks. Exceptions to the above policy may be made after negotiations with an agreement by the Union. This Article does not preclude the Employer from accounting for employees with regard to internal security, nor preclude the exercise of management right to discipline pursuant to 5 U.S.C. 7106(a).

## **ARTICLE 21**

### **SURVEILLANCE CAMERAS**

Surveillance cameras will be used for physical security purposes. Any other use of surveillance information requires the prior approval of the Director, Deputy Director, or equivalent-level official and notification to the Union.

## **ARTICLE 22**

### **SENIORITY**

- a. Seniority is based on service computation date for leave purposes.
- b. Ties in service computation date will be ruled in favor of the employee with the longest service within the AMRDEC.

## **ARTICLE 23**

### **LEAVE**

#### Section 1. Annual Leave

- a. Employees shall earn and accrue annual leave IAW applicable laws. The use of annual leave is a right of the employee, subject to leave being scheduled IAW work requirements. Every reasonable attempt will be made to satisfy the desire of employees with respect to approving annual and emergency (unscheduled) leave. The number of employees to be granted annual leave during holiday periods will be based upon the supervisor's estimate of work load and/or operational requirements. Overtime shall not be used solely as a basis for denial of scheduled and/or emergency annual leave.
- b. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be furnished to the affected employee in writing on the leave request form. Any annual leave that the employee would lose at the end of the leave year because of the refusal or cancellation may be restored to the employee's leave account as prescribed in regulation.
- c. The approval of annual leave for unforeseen emergencies may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee must contact the supervisor or the supervisor's designated representative during the first four hours of the assigned tour of duty and request approval of the use of annual leave.
- d. The Employer will announce any planned shutdown or reduction in operation to employees as far in advance as practicable. During any period of shutdown or reduced operations, every effort will be made to provide work for employees who do not desire to take annual leave or have not accrued sufficient annual leave for this purpose. Furlough or other circumstances prohibiting paid leave will always take precedence over this Article (see Article 29) due to Antideficiency Act (31 U.S.C. 1341 et seq.) provisions.
- e. The Employer will assure that employees have an opportunity to schedule planned vacation periods in advance. Annual leave requests may be submitted for approval during the first 120 days of each calendar year. Any employee conflicts concerning requested dates that occur during the 120 day time frame will be settled on the basis of seniority unless an



informal settlement is mutually agreed upon by the supervisor and the employees concerned. Seniority will not be used as a factor for granting approval of requested vacation leave after the first 120 days of any calendar year. Employees who have not submitted requests for specific dates, or who wish to change approved dates after the 120-day period, may not exercise the right of seniority.

## Section 2. Sick Leave

- a. An employee has a right to use accrued and accumulated sick leave whenever incapacitated by reason of illness or injury; is receiving emergency medical, dental, or optical examination or treatment; or would jeopardize the health of others because of exposure to a contagious disease. Approval is contingent upon submission of acceptable support evidence. In the absence of fraud or subterfuge, the entitlement to use sick leave is a basic right of every employee that may not be denied. The right of the employee to take sick leave for non-emergency medical, dental, or optical examination is subject to the requirement that sick leave shall be requested in advance.
- b. Employees shall earn sick leave IAW applicable statutes and regulations.
- c. Notice of illness or disability shall be given to the employee's supervisor or representative as soon as possible and normally within the first four hours of the assigned tour of duty. If the degree of illness or injury prohibits compliance with this limit, the employee will report the absence as soon as possible. When requesting sick leave, the employee will inform the supervisor or designated representative of the expected return date.
- d. When incapacitated for duty, the employee will personally certify any absences on OF 71 (via ATAAPS). For absences in excess of three workdays or for a lesser period when determined necessary (e.g. when employee is under a leave restriction letter), the supervisor may require a doctor's certificate stating that the employee was under a doctor's care and incapacitated for duty. Employees may self-certify when the illness was not treated by a health care provider. The self-certification statement will indicate why a health care provider was not seen; for example, minor illness or injury, routine cold/flu. The certificate or other evidence of incapacity must be submitted to the employee's supervisor upon return to duty. The supervisor may request clarification should the employee's written statement not be sufficient to support the request. When a supervisor has valid reasons (leave record) to believe that sick leave is being abused, the supervisor may counsel the employee or issue a written notice that a doctor's certification is required for any period of sick leave. In both instances, the employee must submit the certification within seven calendar days after return to duty. If the employee fails to provide required documentation within that period of time, the requested sick leave time will revert to absent without leave. The requirement to furnish a doctor's certificate will be in effect for no more than six months.

## Section 3. Military Leave

Military leave will be granted IAW OPM regulations and laws (e.g. training).

#### Section 4. Voting and Registration Leave

- a. Employees may be excused to vote or register in national, state, and local elections or referenda for periods of time that may be necessary to ensure an opportunity to vote on an election day in accordance with the DA and OPM regulations. Where the polls are not open at least three hours before or after an employee's regular hours of work, the employee may be granted an amount of excused absence which will permit reporting for work three hours after the polls open or leaving work three hours before the polls close, whichever requires the lesser amount of time off.
- b. Under exceptional circumstances, an employee may be excused for such additional time, not to exceed a full day, as may be needed to vote.
- b. If an employee's voting place is located beyond a 40-mile radius, an absentee ballot is not permitted, or the employee is required to personally cast an absentee ballot, such employee may be granted sufficient time off to vote. The Employer agrees to consider granting the necessary leave for this purpose. However, an employee's time off for this purpose in excess of one day shall be charged to appropriate leave.
- c. Employees may be granted time off to register on substantially the same basis as for voting. If the employee can register on a non-work day and the place of registration is within a reasonable one day, round trip travel distance of the employee's place of residence, no such time off shall be granted.

#### Section 5. Excused Absence - Blood Donation

All employees are encouraged to serve as blood donors. All employees who voluntarily donate blood without compensation to the American Red Cross, military hospitals, or other blood banks, or respond to emergency calls for needy individuals will be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation and necessary travel to and from the donation site. The maximum excusable time for recuperation will not exceed 4 hours, except in unusual cases. If donors are rejected, the 4-hour period is not authorized and they must return to work. The excused absence is to be taken on the day the blood is donated and should immediately follow the act of donating. An additional 4 hours may be authorized for recuperation purposes when supported by a medical certificate or when the employee must travel a long distance. In no case will the excused absence for donating blood exceed 8 hours or the duration of the employee's tour of duty for that day.

#### Section 6. Family and Medical Leave

Family and medical leave will be administered in accordance with the Family and Medical Leave Act (FMLA) of 1993 with amendments and/or current law.

#### Section 7. Voluntary Leave Transfer

The Employer will support the Voluntary Leave Transfer Program (VLTP). Employees who do not have sufficient leave to cover medical emergencies (personal or family) may register in the VLTP through supervisory channels. Any eligible employee may donate annual leave to a specific recipient registered in the VLTP.

#### Section 8. Leave Without Pay

An employee may be granted LWOP from work for personal problems or illnesses that do not fall under the FMLA. The employee will submit a request to the supervisor ten workdays in advance of the need date or as soon as practicable. The Employer will consider each individual's situation in making determinations regarding requests for LWOP.

#### Section 9. Advanced Leave

- a. Advanced Annual Leave. An employee may be granted advanced annual leave up to the amount the employee will earn in the remainder of the leave year.
- b. Advanced Sick Leave. A full-time employee may be granted up to 240 hours advanced sick leave by the AMRDEC Director, with the understanding that the employee will repay the sick leave. A part-time employee's maximum advanced sick leave will be prorated based on the employee's scheduled work hours.

#### Section 10. Court Leave

Court leave will be granted, pursuant to applicable laws and regulations, to an employee who is summoned to act as a witness before a court involving any domestic governmental entity or to perform jury duty in any court of law. When an employee is called as a witness or juror, the employee will notify the supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates the employee served as witness or juror. The Employer will provide a written request for excusal for an employee whose services are required at the job site. If such excuse is not acceptable to the court, the Employer will grant court leave.

#### Section 11. Excused Absence for Climatic or Disaster Conditions

- a. When the Director authorizes public broadcast media to announce that all or part of the installation will be closed because of climatic or disaster conditions, eligible employees will be excused from duty **IAW** Garrison Regulation 690-2 without loss of pay or charge to leave for the period that the installation or part of it is closed.
- b. Employees who are on prior approved leave for the entire day will be charged leave based on tour of duty only for the period of time the installation is open.

- c. Employees who are on a scheduled day off (under AWS) when the installation is closed will not be granted excused leave.
- d. Employees who are on duty during the first part of the day and absent themselves on approved leave before notice of the early dismissal decision is received will be charged leave only for the period of time up to the early dismissal.
- e. Employees who apply for leave after the receipt of an early dismissal will be charged leave in multiples of quarter hours for the period of time up to the early dismissal.
- f. Employees may request excused absence IAW Garrison 690-2 when state or local authorities forbid passage on public roadways and reasonably accessible alternate routes are not available.
- g. When a duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station prevent an employee from getting to work on time, the employee may be granted up to 59 minutes of excused absence by the supervisor.

## **ARTICLE 24**

### **TRAVEL**

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

Travel requirements will be accomplished IAW appropriate laws and regulations such as the Joint Travel Regulation.

#### **Section 2. Hours of Travel**

Whenever possible, employee travel shall be scheduled during regular duty hours. In the event a supervisor schedules an employee to travel in other than normal duty hours, the supervisor, at the employee's request, shall furnish the employee in writing the reasons for necessity of such a schedule.

#### **Section 3. Duty Status**

- a. Exempt employee time spent in a travel status away from the official duty station is not "hours of work" unless the travel:
  - (1) Involves the performance of work while traveling; or
  - (2) Is carried out under arduous conditions; or
  - (3) Is incident to travel that involves the performance of work while traveling; or

- (4) Results from an event which could not be controlled administratively.

