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## PREAMBLE

Pursuant to the Labor-Management relations policy set forth in Title 5 USC, Chapter 71 and subject to all applicable laws and regulations, the following articles constitute an agreement by and between:

1. The American Federation of Government Employees, Local 2134, hereinafter referred to as the Union and;

2. The Rock Island Arsenal and U.S. Army Health Clinic, Rock Island Arsenal, Rock Island Illinois, hereinafter referred to as the Employer and collectively referred to as the Parties, as recognized in Case Number CH-RP-900036.

These bargaining units were consolidated on December 12, 1983 in Case Number 5-UC-00003. The certification was amended on July 31, 1990 in Case Number 5-AC-00003; on November 9, 1992 in Case Number CH-CA-20004; on August 31, 1993 in Case Number CH-CU-30019; on December 8, 1993 in Case Number CH-AC-30030; and on September 28, 1995 in Case Number CH-AC-50024.

The Parties recognize the following clarifications of the bargaining unit:

An order in Case Number CH-RP-90036, dated November 29, 1999, adding professional employees to the unit.

A letter from the Union dated January 19, 1990, in settlement of Case Number 5-CU-00003, clarifying positions in the GS-0080 series.

A memorandum, dated October 17, 1989, in settlement of Case Number 5-CU-90006, clarifying positions in the GS-0203 series.

An order in Case Number 5-CU-43 dated December 31, 1981, clarifying Criminal Investigator positions.

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

Now therefore, it is mutually agreed as follows.

**ARTICLE 1**  
**BARGAINING UNIT DEFINITION**

**Section 1.** The Union is recognized as the exclusive representative of a unit defined as:

All professional and nonprofessional general schedule (GS) employees including employees with appointments of more than 180 days, employed by the Rock Island Arsenal and the U.S. Army Health Clinic, Rock Island, Illinois.

**Section 2.** Specifically excluded from the bargaining unit are management officials, supervisors, guards, firefighters, wage grade employees, and temporary employees with appointments of less than 180 days based upon a specific, nonrecurring event, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

## ARTICLE 2 RIGHTS OF THE UNION

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

### **Section 2. Statutory Rights.**

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

b. Upon request of the employee, the Union has the right to be present at an examination of the employee by a representative of the Employer in connection with an investigation as detailed in Article 3, Section 5.

**Section 3. Negotiated Rights.** As detailed in other Articles and Sections of the agreement, the Union has the right:

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

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

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

## ARTICLE 3 RIGHTS OF THE EMPLOYEE

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

a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

b. To engage in collective bargaining with respect to conditions of employment through representatives.

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

### **Section 3.**

a. Any employee in the bargaining unit has the right to bring employment related matters of personal concern to the attention of appropriate management officials in accordance with the provisions of this Agreement, and the law.

b. Any employee in the unit has the right to initiate and present grievances, on official time, under the provisions of Article 10 of this Agreement, and to be represented by the Union during and through the course of the negotiated grievance procedure.

c. The employee in the unit shall be protected in the exercise of this right, freely and without fear of penalty or reprisal.

d. The rights of the Union under the provisions of this Agreement shall not be construed to preclude an employee from being represented by an attorney or other representatives, other than the Union, of the employee's own choosing in any grievance or appeal action, except those filed under the negotiated grievance procedure.

### **Section 4.**

a. The Employer affirms the right of an employee to conduct their own private life as they deems fit. Employees shall not engage in activities, which adversely affect their job performance or conflict with the Department of the Army Joint Ethics Regulations.

b. Employee participation in fund-raising campaigns, community social programs, savings bond campaigns, and similar activities shall be on a strictly voluntary basis. The Parties agree that no overt or covert pressures shall be brought to bear upon the employees regarding their contribution or participation.

**Section 5.**

a. The employee has the right to be represented by the Union during any examination by a representative of the Employer in connection with an investigation if:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and

(2) the employee requests representation.

b. The Employer shall annually inform its employees of their rights.