To the extent permitted by law and regulation, any pay due an exempt employee for time in travel status in connection with any one of the four conditions listed above shall be paid on the same basis as if the employee were at the normal work site.

- b. The Fair Labor Standards Act of 1938, as amended by Public Law 93-259 (8 April 1974), applies to Federal employees who are not exempted from the statute IAW its terms. For nonexempt employees, the Fair Labor Standards Act provides that:

- (1) Time spent traveling shall be considered hours of work if:

- (a) An employee is required to travel during regular working hours.
- (b) An employee is required to drive a vehicle or perform other work while traveling;
- (c) An employee is required to travel as a passenger on a one-day assignment away from the official duty station; or
- (d) An employee is required to travel as a passenger in an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

- (2) An employee who travels from home before the regular workday begins and returns at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work.

- (3) Nonexempt employees must be paid IAW the provisions of the Fair Labor Standards Act or 5 USC 5501 et seq., whichever are more favorable to the employee.

#### Section 4. Travel Compensatory Time (Non Duty Status Travel)

The agency must credit an eligible employee with travel compensatory time off for the time actually spent traveling between the official duty station and a temporary duty station (worksite or lodging) time in a travel status if:

- a. The employee is required to travel away from the official duty station.
- b. The travel time is not otherwise compensable hours of work under other legal authority.

Wage grade employees are exempt from earning travel compensatory time.

There is no limit to maximum of travel compensatory time that an employee can accumulate, but if it is not used within 26 pay periods after it is earned it will be dropped. The employer will make every effort to accommodate the employee in using earned travel compensatory time. Employees will not receive payment for travel compensatory time earned under this rule.

## Section 5. Rental Vehicles and On: Site Travel

- a. In the event that an employee is not authorized a General Services Administration (GSA) vehicle, commercial rental vehicle, or privately owned vehicle (POV) while on TOY, all bus, limousine, or taxi fares that are not used for personal business and are travel requirements related to government business shall be paid for by the Employer. Any use of a GSA vehicle for personal business is prohibited. Any use of a commercial vehicle or POV for personal business while on TOY shall be at the employee's expense.
- b. Supervisors will consider the needs of employees while on TOY training and TOY travel. If adequate on-site travel accommodations at training site are not available, employees may provide written justification to supervisor for consideration of providing rental car approval. The supervisor will provide sufficient written justification for disapproval to the employee, if requested.
- c. If rental car is authorized for small groups (two to four persons), from the same location, going to the same destination, for the same period of TDY, authorization will be limited to one rental car unless specially authorized by the travel-approving official. In the event the amount of baggage and/or working equipment necessary to accompany the travelers cannot accommodate the travelers, an upgrade or additional car rental(s) will be authorized IAW appropriate regulations.

## Section 6. Tour of Duty Changes During Travel

See Article 17, Section 6.

## Section 7. Government Travel Card Assistance

If an employee demonstrates difficulty in managing the government travel charge card, the Employer agrees to refer the employee to the Army Community Services for related training/counseling.

## Section 8. Travel Claim Timeframe

In recognition of the Travel Regulatory requirement that travel claims be settled within 10 workdays of the completion of TDY, the parties agree to the following policies and procedures. Employees will submit travel claim vouchers to the Employer within five workdays of the completion of the TOY, unless extenuating circumstances exist. The Employer agrees to approve/disapprove the voucher and forward within Defense Travel System (DTS) or other authorized methods in an expeditious manner.

## Section 9. Personal Hardship

If any TOY trip causes a personal hardship to the employee, the Employer shall make a reasonable effort to alleviate that hardship. Handicapped employees and employees with

medical conditions which would be significantly exacerbated by TDY travel shall be required to travel only if and when the Employer determines that such travel is absolutely necessary to meet mission requirements.

## **ARTICLE 25**

### **BENCHMARK POSITION DESCRIPTIONS**

- a. A benchmark position description will be assigned to each AMRDEC employee.
- b. The employer shall provide a copy of each employee's benchmark position description upon completion of official personnel actions.
- c. The phrase "performs other duties as assigned" is included in the description to refer to those duties which are not major duties of the position, but which are reasonably related to those major duties and are performed on an occasional basis. The Employer agrees that employees will not routinely be assigned work that does not relate to the major duties of the position without amending the position description. However, it is understood that benchmark position descriptions serve as no limitation on the right of the Employer to assign duties to employees.

## **ARTICLE 26**

### **JOB CLASSIFICATION**

- a. The Employer will establish positions that are in consonance with mission requirements.
- b. Employees may appeal the title, series, grade, or payband of their officially assigned position description at any time. The Employer agrees to inform employees of the OPM procedures for appealing the title, series, grade, or payband of the officially assigned position description when requested.
- c. If the employee's dissatisfaction with the position classification cannot be informally resolved, the supervisor shall inform the employee of the appeal channels as prescribed by classification appeal regulations and procedures. The Union may represent the employee during the appeal process.
- d. When a determination has been made by the Employer to change an encumbered position to a lower grade or payband in a classification action, the Union President will be notified prior to implementation.

## **ARTICLE27**

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### **TABLE OF DISTRIBUTION AND ALLOWANCES**

- a. A copy of current operating Table of Distribution and Allowances (TDA) affecting civilian employees will be provided to the Union President as requested.
- b. Modified and/or proposed TOA/Modified TDA and changes thereto with significant impact on the bargaining unit because of reorganization will not be implemented without prior discussion with the Union President.
- c. The TDA does not serve as a determinant of whether a position is officially established for any purpose, including entitlement to an individual employee, nor do the TDA/ Modified TDA constitutes official approval of pay category, title, series, grade, or payband.

## **ARTICLE28**

### **SELECTIONS**

- a. Promotion for Lab Demo employees applies to competitive permanent promotions and to temporary promotions greater than 180 days, and as further described in the Federal Register, Vol. 62, No. 124, June 27, 1997. Promotions will be based on merit system principles except where specifically authorized by law and regulation (Title 5 USC 2301, 2302, 5 CFR 335 and the Federal Register). Promotions for non Lab Demo employees applies to competitive promotions and to temporary promotions greater than 120 days, as described in OPM regulations.
- b. In accordance with 5 CFR 335, the Employer has the right to select or not select from any available recruitment source. This includes the automated system (currently USA Staffing) Delegated Examining Unit list, Expedited Hiring Authority (EHA) for acquisition positions, Pathways, Direct Hire Authority (DHA) with Advanced Degrees in Science and Mathematics, and other appropriate recruitment sources.
- c. Selection for promotion and advancement will be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition that assures all receive equal opportunity.
- d. Noncompetitive actions apply to the following:
  - (1) Temporary promotions or details to a higher grade less than 180 days for Lab Demo employees and less than 120 days for non Lab Demo employees.
    - (a) Temporary assignments of qualified employees are normally done by temporary promotion when it is expected to last more than 60 days and authority exists to fill the position within budget, strength, etc.



(b) A detail is a temporary assignment of an employee to a different position or a set of duties (if no position exists) for a specified period to meet mission requirements with the employee returning to permanently assigned duties at the end of the detail. An employee may not have to qualify for a position to which detailed. Details to higher level positions should be made competitively when the duration of the detail and the nature of the assignment are such that the employee can be expected to perform the majority of the grade controlling duties. Details should not be used to qualify or prepare employees for promotion or to reassign them to positions with promotion potential.

(c) Reassignment is the movement of an employee to another position for which he/she qualifies at the same grade level and with an equivalent target grade or equivalent band level, if applicable.

(2) A promotion resulting from an employee's position being classified at a higher grade because of additional duties and responsibilities (accretion of duties).

(3) Promotion to a grade previously held on a permanent basis in the competitive service.

(4) Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having promotion potential no greater than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service.

(5) DoD Priority Placement Program candidates will be given due consideration for bargaining unit vacancies in accordance with applicable regulations. If a selection is to be made where more than one priority candidate is identified and there is no significant qualitative difference among them, service computation date may be used as an additional factor in the selection process.

(6) Interagency Career Transition Assistance Plan (ICTAP) - Current or former employees displaced from non-DoD agencies may be eligible for a noncompetitive placement. These are employees who fall into one of these categories: (1) A current career or career-conditional competitive service employee in tenure group 1 or 2 at grade levels GS-15 or equivalent and below, who has received a specific Reduction-in-Force (RIF) separation notice or a notice of proposed removal for declining a directed reassignment or Transfer of Function (TOF) outside of the local commuting area; (2) a former career employee, as defined above, who was separated through RIF or removed for declining a directed reassignment or TOF outside the local commuting area.

(7) When the Employer determines to canvass for positions within the bargaining unit(s) for the purposes of a reassignment within a payband or for a temporary promotion of an employee, it will:

(a) Develop a selection matrix and criteria.

(b) Solicit for eligible employees.

(c) Provide at least 7 calendar days for employees to express interest and provide the requested documentation.

(d) Determine the best qualified utilizing these selection criteria. The supervisor at his/her discretion may use a scoring panel.

(e) Conduct interviews if desired. The supervisor at his/her discretion may use an interview panel. A Union representative may be invited to serve as an observer when the interview panel is used.

(f) Include at least three members, if a scoring and/or interview panel is used. To the extent possible the panel should include at least a minority, a female, and a non-minority; and the members should be at least the same or higher payband. All panel members and observers must sign a Non-Disclosure statement.

(g) After due consideration, make a selection.

(8) In unusual circumstances, when an employee does not have access to the AMRDEC network, the employee may request his/her supervisor provide a copy of any canvass announcements he/she receives or initiates. Upon receipt of such request, the supervisor will provide a copy of these announcements to the employee.

e. The following apply to competitive actions:

(1) The minimum area of consideration for competitive announcements may vary depending on the needs, attracting applicants from diverse backgrounds, manpower/budget restrictions, and the number and quality of applicants expected. Normally the minimum area will include the CPAC serviced workforce, unless a smaller area (AMRDEC or below) can produce at least five qualified candidates for referral. If there are less than five qualified candidates referred, the selecting official can either choose to select from the list or request the vacancy be re-announced with an expanded area of consideration.

(2) Competitive vacancy announcements will be posted on USAJOBS. The minimum/maximum period the announcement is open may vary depending on the type of announcement requested (e.g., EHA (four calendar days), Merit Promotion (eleven calendar days), DEU, Open-Continuous, etc.). The vacancy announcement will be consistent with the position description and objectives of the position to be filled. In the event a vacancy announcement is cancelled, the Union will be notified in writing, to include the reason for cancellation.

(3) The Employer will provide a reasonable amount of duty time and access to a government computer for employees to apply through the automated system for vacant positions.

(4) The automated system and CPAC review will be used for evaluating candidates to determine those who will be referred as qualified.

(5) Referral List: For each recruitment personnel action, the CPAC will refer the top 15 candidates who possess all required Quality Ranking Factors. If there are less than 15 candidates who possess all required skills, the selecting official can either choose to select from the list or request the vacancy be reannounced. If there are other applicants who are tied with the 15<sup>th</sup> applicant, they will also be referred. If multiple vacancies are known at the time the list is issued, one additional candidate can be referred for each additional vacancy plus ties. For example, if there are 3 vacancies, 17 names plus ties can be referred.

(6) Selection Process: Selections shall be made without regard to political, religious, or labor organization affiliation or nonaffiliation, marital status, race, color, sex, sexual orientation national origin, non-disqualifying physical disability, or age, and shall be based solely on job-related criteria.

(a) The selection criteria and selection matrix must be developed for the position requirements, pre-approved by the reviewer, signed by the selecting official and the reviewer, and forwarded only to the CPAC prior to the issuance of the referral list. The selection criteria will not be shared with any potential applicants for the position.

(b) Selection matrices will be used to document all selections under formal competitive merit promotion or career referral procedures. The experience elements used must be based on the requirements of the specific position being filled. The Employer will ensure that there is a consistent approach used in crediting experience, education, training and awards for similar (same series and grade/band) positions within AMRDEC. The selecting official will consider all referred candidates and provide job related reasons why the selectee is the best candidate for the position.

(c) Panels, if used for numerical scoring of resumes and/or interviews, shall include at least three members. To the extent possible the panel should include at least a minority, a female, and a non-minority, and the members should be at least the same or higher payband. A Union representative may be invited to serve as an observer when an interview panel is used. A non-disclosure statement will be signed by all panel members (if used), observers and by all candidates interviewed.

(d) Interviews will be conducted for DB-IV, DB-V, DE-IV, and DE-V positions. Interviews are encouraged, but optional for other positions.

(e) If interviews are conducted, the interview questions must be approved by the reviewer prior to conducting interviews. The same questions will be used for all interviewees for a position. Job related reasons may be used to reduce the number to not less than five candidates to be interviewed. Interview questions will not be used to test candidates, but will be concerned with experience, education, and training. Interview results are only part of the overall process and must be used in combination with other evaluation criteria.

(7) After due consideration, the selecting official will make a selection or cancel the announcement.

(8) Upon request, selecting officials will debrief non-selected candidates. This will include sharing the selection criteria plus the scores given to the selectee and the non-selected candidate and the rationale for the selection.

## **ARTICLE29**

### **PRIORITY PLACEMENT**

#### **Section 1. Consideration**

Priority Placement candidates will be given due consideration for bargaining unit vacancies in accordance with applicable regulations. If a selection is to be made where more than one priority candidate is identified and there is no significant qualitative difference among them, service computation date may be used as an additional factor in the selection process.

#### **Section 2. Referral**

The order of referral candidates entitled to priority consideration is generally as indicated below:

- a. Employees under notice of RIF.
- b. Surplus employees due to job abolishment.
- c. Employees affected adversely by classification error or new classification standards.
- d. Employees in retained grade status.
- e. Employees failing to meet physical/performance standards through no fault of their own.
- £ Employees previously demoted through no fault of their own.
- g. Employees who failed to receive proper consideration for competitive promotion.
- h. Surplus employees who voluntarily request change to lower grade.
1. Individuals eligible for the Reemployment Priority List.
- J. Department of Defense employees registered in the DOD Program for Stability of Civilian Employment.
- k. Employees concurring in management-initiated lateral reassignment.

- I. Employees needing special placement (workers' compensation recipients, employees who lost security clearance, etc.).
- m. Employees needing reassignment for compassionate reasons.
- n. Employees requesting re-promotion to a grade previously held.

Following consideration of the above priority categories, candidates on other selection lists are considered. The above categories are subject to change, addition or rearrangement that requires consultation with the Union prior to implementation.

## **ARTICLE30**

### **NON-COMPETITIVE PROMOTIONS**

Permanent non-competitive promotions must be approved by the AMRDEC Director in accordance with applicable regulations. The filling of temporary non-competitive promotions is not intended to circumvent permanently filling vacant positions or the spirit and intent of 5 USC 2301 and 2302. The Employer will be fair and equitable in assigning employees to temporary non-competitive promotions. No employee will be given more than one temporary non-competitive promotion in a year. The year period starts at the end of the temporary promotion period. Non-competitive actions (i.e. canvass actions, laterals, details and temporary promotions not to exceed 180 days) are not covered by merit promotion procedures.

## **ARTICLE 31**

### **DETAILS**

#### **Section 1. Definition**

A detail is a temporary assignment of an employee to a different position or a set of duties (if no position exists) for a specified period to meet mission requirements with the employee returning to regular duties at the end of the detail. Details are not intended to circumvent permanently filling vacant positions or the spirit and intent of 5 USC 2301 and 2302.

#### **Section 2. General**

- a. Details are intended only for meeting temporary needs and will be kept as short as possible.
- b. An employee may not have to qualify for a position to which detailed. A detail should be reasonably related to an employee's official position and qualifications.
- c. Employer will make every effort to avoid assigning an employee to a lower grade position.
- d. The employees not selected for a detail will be provided the selectee's name and reason for selection, in writing, if requested.

- e. Details in excess of 30 days will be documented on a request for personnel action and a copy placed in the employee's official personnel file.

### Section 3. Details to Higher Grade Positions

An employee may be detailed to a higher-grade position or to a position with promotion potential for up to one year, in not more than 180-day increments. Competition is required after the initial 180-day period. Service in a detail position during the initial 180-day period shall not be used as the only determining factor for promotion purposes.

## **ARTICLE 32**

### **FURLOUGH, REDUCTION IN FORCE (RIF), AND TRANSFER OF FUNCTION (TOF)**

#### Section 1. General

- a. The Employer shall notify the Union at least 120 calendar days, unless circumstances dictate otherwise, in advance of an anticipated furlough, RIF, or TOF. In addition, the Employer shall permit the Union to attend any anticipated furlough, RIF, or TOF meetings. The Employer shall also provide the following information:
  - (1) An explanation of the requirement for the furlough, RIF, or TOF.
  - (2) The approximate number of employees who may be affected initially.
  - (3) The proposed competitive areas and competitive levels that may be affected.
  - (4) The anticipated effective date of the action.
  - (5) The expected duration of a furlough.
- b. The Union may request to negotiate the impact and implementation of furlough, RIF, or TOF within ten workdays of notification. The Employer agrees to meet with the Union within 30 calendar days of the request.
- c. Any changes to a competitive area shall be implemented IAW guidance in the CFR and after notification to the Union.
- d. Jobs that are similar enough in duties in all aspects that the employees can be readily moved from one job to another without unduly interrupting the work program (capable of assuming the full duties of the new position within six months) shall be placed in the same competitive level.
  - (1) Employees shall be informed of their initial competitive level and of subsequent changes.

- (2) When an employee feels his/her competitive level assignment is improper, the Employer shall conduct a competitive level review. The employee may request Union representation. The Union will be invited and may attend competitive level reviews irrespective of if the employee has requested Union representation.

## Section 2. Furlough

- a. Furloughs of more than 30 consecutive days, or more than 22 nonconsecutive workdays, will be implemented IAW OPM regulations governing RIF. Furloughs of 30 consecutive days or less will be implemented IAW 5 CFR, Part 752.
- b. The Employer will furnish each furloughed employee with written notification of furlough. Furloughed employees may be eligible for unemployment compensation in accordance with the laws of their state of residency.

## Section 3. Reduction in Force (RIF)

- a. The Employer will conduct a RIF in accordance with all laws, rules, regulations, and negotiated agreements, to include re-employment and re-promotion rights. The Employer agrees to attempt to minimize involuntary separations by the implementation of an aggressive outplacement program. Such outplacement efforts will be implemented as soon as practicable.
- b. At the time of any RIF, management will provide information covering the rules, regulations, and employees rights under a RIF through all appropriate means to AMRDEC employees.
- c. Management will provide the Union a retention register when an effective RIF date has been determined and the final retention register. The agency is responsible for ensuring that each employee's access to retention records is consistent with both the Freedom of Information Act (5 U.S.C. 552), and the Privacy Act (5 U.S.C. 552a).
- d. Employees adversely impacted by reduction in force may be eligible to register for placement through the DoD Priority Placement Program.
- e. Any career or career-conditional employee who is separated by RIF action may register for placement on the Re-Employment Priority List IAW appropriate regulations. An employee may notify the Employer at the time of separation that temporary employment will be acceptable. The employee will be considered for temporary positions based on RIF category priority. Acceptance of a temporary position by the employee on the Re-Employment Priority List shall not affect eligibility for re-employment in a permanent position.