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

**Section 7.** The employee has a right to be provided a copy of any personal official record maintained by the Employer upon request of the employee, at no cost to the employee, provided requests are not excessively repetitive.

**Section 8.** Counseling and warning sessions involving unit employees will be conducted in a professional manner and conducted in private.

**Section 9.** It is the policy of the Employer that all employees will be treated fairly and equitably in all aspects.

## ARTICLE 4

### RIGHTS OF THE EMPLOYER

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

a. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.

c. With respect to filling positions, to make selections for appointments from:

(1) Among properly ranked and certified candidates for promotion, or

(2) Any other appropriate source.

d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

**Section 2.** Nothing in this section shall preclude the Employer and the Union from negotiating with respect to:

a. At the election of the Employer, on numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which the Employer will observe in exercising any authority under Section 7106, 5 U.S.C. Chapter 71.

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106, 5 U.S.C. Chapter 71 by the Employer.

**Section 3.** Nothing in this agreement shall be construed as imposing an obligation upon the Employer to negotiate on matters such as those specified in Section 2a above.

## ARTICLE 5 UNION REPRESENTATION

### **Section 1. Recognition.**

a. The Employer agrees to recognize the officers, chief steward and stewards of the Union. The Employer also recognizes Union members on joint Union-Management committees.

b. The Union shall provide the Civilian Personnel Advisory Center (CPAC) in writing and shall maintain on a current basis, a complete list of all authorized officers, chief steward, stewards, and designated committee members and the designation of the group of employees or area each is organizationally assigned to represent. A copy of the Union's written list of representatives will be transmitted by the Employer to appropriate supervisors.

c. The Union agrees to notify the CPAC and inform management of the assignment of, or changes to the area of responsibility of any Union officer, chief steward, steward, or designated committee member, prior to effective date of said change.

### **Section 2. Stewards.**

a. The number of stewards shall be the number reasonably required in order to assure that each employee in the bargaining unit shall have ready access to a steward on their work shift and work location. The Parties agree to meet and discuss any concerns over the number of stewards.

b. The stewards should be organizationally assigned to one of the areas for which they have representational responsibility and normally, no other steward shall represent that group of employees.

c. Normally, no more than one (1) steward may be designated from a division; exceptions will be discussed with the Employer.

d. In the absence of a steward from the Rock Island Arsenal, the chief steward shall normally serve as a substitute steward. Exceptions shall be identified to the CPAC.

e. Employees will use the steward designated by the Union to represent them.

**Section 3. Committees.** The Parties will appoint their own representatives to any mutually agreed upon committee. Normally, the union representative will be one of the officers or the chief steward.

### **Section 4. Tour of Duty.**

a. The Employer shall not permanently reassign any Union officer or chief steward from their present position without prior discussion with the Union.

b. The president, vice president, secretary, treasurer, and chief steward shall work the day shift during their term of office, unless mission requirements preclude such assignment.

c. Normally, all stewards shall remain on the shift they are designated to represent. Exceptions will be discussed with the Union president or designated representative.

**Section 5. Use of Official Time.**

a. The conduct of representational business shall normally be conducted during duty hours. The Union agrees that their representatives will recognize their responsibility as Government employees and shall conduct representational business with as much dispatch as possible.

b. For the purposes of this agreement, reasonable amounts of duty time shall be defined in the following manner:

(1) The Union President shall be granted 100% official time. A block of time, not to exceed 160 hours per month, shall be allotted to the Union for the conduct of representational business by the vice-president, chief steward and treasurer. Such time shall be inclusive of all time spent on representational business for all officers named above, excluding time authorized for training under Section 10 below. On any anniversary of this agreement, should either Party find that the amount of time shown here does not meet their needs, the Parties agree to meet and discuss any requested adjustments. Any unresolved issue will be referred to Article 9 for resolution.