## Section 4. Transfer of Function

Transfer of functions, when required, will be executed in accordance with 5 CFR 351 Subpart C.

### **ARTICLE33**

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#### **EMPLOYEE TRAINING AND DEVELOPMENT**

- a. The Employer and Union agree that it is mutually beneficial to have a well-trained workforce. The employees may inform the supervisor at any time of training needs related to the employee's work assignments. The Employer shall consider such information when identifying training needs. In order to encourage employee professional development, self-development, and job skills improvement, the Employer will make available training/education information, which includes developmental opportunity programs. The nomination and selection of employees for training will be designed to meet future needs. Training will be provided on new technology as needed.
- b. An Individual Development Plan (IDP) will be developed jointly by the Employer and the employee to address employee skills needed in the current position and to prepare for career opportunities. Training and development needs will be discussed and updated periodically and can also be discussed during performance review meetings. Once included in the IDP, employees should request training through the appropriate method (e.g. ATRRS, TIP, ALMS, etc.) for consideration and approval as appropriate by the first line supervisor.
- c. Completed training will be documented in the IDP. Employees are encouraged to keep a copy of all training documentation and periodically review for accuracy. It is the employees' responsibility to ensure their record of training is current and accurate.

### **ARTICLE34**

#### **SUPERVISORS' FILES**

Supervisors' files of employees' records and notes may be maintained internally. At the request of the employee, the first-line supervisor will allow review of the file, but may exclude internal notes.

### **ARTICLE35**

#### **JOB SHARING**

Job sharing shall be done IAW applicable regulations. The Employer agrees to notify the Union 15 days prior to converting a position to job sharing.

### **ARTICLE36**

#### **REORGANIZATION**

- a. It is agreed that the Employer shall notify the Union within 120 calendar days, or as soon as possible, in advance of an anticipated reorganization/realignment. The Employer shall provide the Union an opportunity to participate throughout the process.



- b. The Union will be briefed in the following manner:
  - (1) The rationale for the reorganization will be provided.
  - (2) The briefing will show the current and proposed organizational structures to include name, title, series, grade, or payband of each affected employee and other proposed reorganizational information, as appropriate.
- c. As additional information becomes available, the Union will be notified.

## **ARTICLE 37**

### **INVOLUNTARY REASSIGNMENTS**

- a. Involuntary reassignments may be necessary when needs of the Employer require non-RIF related reassignments. If more than one employee is assigned to the same position description, the Employer may reassign the employee having the least seniority.
- b. Employees selected for involuntary reassignments and the Union shall be given a written notice of not less than 15 calendar days. This notice shall state the reasons for reassignment. The selected employee shall be given an opportunity to reply orally or in writing within 15 calendar days after receipt of the reassignment notice.

## **ARTICLE 38**

### **SURPLUS EMPLOYEES**

The Employer shall notify the Union in advance of reorganizations, realignments, or other actions that will result in declaring employees as surplus. Whenever management generates a surplus list, a copy will be provided to the Union. At the request of the employee, the Employer will provide justification for eliminating the employee's position. The Employer and the Union agree that declaring an employee surplus does not reflect on the character of the employee nor does it reflect on the employee's retention status in RIF.

## **ARTICLE 39**

### **CONSULTANTS AND EXPERTS**

- a. The Employer acknowledges a responsibility to adhere to regulations and appropriate laws regarding the use of consultants and experts.
- b. Consultants or experts shall not be employed solely to avoid the competitive merit promotion procedures.

## **ARTICLE 40**

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### **BARGAINING UNIT STATUS OF TEAM LEADERS**

Unless otherwise excluded, employees who serve as team leaders but do not function as supervisors within the meaning of 5 USC 7103(a) (10) shall be included in the bargaining unit covered by this agreement.

## **ARTICLE 41**

### **PAY**

#### **Section I. Payment**

Wages, including overtime, holiday and premium pay, shall be paid IAW this agreement and applicable law and regulations.

#### **Section 2. Loss of Pay**

Payroll errors resulting in any loss of the employee's net earnings shall be corrected and payment disbursed expeditiously after employee notification to the servicing Defense Finance and Accounting Service (DFAS) office through completion of the applicable forms.

#### **Section 3. Overpayment**

If an employee is overpaid for any reason and fails to respond to a notice that the full amount will be withheld during the following pay period(s), the fees and reimbursement may be withheld from the employee's pay unless the employee makes other acceptable arrangements with the servicing DFAS office. Employees who have been overpaid may request a waiver for the repayment of such moneys. Upon request, the Employer agrees to assist employees in obtaining the appropriate waiver forms.

## **ARTICLE 42**

### **INCENTIVE AWARDS**

- I. The Incentive Awards Program will be administered on a fair and equitable basis. The Union President shall have the opportunity to appoint a representative to participate on any established incentive awards committee for all awards applicable to bargaining unit employees. The employer will comply with Redstone Regulation 690-16 when granting incentive awards.
2. Teams (i.e. integrated product teams, special projects, etc.) may distribute an award pool among themselves where appropriate. Thus, the team supervisor(s) may allocate a sum of money to a team for outstanding completion of a special task, and the team may decide the individual distribution of the total dollars among themselves.

3. Supervisors will notify employees that employees may recommend to the supervisor, employees, including themselves, who should receive special act, on the spot, and time off awards. An award is not an entitlement of an employee. These recommendations can be made throughout the performance year. These recommendations must be made in a timely fashion for the supervisor to be able to act on the award within thirty days of the special act or occurrence. A recommendation made by an employee is not a guarantee that an employee will receive an award. The supervisor will make the final determination on any award recommendations based on his/her discretion and applicable Army regulations and AMRDEC policy.
4. Within thirty (30) calendar days of the end of each fiscal year the following data will be requested by the Employer from Garrison-Redstone EEO office to be provided to the Union via the Employer as soon as possible after the end of the fiscal year:
  - a. For the fiscal year each non-rating based monetary award (special act and on the spot by dollar amount) and time off award (by number of hours) for bargaining unit employees, all of which data will be broken down by race, national origin, and gender. This list will not include the names of award recipients.
  - b. For the fiscal year total bargaining unit workforce structure broken down by grade, race, national origin, and gender. This list will not include the names of individual employees.
5. Within ninety (90) days of receipt of the data the Union has the right to request a meeting with management to discuss the data and make any recommendations that they deem appropriate. Management has the right to approve or disapprove any recommendations.

## **ARTICLE 43**

### **PERFORMANCE MANAGEMENT SYSTEM**

For employees covered by Redstone Arsenal Regulation 690-5, Laboratory Personnel Management Demonstration Project, additional performance review sessions may be held as deemed necessary by the Supervisor or requested by the employee.

Communication regarding performance between the employer and employee will be such that there should not be any surprise rating to the employee at the end of the rating cycle, to include objectives that cannot be rated due to circumstances beyond the employee's control, e.g., budget reductions, program terminations, manpower reductions. The supervisor, during mid-point and/or other performance review sessions, will notify the employee of perceived changes from the prior rating.

Pay for performance payouts will be calculated in accordance with Federal Register Notice Vol. 62, No. 124, June 27, 1997 (appendix A, references 4 and 5). The payouts made to employees from the performance pay pool will be a mix of base pay increases and bonus payments, and shall be paid such that all of the allocated funds are distributed as intended.

## ARTICLE 44

### TOTAL ARMY PERFORMANCE EVALUATION SYSTEM

#### Section 1. Performance Plans

Within 30 days of the beginning of the rating period, the rater will meet with the ratee to discuss the objectives that will be rated and established by the performance plan. The ratee will be given the opportunity to provide input that will be considered by the rater before implementing the performance plan. The plan shall be written where objectives are reasonably attainable, measurable, and define what is required for success. A legible copy of the performance plan (DA Form 7222-1 or DA Form 7223-1) will be given to the ratee at the beginning of each rating period. If the performance plan changes during the rating period, the ratee will be counseled by the rater on the proposed changes and will be given the opportunity to provide input for consideration. The ratee will not be rated until having served 120 days on the new or adjusted performance plan.

#### Section 2. Performance Counseling

Performance counseling will be done three times a year at approximately four-month intervals. If a ratee is not meeting the performance plan, the rater must discuss this with the ratee and assist the ratee in improving said performance (e.g., training, closer supervision, and short-term goals.) During counseling sessions, the rater shall give examples of excellence. A written record of the counseling sessions will be given to the ratee. The ratee may make written comments (if desired) concerning the counseling session and provide them to the rater for the record. The Counseling Checklist/Record and Support Forms will be initialed by the raters and the ratee in the appropriate column. If the ratee refuses to initial the blocks, the rater will note and date the refusal in the same.

#### Section 3. Performance Evaluation

If progress has been made in a task but has not been completed for reasons beyond the ratee's control or by mutual agreement, the rater shall evaluate only the completed portion. If the rater places notations on the forms reflecting accomplishment of responsibilities/objectives, the date of accomplishment will be included. If entry into a new position occurs less than 120 days before the previous rating period ends (and minimum rating period of 120 days has been served), the ratee will receive an early final performance rating. If entry into a new position occurs 120 days or more before the previous rating period ends (and the minimum rating period of 120 days has been served), the ratee will receive a special rating from the present rater within 20 workdays after the employee leaves the position. Ratee dissatisfactions concerning the performance appraisal process are subject to the grievance procedure.

#### Section 4. Values and Ethics

The DA values and ethics evaluations are intended to document positive aspects of the ratee's contributions that do not necessarily result in work output. As part of performance counseling

sessions, raters will advise ratees if the ratee is or is not supporting DA values and ethics and indicate what action the ratee may take to show support. Ratees may make comments regarding values and ethics on the rating form or by addendum as appropriate.