(a) It is recognized by both Parties that Union participation may be required on management originated committees and/or panels where the use of representational time may not be appropriate. The Parties agree to meet and discuss any concerns dealing with the use of such time at the request of either Party.

(b) In order to facilitate communications with the bargaining unit and management, the Union agrees that the Union office will normally be staffed by the President, Vice President, or Chief Steward. For situations where all of these three will not be available for less than two consecutive days, the Union will appoint one member to service the union's clientele. For absences greater than two (2) consecutive days, it will be the responsibility of the President or Vice President to notify CPAC of the representative designated as Acting President. Such designee shall charge all hours against this block of time identified in 5b(1).

(c) The Union shall be responsible for managing the use of the allotted hours on a monthly basis. There shall be no carry over of hours from month to month.

(d) The Parties agree to meet and discuss the need for additional hours for representational business on an as needed basis for unusual circumstances (i.e., Reductions in Force, reorganizations, etc.)

(e) The Union shall notify the CPAC of the tour of duty to be followed by the president, vice president, and chief steward. Any changes to the tour of duty will be provided to the CPAC in advance.

(2) Union members designated to participate in joint Union-Management committees as recognized within this Article shall be allowed official duty time to participate in all scheduled meetings of their respective committees if otherwise in a duty status. The Employer may adjust the shifts of committee members to attend meetings.

(3) Stewards may use reasonable time to conduct representational business, normally, within their assigned areas. In the event that the use of duty time exceeds the reasonable definitions agreed to above or is interfering with the representatives' proper performance of official duties, the immediate supervisor and the representative(s) of the CPAC will objectively discuss the matter with the Union president and chief steward to seek a satisfactory resolution.

c. The Union will inform the CPAC of the need to conduct representational business off the Employer's premises prior to the conduct of such business.

d. Union officers, chief steward, stewards, and bona fide committee members must obtain permission from the supervisor prior to engaging in representational business during duty hours. Such permission shall be granted provided:

(1) The representative shall inform the supervisor of the destination, estimated time required and general nature of business to be conducted.

(2) When the needs of the work situation dictate, the supervisor may defer approval of duty time for representational business until the representative can be released. It is agreed that such release shall be granted as soon as the work situation permits.

(3) Each officer, chief steward, steward and bona fide committee member shall record all time spent on Union representational business using the Employer's labor reporting system.

(4) When leaving the work area for representational business, the union officers, chief steward, stewards and bona fide committee members will as a courtesy inform co-workers of the estimated time they will be on official business.

e. Stewards shall be responsible for scheduling appointments, through the supervisor of the employee to be visited, prior to seeking release for representational business.

f. Normally, except in emergencies, request for the use of official duty time while the representative is in an overtime duty status will be deferred until the next regular duty day.

## **Section 6. Representational Activities.**

a. In the interest of efficient conduct of Government business and the economical use of Government time, representational time shall be defined as that time otherwise encompassed during normal duty hours, but not limited to the following activities:

(1) Meetings called by management.

(2) Discussions with management officials concerning grievances, personnel policies, practices and working conditions.

(3) Representing employees in investigating and presenting grievances, arbitrations and/or ULPs.

(4) Representing employees in adverse action proceedings.

(5) Meetings requested by the Union to discuss representational matters covered by this agreement.

(6) Representing unit employees in statutory appeal (i.e., MSPB) and grievance procedures, which pertain to conditions of employment.

(7) Attendance at workshops or seminars for training which has been determined to be mutually beneficial.

(8) Preparation for representational business.

b. Activities specifically excluded from use of representational time include, but are not limited to:

(1) Election of officers and/or stewards, inclusive of all related activities, campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, etc.

(2) Preparation and distribution of any internal bulletin or newspaper.

(3) Preparation and distribution of any literature soliciting membership.

(4) Soliciting signatures on dues withholding authorization forms.

(5) All intra- and inter- Union meetings.

(6) All organizing activities.

(7) Interviewing potential Union officers, stewards, and employees.