## **ARTICLE45**

### **WITHIN GRADE INCREASES**

- a. Advancement in pay, called "within grade" increases, is provided for GS employees whose most recent performance appraisal is at an acceptable level of competence and who have met the prescribed length of service in grade (waiting period) in accordance with 5CFR 531-404.
- b. If the employee's most recent performance appraisal is not at an acceptable level thereby causing the within grade increase to be withheld, the employee may be given not less than 120 days to improve performance to an acceptable level prior to the Employer conducting a new performance evaluation.
- c. An employee who is denied a within grade increase may complain through EEO channels or appeal to Merit System Protection Board, as appropriate. The denial of a within grade increase is not grievable under the terms of this Agreement.

## **ARTICLE46**

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

- a. Equal Employment Opportunity at AMRDEC will be conducted in accordance with applicable regulations and law. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon race, color, religion, age, sex (gender), physical or mental handicap, sexual preference, national origin, or genetic information. The Employer and the Union shall ensure that reprisal for asserting rights under EEO statutes, Executive Order or this Article will not be tolerated. Additional information on Equal Employment Opportunity can be found at [www.EEOC.gov](http://www.EEOC.gov).
- b. The Union and the Employer shall cooperate to the fullest extent to assure equal opportunity in hiring, training, promotions, and other conditions of employment for all employees.
- c. The Union recognizes that the responsibility for development and implementation of an Affirmative Action Plan (AAP) for AMRDEC (as contained in MD-715) is formally performed by the U.S. Army Research, Development and Engineering Command (RDECOM). The RDECOM MD-715 will be provided to the Union annually. If this AAP or other relevant Garrison-Redstone EEO reports identify barriers to EEO principles within AMRDEC, the Employer will work with the Union to develop methods to alleviate the barriers in support of the RDECOM AAP or Garrison-Redstone EEO identified shortcomings identified to AMRDEC.

- d. Activities, facilities, services, and training programs operated, sponsored, or that involve participation by AMRDEC will be made available to all bargaining unit employees without discrimination.
- e. Any employee regardless of bargaining unit status, to include a Union representative, may represent an employee in the EEO process as a personal representative and receive such time as the EEO regulations provide.
- f. Union representatives may be considered for appointment as EEO counselors only to the extent that the duties of such do not present a conflict of interest. Employee membership in the Union shall not be a factor with regard to the employee serving as a counselor. The representative shall be provided information and rights concerning the complaint IAWAR 690-600 and 29 CFR 1614.

## **ARTICLE 47**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

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

- a. The purpose of this article is to provide a mutually acceptable method for the prompt and equitable resolution of situations where potential conflict arises between employees or the Union and the Employer, to include the settlement of grievances. This is the exclusive procedure available to the Employer and the Union and employees in the bargaining units for resolving such grievances. This procedure provides a means of resolving grievances at the lowest level of both the Employer and the Union. However the Union and the Employer encourage employees to meet with first line supervisors to discuss workplace issues and where possible come to informal resolution of the issues prior to use of the grievance procedure.
- b. Grievances can be either of a personal nature (i.e. a situation that affects a single employee or a small group of employees) or of a more broad nature potentially impacting a significant portion of the bargaining unit(s) or where a significant difference exists between the Union's and the Employer's interpretation and implementation of the collective bargaining agreement and related processes. Employee filed grievances of a personal nature will be handled under Section 3 of this Article, and grievances of a more broad nature will be handled under a Union-Employer Grievance (see Section 4 of this Article). Disputes that remain after either of these two processes will be handled under arbitration procedures (see Section 5 of this Article).
- c. Nothing in this article is intended to deny an employee or group of employees in the bargaining units the right to file grievances. The filing of a grievance will not adversely impact an employee's reputation, performance appraisal, or value to the Employer. Employees, employee representatives, and all other persons involved in the grievance process will be free from restraint, interference, coercion, discrimination, or reprisal.

- d. An employee or group of employees filing a grievance under this agreement can be self-represented or represented by the Union or by a representative approved in writing by the Union President. Employees who elect to represent themselves must do so IAW this agreement. The Union will be notified and has the right to be present during grievance proceedings covered under this agreement.
- e. When the grievant elects Union representation, meetings and communication with regard to resolutions shall be made through the designated Union representative. The parties agree to schedule meetings for all steps in the process during the core hours of the grievant and representative unless the parties mutually agree otherwise.
- f. When representing bargaining unit members for employee grievances, the Union agrees not to seek remedy for a grievance via other formal process outside the grievance procedure until the provisions of this agreement have been exhausted or the grievance is cancelled.
- g. The Employer and the Union agree that in the case of a grievance involving a group of employees who have essentially identical personal grievances, one grievance shall be selected by the Union for processing, and the decisions from that grievance shall apply to all grievants.
- h. If an employee who has filed a grievance resigns, dies, or is no longer a Federal employee before a decision is reached and there is no question of financial compensation involved, the grievance is null and void unless specifically provided for in another part of this contract. A copy of this notification shall be made a part of the official record.
- 1. Electronic correspondence may be used in lieu of hard copy, however, it is incumbent upon the sender to verify receipt.
- J. If the grieving party does not meet the timeframe at any step of a grievance procedure, the grievance may be terminated. If the responding party does not meet a grievance timeframe, the grievance may be advanced to the next step. However the parties can mutually agree to extend timeframes.

## Section 2. Coverage

- a. The procedures set forth in this article cover the following:
  - (1) Interpretation, application, and/or violation of this agreement, law, rule, or regulation.
  - (2) Personnel actions
  - (3) Interpretation and application by the Employer of published policies and regulations issued or implemented at any level up to and including OPM, that concern conditions of employment, as may be appropriate under law.

- b. Except as otherwise provided for in this agreement, matters expressly excluded by law or regulation or for which a statutory appeal right exists are excluded from coverage under this procedure.
- c. Any complaint resulting from RIF, adverse action, and EEO issues can be pursued either through the grievance procedure defined in Section 3 of this Article, or the Merit System Protection Board appeal process, or the EEO procedure. However, only one of these procedures can be utilized. Prior to arbitration under the grievance procedure, either the Union can decide to pursue EEO issues in a grievance to arbitration, or the grievant can decide to pursue the matter to the EEO Commission. An arbitrator's decision on EEO issues will be binding on both parties and can only be appealed to the FLRA or appropriate appeal authority.
- d. Employees may file grievances concerning disciplinary and adverse actions beginning with the Second Step of this grievance procedure. These grievances must be filed within 20 workdays after receipt of the decision letter, or within 20 workdays after the effective date, whichever is later. The employee may choose to be represented by the Union.
- e. An employee grievance cannot be filed under the provisions of this Article unless: the resolution or the corrective action sought is under the control of the Director; the employee is a member of a bargaining unit subject to this agreement; the relief sought by the grievant is personal in nature; and the grievant can cite an article of the Agreement, regulation, rule, and/or policy to include the provision(s) considered to have been violated.

### Section 3. Employee Grievance Procedure

- a. This employee grievance procedure will be used for any grievable matter when filing a grievance. The procedure must be initiated by the grievant, a group of grievants, or a Union representative on behalf of the grievant(s) via written or electronic notification to the first line supervisor of the grievant(s) within 25 workdays of the incident, act, or knowledge of the act that is the subject of the grievance. Grievances resulting from on-going conditions may be presented at any time. The employer reserves the right to have one supervisor respond to a group grievance of employees.
- b. The grievance will include the nature of the matter being grieved, the specific Article(s) of the Collective Bargaining Agreement or law or regulation alleged to have been violated, and the specific remedy sought by the grievant. Additionally, the grievant will indicate his/her desire to pursue the two-step grievance process or Alternate Dispute Resolution (ADR) in lieu of the first step of the two-step process.

### Steps of the Grievance Process

#### (1) First Step

- (a) Upon receipt of the notification of the grievance, the first line supervisor will acknowledge receipt and will forward the grievance to the second line supervisor, who is



the First Step deciding official. The First Step deciding official will acknowledge receipt to the employee and the Union and will coordinate a date, time, and location for a meeting with all parties, including the grievant, the grievant's Union representative or other Union approved representative, and other necessary parties. The meeting will be scheduled by the Employer at a mutually agreeable time within 10 workdays of the date of receipt of the grievance, or as soon as all parties are available. If the employee filing the grievance is not being represented by the Union, the First Step deciding official will notify the Union of the date, time, and location of the First Step meeting, and a representative of the Union will be invited to attend.

- (b) The First Step deciding official will attempt to resolve the grievance if possible. If the grievance is beyond the scope of the deciding official's authority or if it cannot be resolved, the First Step meeting will serve to clarify the issues.
- (c) The First Step deciding official will render a brief written decision to the grievant or the grievant's representative, if any, within 10 workdays after the conclusion of the First Step meeting.
- (d) If the grievant is satisfied with the First Step decision, the grievant or the grievant's representative will provide written or electronic response indicating that satisfaction.

## (2) Second Step

- (a) If the grievant is not satisfied with the First Step decision (or if using ADR, the grievant is not satisfied with the outcome of the ADR process), the grievant will, within 10 workdays after receiving the decision (or, if using ADR, after failure of the ADR process to resolve the issue), provide a written notice to the First Step deciding official stating the intent to take the grievance to the Second Step. That notification must include the grievant's name, title, series, and grade; immediate supervisor; employing organization (as stated on the most recent Notification of Personnel Action); current work telephone number; name of representative (if any); representative's work telephone number; the nature of the grievance, including the specific portion of the negotiated agreement, regulation, law, or policy which the grievant feels have been violated in relation to the grievance; the remedy sought; the date prepared, and includes the grievant's or representative's signature.
- (b) Upon receipt of the notification to take the grievance to the Second Step, the First Step deciding official will acknowledge receipt and will forward the notice to the AMRDEC Director who may designate a Senior Executive Service (SES) manager in the grievant's supervisory chain to act on his/her behalf as the Second Step deciding official. Should the SES position be unencumbered, the Director may designate as the Second Step deciding official the management official temporarily assigned in that position. The Second Step deciding official must have the authority to resolve the grievance.
- (c) The Second Step deciding official will acknowledge receipt of the notice and will schedule a meeting at a mutually agreeable time within 15 workdays of the date of receipt

of the Second Step notice, or as soon as all parties are available. Parties involved will be the grievant, the grievant's Union representative or other Union approved representative, the Second Step deciding official, a representative from CPAC's Management Employee Relations (MER) office, and a recorder. If the employee filing the grievance is not being represented by the Union, the Second Step deciding official will notify the Union of the date, time, and location of the Second Step meeting, and a representative of the Union will be invited to attend. By mutual consent, the Union and/or the Employer may have observers present during the meeting.