**Section 7. Non-employee Representatives.** The Employer agrees that non-employee representatives of the Union shall be admitted to the bargaining unit area, upon request to the Employer (CPAC). The Union agrees to state the purpose of the visit, date, and expected length of the visit. Such visit shall be governed by appropriate regulations. Non-employee representatives of the union will be required to observe all of the Employer's security and safety rules and regulations including badging.

**Section 8. Policy.** The Union recognizes that the CPAC is the normal channel through which inquiries shall be made or through which appointments will be made for matters which cannot be resolved using appropriate supervisory channels. Such requests for meetings shall not be used to substitute for the grievance procedure. Such requests may be made by phone, orally, or in writing. All such requests shall be acted on by the CPAC in an expeditious manner.

**Section 9. Representational Rights.** Union representatives may engage in authorized activities without interference, restraint, coercion, or reprisal of any kind.

**Section 10. Representing Employee Organizations/Training.** Administrative leave may be granted to Union officers and/or representatives, who have been designated in writing in accordance with the provisions of this Article, to attend Union-sponsored training when the Parties agree the training is of mutual concern to the Employer.

**Section 11. Use of Facilities.**

a. The Employer agrees to authorize the use of office space, as available, to the Union at a charge not to exceed the established rate for utilities and services for like property, located at RIA. The office will be cleaned by the Employer's janitorial service, subject to the Union providing accessibility to the Employer on a five day a week basis.

b. The Union office will be for the transaction of bargaining unit representational business and shall be limited to the time required to conduct such business.

c. The Employer agrees to make available to the Union office furniture and equipment, if surplus to the needs of the Employer, for use in the Union office.

d. Upon request, the Employer will provide the Union with facilities in the Training and Development Division of the CPAC, providing availability, for conducting special sessions or meetings with members of the unit as a group during off duty hours for problems of particular interest to the employees of the unit and/or such orientation as may be required. Use of the manufacturing complex's cafeteria may be made available for meetings when not in use.

**Section 12. Membership Drives.** Upon written request and subject to normal security limitations, the Union shall be granted authority to conduct a membership drive up to thirty (30) days duration each year, before and after duty hours.

**Section 13. Meetings Called by Management.** For meetings called by management, the Union may designate two (2) representatives to attend. If additional representatives are required, the Union shall notify the CPAC prior to the meeting to discuss the need for additional representatives. Disputes arising from the number of representatives will be subject to the Union-Management Grievance procedures.

## ARTICLE 6 INFORMATION TO THE UNION

**Section 1. Written Requests.** Upon written request from the Union, the Employer shall provide without charge:

- a. An alphabetical listing of all employees in the bargaining unit to include their title, series and grade, organization, and service computation date.
- b. An alphabetical listing of all unit employees by organization to include their title, series and grade, and service computation date.
- c. Employment statistics to include any minority employment statistics maintained by the Employer.
- d. An additional list may be provided based upon special circumstances such as a reduction-in-force, reorganizations, or other major personnel actions affecting the bargaining unit.
- e. One copy of the RIA Affirmative Action Plan including any subsequent additions, corrections, or updates.

**Section 2. Requests.**

a. Written and verbal requests for information will include enough information to show relevance, connection and necessity to accomplish representational duties. To avoid confusion and promote timely response, it is suggested that each request include:

- (1) Specific information needed i.e., documents, reports, forms, etc.
- (2) An explanation of the particularized need for the information.
- (3) A description of how the Union intends to use the information.

b. All requests for written information shall be in writing to the CPAC and signed by the Union president or designated representative.

c. Verbal requests for information from the Union shall be responded to with verbal replies.

**Section 3. Privacy Act.** Information shall not be released which is in conflict with the provisions of the Freedom of Information Act or the Privacy Act.

**Section 4. Access to Regulations.** To assure the Union has access to regulations, circulars, pamphlets, and other documents published by the Office of Personnel Management or the Agency, the Employer agrees to provide the Union access to the Intranet/Internet.