- (d) The Second Step deciding official shall provide a person as recorder to take minutes as closely as reasonable to recording a verbatim transcript of the proceedings. An electronic recording device will be utilized as long as it is agreeable to all parties.
- (e) Documents relating to the grievance and utilized by any party at this meeting shall be made available to the other parties, subject to legal, regulatory, or other restrictions (e.g., Privacy Act). The grievant or Union representative or Union approved representative, if any, shall present the case at the meeting.
- (f) The Second Step deciding official will render a written decision within 20 workdays of the meeting. The process is as follows: The Second Step deciding official shall provide to the grievant and the Union a written transcript of the minutes within 5 workdays. The grievant or the grievant's representative will provide any clarifying comments to the Second Step deciding official within 5 workdays of receipt of the transcript. The Second Step deciding official shall render a written decision to the employee, Union representative or Union approved representative and Union President with minutes, documentation, and the basis for the decision (including minutes of Second Step meeting) within 20 workdays of the meeting.
- (g) If the Second Step decision is acceptable to the grievant, the grievant or his/her Union representative will so acknowledge in writing (including electronically), and the provisions of the decision will be implemented. If the Second Step decision is not acceptable to the grievant, the Union may invoke arbitration in accordance with Section 5 of this Article below.

#### ADR Procedure in Lieu of First Step

- (1) The purpose of ADR is to provide a more interactive method to bargaining unit employees and the Employer for the mutually satisfactory settlement of grievances. This procedure utilizes a mediator and a less formal process to assist the employee(s) and the Employer in crafting a solution to a grievance.
- (2) If an employee elects to participate in ADR, this election must be made in accordance with Section 3.b above, however the specific timelines of the First Step procedure will be modified, providing a period not to exceed 30 calendar days to accomplish the mediation. If mediation is successful, a negotiated settlement agreement will be signed by the participants. If mediation is not successful or 30 calendar days have elapsed from the election to engage in

ADR, whichever comes first, and the grievant has determined to continue the grievance, the grievant will continue the processing of the grievance at the second step of the grievance procedure.

- (3) The first line supervisor will acknowledge receipt of the grievance and election to utilize ADR, and will forward the notification to the second line supervisor. The second line supervisor will acknowledge receipt and notify the CPAC or equivalent of the request for ADR and will act as the designated management representative at the ADR unless otherwise determined by management.
- (4) The Employer will obtain the services of a neutral, professional mediator to aid and facilitate the parties in achieving settlement of the dispute. The Employer will pay for the mediator, as necessary. The Employer will provide a facility and equipment necessary and appropriate for holding the mediation. The Employer will coordinate the date, time, and location of the mediation and provide written confirmation to the parties. Parties involved will be the grievant and the management representative. The employee may choose to have a Union representative at the mediation to assist the employee in presenting the case.
- (5) The mediation will be held on a normal workday for the grievant and will last no more than four hours. If no conclusion or resolution is reached before the end of four hours, the mediation process will be terminated and considered finished unless all parties, including the mediator, agree to continue. The employee may offer witnesses who voluntarily agree to appear at the mediation at their own expense. Such witnesses who are AMRDEC employees will be on excused absence during participation if they would otherwise be in a duty status. Witnesses who work other than core duty hours may be granted administrative leave or may have their schedule changed to core duty hours on the day of the mediation. The Employer may also offer witnesses at the mediation. Any resolution reached must be within the authority of the management representative to approve.
- (6) If the parties reach a resolution, the written agreement will be signed by the grievant, the Union representative (if any) and the management representative. A copy will be given to all parties present at the mediation. The Employer may provide the terms of the settlement to personnel who have a need to know for implementation of the provisions. The grievant and the Union agree that if the employee's complaint is fully resolved, the employee will withdraw the grievance. The parties further agree that unless third party involvement is required for implementation, the details of the settlement agreement will not be disclosed to other parties.
- (7) If no resolution is reached in the mediation, the no resolution result will be documented and signed by the participants. The grievant may then pursue the grievance at the Second Step of the grievance procedure in accordance with the provisions of Section 3 d(2) this Article within 5 workdays following the date of the mediation.

#### Section 4. Union-Employer Grievance Procedure

When a grievance arises between the Employer and the Union that is not an individual or group grievance and involves matters that fall within the scope of this agreement, the following process shall be used to resolve the issue. The grieving party will inform the other party of the grievance within 15 workdays after the act, or knowledge of the act, giving rise to the grievance. Within 10 workdays, the grieving party will schedule a meeting between the two parties. The grieving party will notify the other party once it has determined that further discussion will not resolve the issue. Within 20 workdays of such notification, the grievant may invoke arbitration in accordance with the procedure described in Section 5 of this Article.

#### Section 5. Arbitration

- a. This article provides the procedure for determining whether an issue is grievable or subject to arbitration and for addressing unresolved grievances that have been processed under the provisions of this article that arise from the interpretation, application, or violation of this agreement. Arbitration may be invoked by the Employer or by the Union, but not by the employee.
- b. A request for arbitration by the Employer or the Union must:
  - (1) Be in writing and be addressed to the AMRDEC Director or comparable level or to the President of AFGE Local 1858, as appropriate;
  - (2) Identify the grievant;
  - (3) Specify the nature of the grievance, including the specific portion of the negotiated agreement, regulation, law, or policy alleged to have been violated;
  - (4) Specify the relief sought;
  - (5) Be submitted within 20 workdays following receipt by the grievant of the responding party's final decision issued in accordance with the grievance procedure or receipt of notice rejecting a issue for grievance or arbitration by either party.
- c. No later than 20 workdays from date of the written request for arbitration, the party requesting arbitration will contact the Federal Mediation and Conciliation Service (FMCS) for a list of five potential arbitrators. Any FMCS fee will be shared equally between the Union and the Employer. Upon receipt of the list, the requesting party will schedule a meeting with the responding party to occur within 20 workdays to select an arbitrator. At this meeting, the parties may mutually agree on an arbitrator. If the parties cannot agree, the parties will take turns striking one name from the list of arbitrators until only one name remains. If the responding party does not meet within 20 workdays of the request to strike for an arbitrator, the requesting party will unilaterally select an arbitrator, notify the responding party, and the

responding party will assume the cost of the fee and expenses of the arbitrator. Conversely, if the requesting party does not meet within 20 workdays of the request to strike for an arbitrator, the responding party will unilaterally select an arbitrator, notify the requesting party, and the requesting party will assume the cost of the fee and expenses of the arbitrator.

- d. The arbitration hearing shall be held during normal business hours Monday through Friday. In accordance with applicable regulations, the grievant, the grievant's representative and necessary AMRDEC witnesses shall participate without loss of pay or charge to leave. The Employer will provide video or teleconference capabilities for AMRDEC grievant/witness whose permanent duty stations is outside Huntsville/Redstone Arsenal commuting area to preclude travel and per diem costs. If mission requirements permit, the Employer will allow and encourage AMRDEC employees to appear as witnesses in arbitration hearings when requested by the Union. The Employer will allow use of administrative leave for this purpose if the employee is otherwise in a duty status.
- e. In the case of arbitrations to determine whether an issue is grievable or subject to arbitration, the arbitrator will designate the winning and losing party in the decision. The losing party will pay the fee and expenses of the arbitrator. In all other cases of arbitration, all fees and expenses relating to the arbitration will be jointly shared by the Employer and the Union. The Employer will allow the Union to reproduce the transcript at their own expense. Travel and per diem costs to the Employer shall be limited as specified in applicable regulations. The requesting party will pay any cost for witnesses who are not AMRDEC employees.
- f. The arbitrator shall be requested to render a decision as soon as possible, but no later than 20 workdays, after the hearing unless the parties agree otherwise. The arbitrator shall have the authority to interpret this agreement but not to change, alter, amend, or modify the agreement. The arbitrator's written decision will be binding, will include a statement of the basis for the decision, and will be provided concurrently to both parties.
- g. Either party may file an exception to the arbitrator's decision with the Federal Labor Relations Authority (FLRA) or Federal court as appropriate. In the event one of the parties files an exception, the arbitrator's decision will be held in abeyance until the FLRA or Federal court issues a decision.
- h. Neither party will issue a news release or post on a public bulletin board (including websites) on any case until a final decision has been rendered.

Note: This article applies to bargaining unit employees only and not to management officials.

## **ARTICLE 48**

### **DISCIPLINE - ADVERSE ACTIONS**

#### **Section 1. Definition**

Disciplinary actions under this article include written reprimands, suspensions, demotions, or removals taken for disciplinary reasons. This article does not apply to performance-based actions taken under Title 5 USC, Chapter 43.

#### **Section 2. Prevention**

The Employer and the Union agree that primary emphasis shall be placed on preventing situations requiring disciplinary action through effective employee-Management relations. If it is proven that false statements are knowingly made against an employee, the person making such statements may be subject to disciplinary action.

#### **Section 3. Preliminary Investigation**

Employees shall not be disciplined except for such reasons as will promote the efficiency of the Federal Service. Prior to deciding whether or not a disciplinary action is warranted, the immediate supervisor or the designated representative, shall undertake a preliminary investigation and hold discussions with the employee concerned. When the supervisor holds discussions with the employee during a preliminary investigation to determine whether or not disciplinary action is warranted, the supervisor shall tell the employee the purpose of the investigation, the employee shall be entitled to have a Union representative present, and the supervisor may inform the employee of that entitlement.

#### **Section 4. Initiation and Timeliness**

Disciplinary actions shall be initiated only after a thorough preliminary investigation has been completed and the facts revealed by this investigation clearly indicated that disciplinary action is necessary. The Employer shall agree that disciplinary actions will be processed in a timely manner and taken for such reasons as will promote the efficiency of the Federal Service.

#### **Section 5. Fairness**

The Employer agrees that disciplinary procedures shall be administered in a fair and impartial manner, and that no employee will be disciplined except as provided by law and regulation. Disciplinary actions, in order to be effective, should be timely.

#### **Section 6. Administration**

Disciplinary action shall be administered against offending employees for corrective or punitive reasons, depending upon the nature of the misconduct. Unless inconsistent with established agency policy, the Employer may consider progressive discipline.

## Section 7. Selection of Penalties

The Employer agrees to consider using the Agency Table of Penalties and relevant mitigating, extenuating, and aggravating factors in selecting penalties.

## Section 8. Notifications

The Employer agrees to the following:

- a. A notice of proposed action shall be provided for disciplinary actions consisting of a suspension, demotion, or removal.
- b. Notices of proposed action shall include all required information and state the specific reason(s) for the action. The employee or the employee's representative shall be provided all information/documentation used to support the disciplinary action upon request. While the parties recognize that an action may be initiated at any time, the Employer agrees the action should be timely.
- c. Except where there is justifiable cause to provide less time, the employee shall be provided 15 workdays to respond verbally and/or in writing to a notice of proposed action. Appropriate extensions may be afforded, when requested in writing and granted in writing. The proposed action shall list all reasons that are used as the basis of the offense for which charged.
- d. The Employer shall notify employees of their discipline-related rights, to include the right to Union representation and the right to grieve and appeal, IAW applicable laws and regulations. The Employer also agrees to include in decision letters, a statement that future incidents of misconduct may result in more severe discipline.
- e. If a decision is made as a result of an appeal or grievance to modify or reverse an adverse action or disciplinary action against an employee, the Employer shall initiate actions to restore the employee's lost pay and benefits, in a reasonable timeframe.
- f. Unless inconsistent with established agency policy, oral and written counseling may be considered the first steps toward progressive discipline.
- g. Employees being given an adverse action (as defined by the OPM) are entitled to appeal to the Merit Systems Protection Board or may file a grievance under the negotiated grievance procedure contained in this agreement, but not both.
- h. The Employer will provide the Union a quarterly report showing the total number of employees who have received notification of disciplinary action during the current quarter and year to date.

## **ARTICLE 49**

### **SECURITY CLEARANCES**

1. Employees whose security clearances have been suspended have all the rights under the security regulations to appeal the suspension and/or revocation.
2. The Employer will make every effort, subject to security requirements, to accommodate the employee at the same pay level in a position or detailed to a set of duties until all appeals have been exhausted. The Employer may also have a policy manifested in regulation to accommodate the employee.
3. The Employer will provide the Union a quarterly report showing the total number of employees whose security clearances have been suspended and/or revoked during the current quarter and year to date.

## **ARTICLE 50**

### **POLITICAL ACTIVITY - HATCH ACT**

The Union and Employer agree to abide by the provisions of the Hatch Act, as amended.

## **ARTICLE 51**

### **EMPLOYEE ASSISTANCE PROGRAM**

- a. The Union and the Employer jointly recognize alcoholism and drug abuse as illnesses that are treatable. In addition, the parties recognize that personal, emotional, financial, marital, family, and legal problems, etc., may also create medical-behavioral problems. Each of these problems may cause poor attendance and declining performance on the job. It is recognized that each problem has its own identity and will be treated as such. Employees who suffer from any one of these problems may have an adverse impact on their co-workers. The Union and Employer agree to work together in support of the program and consult on employee illnesses related to alcoholism, drug abuse, and emotional behavioral problems.
- b. All members of the bargaining unit and their families will be given the opportunity for treatment and counseling under the Employer's Employee Assistance Program (EAP).
- c. The EAP is designed to assist employees in:
  - (1) Prevention of alcohol abuse and alcoholism.
  - (2) Prevention of drug abuse and dependency on drugs.
  - (3) Referral for treatment of emotional-behavioral problems.



- (4) At the employee's discretion, counsel with families of employees with alcohol, drug abuse, or emotional-behavioral problems.
  - (5) Attempting to restore to effective and reliable duty all employees who are failing to function properly on their jobs because of problems attributable to alcoholism, drug abuse, or emotional-behavioral problems.
- d. Sick leave and annual leave when available and requested by the employee will be granted to employees for the purpose of treatment the same as provided to other employees who are sick. Subject to workload, official time may be granted to employees in the program to attend on-post meetings/counseling during duty hours.
  - e. The supervisor will encourage employees of the bargaining unit who feel that they may be suffering from alcoholism, drug abuse, or emotional-behavioral problems to voluntarily seek counseling and information from the EAP. The earlier that an employee's problems relating to alcoholism, drug abuse, or emotional-behavioral problems can be identified, the more favorable are the employee's chances for a satisfactory solution to the problems.
  - f. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining job performance, the supervisor will discuss the apparent difficulties with employee. If the employee is unable to correct job performance difficulties through the employee's own efforts, the supervisor will arrange to offer the employee confidential assistance and services that are available.
  - g. The focus on corrective interviews by supervisors is restricted to the issue of job performance. Opinions or judgments on employees with alcoholism, drug use, or medical-behavioral problems are prohibited. It must be re-emphasized that all referrals by supervisors must be made on an objective and factual basis.
  - h. Employees who agree to counseling, medical treatment, rehabilitation treatment, or any other treatment shall not be subject to disciplinary and/or adverse action for 90 days so long as they remain in the program and are sincerely trying to be cured. The employee may be evaluated to determine if any disciplinary and/or adverse action should be taken (after 90 days). This provision does not apply to those employees who did not voluntarily self-identify themselves as users of illegal drugs or those employees found to be using illegal drugs for a second time.
  - 1. Family members of employees who have agreed to counseling, medical treatment, rehabilitation treatment, or any other treatment shall receive guidance or counseling to aid them in coping and understanding the employee in the treatment and recovery process.
  - J. If an employee accepts help from the EAP for treatment of alcoholism, drug abuse, or emotional-behavioral problems, the employee will receive counseling and be referred to community resources or facilities for appropriate assistance.
  - k. In the event that the Employer determines that an employee should seek help from the EAP, the employee may have Union representation if desired.

- L The Civilian Program Coordinator for the EAP will periodically meet with a Union representative to discuss methods for reaching bargaining unit members needing assistance.
- m. The Employer will also meet with the Union and consult any personnel policies and practices affecting conditions of employment with this program. The Union has the right to confer on affected policies and practices.
- n. Management will ensure that all employees are given the opportunity to participate in the required activities of the EAP.

## **ARTICLE 52**

### **CONTRACTING OUT**

1. The Employer will notify the Union of any substantive change to the laws, rules, and regulations governing contracting out and privatization that will impact the conditions of employment of the bargaining unit and will consult and/or negotiate, as appropriate, based on the impact of the changes.
2. When contracting out of a function that is performed by bargaining-unit members is being considered, the Employer will notify the Union in writing as soon as practicable and will consult fully and openly with the Union throughout the process.
3. If the agency decides to contract out any of the functions performed by bargaining-unit employees, the Employer will make reasonable efforts to minimize the adverse consequences of the decision on those employees.

## **ARTICLE 53**

### **BARGAINING UNIT EMPLOYEES' INTERACTION WITH CONTRACTORS IN THE WORKPLACE**

1. A contractor in the workplace is defined as non-government employee working on site under an on-going Government contract.
2. Interaction between bargaining unit employees and contractors in the workplace will be governed by Federal contract laws.
3. Contractor employees and their workspace should be clearly identified.

## **ARTICLE 54**

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### **UNION USE OF GOVERNMENT FACILITIES**

- a. The Employer agrees to furnish Government office space for Union use provided occupancy of such space by the Union does not restrict the Employer's mission capability, is practical, and is deemed beneficial to both parties, and at no cost.
- b. The Union agrees to utilize Government office space only for the purpose of conducting Union affairs performed for the benefit of or on behalf of the bargaining unit. The space provided will be maintained in an orderly fashion and in accordance with applicable security requirements.
- c. Union officials will be granted access to the Employer's office equipment and supplies required for use in carrying out official representational duties.

## **ARTICLE 55**

### **DELIVERY OF UNION LITERATURE**

The Employer agrees to provide a link to the Union website from the AMRDEC Homepage. The Employer also agrees to allow distribution of e-mail from the Union to employees. The content of the e-mail will be limited to a brief description of the topic and may contain a link to a Union-directed website.

## **ARTICLE 56**

### **COMMAND SPONSORED HEALTH PROMOTION PROGRAM**

This program is designed to reinforce the Army's focus on health and fitness. Participation in the program allows for use of excused absence.

Civilian employees may participate in command sponsored physical activity training, monitoring, and/or education, provided these activities are an integral part of a total fitness program. The Director and supervisors have the authority to grant up to three hours of excused absence per week for a period of up to six months to allow participation in a command sponsored program if workload and mission requirements will permit. While formal physical fitness programs may be repeated from time to time, employees will not normally be granted excused absence for physical exercise training once they have received such training. The Employer may consider any employee's request for any continuation.