**Section 5. Statute Provisions.** The Parties recognize the provisions of 5 U.S.C. 7114 (b) (4) to furnish the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data –

- a. Which is normally maintained by the Agency in the regular course of business.
- b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- c. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

**Section 6. Data Format.** All data will be provided in printed form and/or electronic format when available.

**ARTICLE 7**  
**BULLETIN BOARDS AND UNION LITERATURE**

**Section 1.** The Employer agrees, at a minimum, to provide a space sufficient for four (4) letter-sized postings on the unofficial section of each bulletin board located in the bargaining unit. The management official of the work area in which the board is located will determine the particular location on each bulletin board.

**Section 2.** The Union shall maintain bulletin boards in good order and shall be responsible for all material posted. Only authorized Union officials will be allowed to post or remove items from the allotted portion of the Employer's bulletin board. All Union postings shall be identified as "Official Union Posting" either by content or identifying stamp.

**Section 3.** The Union and the Employer agree that the maintenance and posting of union literature shall be accomplished during official duty time for the representatives of the Union. However, the distribution of union literature shall be accomplished outside working hours by representatives of the Union. Upon written request and subject to normal security limitations, the Union shall be granted a reasonable number of desk drops.

**Section 4.** The Union agrees to furnish the Employer (CPAC) five (5) copies of all material to be distributed and posted.

**Section 5.** The Union agrees that material they post shall not be libelous and/or scurrilous.

## ARTICLE 8

### VOLUNTARY ALLOTMENT OF UNION DUES

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

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

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

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

#### **Section 4. Amount.**

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

#### **Section 5. Termination of Dues Allotment.**

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

- (1) Loss of exclusive recognition by the unit;
- (2) Suspension or termination of the Agreement providing for dues withholding by an appropriate authority outside DOD;

(3) Suspension or expulsion of the employee from the Union;

(4) Move or reassignment of the employee to an organizational segment for which the Union has not been determined to be eligible for exclusive recognition. The employee will be responsible for notifying the Customer Service Representative of the Employer when such move or reassignment takes place.

b. An employee's allotment for the deduction of Union dues may also be terminated by the employee's submission to the Customer Service Representative of a Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. A termination of allotment under this paragraph will be effective with the first full pay period following either 26 pay periods from the date the dues assignment was affected (received by Employer's Payroll Office) or 1 September, whichever is later. The revocation must be received prior to such date. Upon receipt of any such SF-1188 by the Customer Service Representative, the Employer will transmit the duplicate of such form to the designated Union official.

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

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

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

a. A check drawn on the Treasury of the United States and made payable to the Union in the amount equal to the total of all allotment deductions made, less monies paid to employees as a result of improper dues deduction.

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

**Section 7. Dues Information for Members.**

a. The Union recognizes its obligation to inform and educate its members on the program for allotments for payment of dues, and the uses and availability of the required form. The Union is also responsible for procuring and distributing the prescribed allotment form (SF-1187) and for certifying as to the amount of its dues.

b. The Employer, through the Customer Service Representative, agrees to maintain a supply of the prescribed form (SF-1188) for use in revoking an allotment and to make this form available to employees upon request.

## ARTICLE 9

### MID-TERM NEGOTIATIONS

**Section 1.** The procedures of this article will be utilized by the Parties in negotiating, as appropriate under the provision of the statute, on changes to rules, regulations, policies, SOPs or practices, which affect the working conditions of unit employees.

**Section 2.** The Employer will, as required by statute, provide the Union with advance notice prior to the implementation of any rule, regulation, policy, SOPs or practice, which has an effect on the working conditions of bargaining unit employees.

**Section 3.** The CPAC will notify the Union of any proposed changes. All notifications under this article will be made to the Union President or their designated representative.

**Section 4.** Normally, the Employer will provide the Union with advanced written notice of not less than five (5) workdays prior to any proposed implementation of a new, or proposed change to existing rules, regulations, circulars, pamphlets, or any formally documented policies. The CPAC will provide the Union with a copy of the proposed document(s). The Union will initial receipt of the proposal and;

a. If the Union requires additional information or an explanation of the proposed document, the Union will make a written request to the CPAC for further information or to meet with the proponent of the proposal. Such requests for information or meetings will normally be responded to within five (5) workdays after the request is received. If after reviewing the requested information or discussions with the proponent, the proposal is unacceptable the Union will submit a written request for negotiations to the CPAC within ten (10) workdays.

b. If the Union does not wish additional information or care to meet with the proponent, and the proposal is not acceptable, the Union will submit a written request to negotiate within the five (5) workday time frame.

c. Within one week following receipt of the Union's request to negotiate, the Parties will meet to determine a mutually satisfactory time to begin mid-term negotiations under the provisions of this article. The Union will provide the Employer with a copy of the specific counterproposal no less than two (2) workdays prior to the scheduled meeting time. In the event the Parties elect to use an interest-based process no specific counterproposal will be required prior to the meeting.

**Section 5.** The Employer will, to the maximum extent practicable, provide the Union with advance oral notice of not less than five (5) workdays of any new or changes to, working conditions which are not formally documented.

a. If there are questions concerning the proposal, which cannot be addressed by the management official(s) in attendance, the meeting shall be adjourned. The Parties will meet again within five (5) workdays for the purpose of having management respond to the Union's questions. After being provided with a response to questions, the Union shall have five (5) workdays to submit a written request for negotiations.

b. If the proposal is understood, but the Union desires to further consider their response, the discussion shall be adjourned and the Union provided five (5) workdays to either acknowledge acceptance of the proposal or submit a written request for negotiations.

c. Within one week following receipt of the Union's request to negotiate, the Parties will meet to determine a mutually satisfactory time to begin mid-term negotiations under the provisions of this article. The Union will provide the Employer with a copy of the specific counterproposal no less than two (2) workdays prior to the scheduled meeting time. In the event the Parties elect to use an interest-based process no specific counterproposal will be required prior to the meeting.

#### **Section 6.**

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

b. Extensions may be granted, providing mutually agreed upon by both Parties.

#### **Section 7.** For all mid-term negotiations the following procedures will apply:

a. The negotiating committees shall have no more than three (3) members.

b. Time spent in mid-term negotiation by the Union negotiating committee members shall be considered official duty time to the extent they are otherwise in a duty status. Employees serving on the Union negotiating team working other shifts may request an adjustment to their schedule so as to be on official time for the negotiations. The Union will coordinate the release of their designated negotiating team with the CPAC.

c. If, following good faith negotiations, either Party determines that a dispute has developed, that Party shall notify the other Party in writing. Either Party shall have ten (10) workdays upon the receipt of such notification to request the services of the Federal Mediation and Conciliation Service (FMCS). If the Union does not request the services of the FMCS, or the services of the FMCS do not result in an agreement, the Employer may unilaterally implement the proposed change. This shall not preclude either Party from seeking the services of the Federal Services Impasse Panel (FSIP). (The Parties recognize that the services of the FSIP may require the Employer to add to, amend or delete the implemented change.) The Employer agrees that those changes, which impact only the bargaining unit or section thereof, for which there is no urgency, will not be implemented until any resulting impasses have been resolved. Nothing in this section shall preclude either Party from exercising any other rights under the Statute.

d. The Parties will formalize their agreements through memoranda of understanding, or other appropriate documents that will constitute an amendment to the agreement and will be binding on the Parties with the same force and effect as other provisions of the agreement.

**Section 8.** No agreements between the Union and individual supervisors, or the Employer and individual stewards shall be made which either expand or limit the provisions of this negotiated agreement. Any expansion, limitation, or deviation of this agreement must be mutually agreed to by the Union/Management Negotiating Committees and signed by the Union president and Labor Relations Officer or their designated representatives.