## **ARTICLE 57**

### **DAMAGED/STOLEN/LOST GOVERNMENT PROPERTY**

The employer agrees to notify the Union and affected employees of intent to review or investigate lost, stolen, or damaged government property for the determination of potential employee liability.

## **ARTICLE 58**

### **SAFETY AND OCCUPATIONAL HEALTH**

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

- a. The Employer will, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. In providing safe and healthful working conditions the Employer will abide by applicable laws including Executive Orders; federal, state, and local laws; and regulations. For more specific information on health and safety go to [www.osha.gov](http://www.osha.gov).
- b. The Union will support the Employer's efforts to acquaint all employees with their safety and health responsibilities. Any bargaining unit member will notify the supervisor promptly when it is believed that the work environment or the duties being performed endanger safety or health. If the supervisor agrees with the employee and cannot solve the problem by providing immediate adequate protection, the supervisor shall consider removing the employee from the situation and refer the problem through appropriate channels for action. If the supervisor disagrees with the employee, the employee has the right to report the situation to the AMRDEC Safety Officer. An employee will not suffer reprisal for asserting the right to decline to perform assigned tasks under circumstances where he/she has a reasonable belief the situation poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures as described in 29 C.F.R. 1960. In this situation, both the affected employee and local management shall be entitled to the considered opinion of a qualified industrial hygiene, safety, fire prevention, or health professional on the extent of the hazard.

#### **Section 2. Personal Protective Equipment (PPE)**

The Employer will furnish PPE at no cost to employees when it is determined that such equipment is necessary for the work to be done safely. The employee will not be required to work without appropriate PPE when the Employer determines it is necessary. It is the responsibility of the Employer to ensure employees are properly trained in use of PPE. It is the employee's responsibility to use the provided PPE.

### Section 3. Safety and Health Inspections

The Employer will maintain a systematic and documented program that will ensure that an annual workplace inspection will be conducted. The Union will be notified in advance and invited by the local Safety Office to all inspections of employee work sites. The Union shall be invited to attend the entrance and exit briefing and shall receive a copy of all findings and recommendations of the workplace inspection/audit team (or individual). The Union will be notified of safety and health hazards discovered in these inspections. Any hazards identified in an inspection will be corrected as expeditiously as possible.

### Section 4. First-aid Kits

At activities where local health services are not available, the Employer will furnish one industrial first-aid kit for every 50 employees, and will ensure that at least one employee of the activity is qualified to administer first aid. (When health services are available within five minutes of the activity, they are considered "available" for purposes of this section.)

### Section 5. Medical Examinations

Job-related examinations will be in accordance with AR 40-5. Job transfer, periodic and termination examinations will be provided to civilian employees potentially exposed to health hazards in the work environment based on a determination of a valid Industrial Hygiene (IH) survey and recommended entry into a medical surveillance program. Termination examinations will be provided on termination of assignment or termination of employment for all employees who have been included in a periodic job-related medical surveillance program unless an examination has been conducted within the past 90 days. The 90-day exception does not apply in cases where the content of the periodic examination differs from the termination examination, for example, high-risk microwave or laser workers, or where a more stringent requirement exists. Employees may request from the Employer copies of medical records resulting from such examinations.

### Section 6. Hazard Communication {Hazardous Materials}

To the extent possible, the Employer will maintain a hazard communication program in accordance with OSHA Regulation 29, CFR 1910.1200. An inventory of hazardous chemicals will be maintained at the work site. Employees will receive training on the hazardous chemicals to which they may be exposed. Employees wishing to discern their potential exposure to hazardous chemicals, such as toxins and carcinogens, will contact their immediate supervisor or the local safety office for advice and assistance.

### Section 7. Working Conditions

- a. Safety and occupational health rules and regulations in effect will be followed to ensure that employees are made aware of hazards, informed of safe and healthful work practices, and educated in the use of appropriate PPE.

- b. Where working conditions will be changed in leased/or owned space, the Union will be included in impact and implementation discussions surrounding the proposed changes/solutions.
- c. Employees will report any problems associated with Government vehicles to immediate supervisor or motor pool dispatch for further investigation. Employer will investigate and take appropriate action. An employee has the right to decline to perform assigned tasks if the employee believes a vehicle is unsafe to the extent described in 29 C.F.R. 1960.46(a).
- d. Should temperatures fall below 60 degrees Fahrenheit or exceed 88 degrees Fahrenheit in office spaces, the Employer will place employees in a suitable environment or make appropriate accommodations until acceptable temperatures can be restored.

#### Section 8. Safety Training and Evacuation Planning

- a. All employees will take all required safety and health training which is provided by the Employer.
- b. All occupational safety and health employees and Union safety representatives will receive appropriate safety and health training or DoD sanctioned safety events under applicable law and regulation.
- c. Plans shall be made for the emergency evacuation of buildings and facilities. This plan shall include emergency escape route procedures and procedures to account for all employees after emergency evacuation. Emergency evacuation plans will be prominently displayed at all buildings.

#### Section 9. Hazardous Duty Pay

The Employer agrees to pay Hazardous Duty Pay (HDP) to Lab Demo employees who are exposed to hazards, physical hardships, or working conditions of an unusually severe nature that cannot be eliminated or significantly reduced by preventive measures, including the use of safety equipment and protective clothing.

#### Section 10. Environmental Differential Pay

The Employer agrees to pay Environmental Differential Pay (EDP) to Wage Grade employees who are exposed to hazards, physical hardships, or working conditions of an unusually severe nature that cannot be eliminated or significantly reduced by preventive measures, including the use of safety equipment and protective clothing.

## Section 11. Union Safety and Health Investigations

The Union agrees to work with the Employer in an effort to resolve safety and health problem(s) which are brought to its attention at the lowest management level possible when the Employer is taking responsible action to correct and investigate a hazardous condition.

However, the Union has the right to conduct its own investigation of employee safety and health issues when a concern or issue has been brought to its attention and/or when determining to file a grievance or take other appropriate action. This investigation will not interfere with any Employer investigation.

### **ARTICLE 59**

#### **ENERGY CONSERVATION**

The Union and the Employer agree to work with each other in support of Energy Conservation.

### **ARTICLE 60**

#### **VIOLENCE IN THE WORKPLACE**

The Employer and the Union are strongly committed to providing a safe and healthy work environment that is free from violence; physical or verbal, or other forms of expression or behavior which could be interpreted by a reasonable person to communicate a threat to self or others.

Any team or committee established by the employer for the prevention of workplace violence or investigation of workplace violence will include a representative from the Union.

### **ARTICLE 61**

#### **WORKERS' COMPENSATION**

- a. The Federal Employees Compensation Act (FECA) provides for benefits to employees of the Command who are injured, become ill, or die as a consequence of their employment. Such benefits are available to bargaining unit members and shall constitute the remedy for work-related injury or disease for Command employees.
- b. The AMRDEC support staff is responsible for coordinating the FECA program and for ensuring that the employees are aware of benefits to which they are entitled. The AMRDEC support staff is responsible for reviewing claims for administrative correctness prior to submitting to the U.S. Department of Labor for adjudication. In cases of dire financial need, at the request of the employee, the Director or his representative may contact the Office of Workers' Compensation Program in an effort to expedite the claim.

- c. When there is an on-the-job injury, the injured employee shall obtain medical attention as soon as possible. The injured employee is responsible for reporting all work-related injuries to the supervisor and apprising the supervisor of the status of his/her medical condition. The employee and supervisor should complete the claim form(s) as soon as able after medical treatment. Contact the CPAC Injury Compensation Program Administrator for specific timelines necessary for the various compensation programs. Also see [www.dol.gov](http://www.dol.gov) for Workers' Compensation information.
- d. For Workers' Compensation issues and complaints, employees may seek assistance from the CPAC Injury Compensation Program Administrator. The employee may request Union assistance with compensation claims. The Union representative shall be afforded a reasonable amount of official time to work the compensation case.
- e. The Employer will inform employees annually of their rights under FECA and the procedures to follow in the event of job-related injuries/occupational diseases.

## **ARTICLE 62**

### **SPACE ALLOCATION**

#### **Section 1. Minimum Requirements**

Each bargaining unit employee shall be allocated no less than 60 net square feet for normal workspace including furniture, equipment, and circulation area. Special consideration shall be given to employees requiring more space than normal.

#### **Section 2. Relocation**

Whenever the Employer proposes to relocate an organizational element or substantially reconfigure workspaces of bargaining unit employees, the Employer will ensure that the proposed layout complies with the minimum space allocations. In addition, the proposed layout will be furnished to the Union for comments and recommendations at the earliest possible date prior to implementation.

## **ARTICLE 63**

### **SEXUAL HARASSMENT**

The Employer's policy is to provide a work place free from sexual harassment. This policy applies to all employees. The Employer agrees to comply with 29 CFR 1604.11 governing sexual harassment.



## **ARTICLE 64**

### **COMPUTER/AUTOMATED DATA Processing EQUIPMENT USAGE**

Employees will use Government-provided computers and communication equipment for official business. Employees will only use Government approved software in accordance with applicable regulations. The Government retains the prerogative to monitor equipment use as needed to ensure compliance with applicable statutes and regulations.

## **ARTICLE 65**

### **DRESS CODE**

There shall be no official dress code. However, employees will present a neat and clean appearance.

## **ARTICLE 66**

### **PARKING**

The reserved parking spaces shall not exceed ten percent of the number of spaces available at each building. These shall include:

1. Parking slots mandated by law (handicapped).
2. All others to include official vehicles, official visitors, management officials, carpools, and couriers.

In witness Whereof the Parties Hereto have Executed this agreement on the 9<sup>th</sup> day of October 2013.

Signature page information removed per OPM guidelines.

## APPENDIX A

### References

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