## ARTICLE 10 EMPLOYEE GRIEVANCE PROCEDURE

### **Section 1. Scope of the Grievance Procedure.**

a. The purpose of this article is to provide for the mutually satisfactory settlement of employee grievances including the interpretation or application of this agreement. This procedure shall be the exclusive method available to the employees in the bargaining unit when processing grievances on working conditions, supervisory relationships, discipline; including official reprimands, suspension, removals, or any other matter not specifically excluded, in Section 4 of this Article.

b. Grievances, once processed under this procedure, involving the same individual(s) and the same facts or the same incidence will not be resubmitted under this procedure or be processed under any other procedure either concurrently or sequentially. This shall not preclude an employee from processing a grievance on a second occurrence of an issue previously grieved.

**Section 2. Representation.** Employees utilizing this procedure may be represented only by the Union or may choose self-representation. Employees will be granted a reasonable amount of duty time when a Party to a grievance.

a. In the event the employee(s) chooses self-representation, the Union shall be given the opportunity to be present at formal discussions between the Employer and the employee(s) concerning the grievance. Any settlement must be consistent with the terms of this agreement.

b. Where union representation is required the steward serving the immediate location will be the steward handling the incident. In rare cases it may be necessary for the chief steward to assign a different representative to handle the incident. Notice of such assignments will be provided in advance to the grievant's supervisor. It is mutually agreed that the union may withdraw representation at any step of the grievance if the union determines that the grievance has been satisfactorily resolved.

### **Section 3. Policy.**

a. Normal day-to-day discussions between employees and supervisors are the most constructive means of developing effective work relationships. The Parties recognize the importance of solving problems at the lowest possible level. This procedure provides a means for the orderly consideration and resolution of employee complaints or grievances.

b. Any employee has the right to file a complaint or grievance as provided for by this article without interference or threat of reprisal. Thus, the filing of a grievance by an employee will not be construed as reflecting unfavorably on an employee's good standing, their performance, or on their loyalty and worth to the organization.

c. It is the responsibility of the grievant or the representative to specifically identify the article and section of the agreement, policy, or regulation violated in presenting a grievance and to identify the remedial action sought.

d. Employees who are detailed away from their cost center of record will initiate all grievances with the supervisory chain taking the action which led to the grievable issue.

e. Technical grievability/arbitrability issues are those for which either Party alleges there is no obligation to address the grievance on its merits. Questions that cannot be resolved by the Parties as to whether or not a grievance is on a matter subject to the provisions of the negotiated grievance procedure shall be referred to Arbitration for decision in accordance with the procedures of Article 11.

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

a. The content of regulation or policy issuances unless the complaint alleges that the local requirements are at variance with requirements established by a higher headquarters.

b. An action terminating a temporary promotion or detail and returning the employee to the position from which they was temporarily assigned.

c. The non-adoption of suggestions, honorary awards, quality increases and time-off awards.

d. A preliminary warning or notification of an action that, if effected, would then be eligible for consideration either as a grievance or appeal.

e. The termination of temporary employees with a definite time limitation and term employees on or before the expiration date of appointment.

f. Allegations of mismanagement when no form of personal relief to the employee is appropriate. In such instances the Activity Commander may refer such matters to an Inspector General or Board of Officers for appropriate consideration as provided in AR 15-6.

g. The separation of employees during probationary or trial periods.

h. Matters of reduction-in-force.

i. Allegations of discrimination that are properly referable as EEO complaints through the agency EEO procedures.

j. Matters listed under 7121(c) of 5 USC Chapter 71:

(1) Any claimed violation of subchapter III of Chapter 73 of this title (relating to prohibited political activities);

(2) Retirement, life insurance, or health insurance;

(3) A suspension or removal under Section 7532 of this title;

(4) Any examination, certification, or appointment; or

(5) The classification of any position which does not result in the reduction in grade or pay of an employee.

- k. Exceptional performance appraisals.
- l. Furlough of thirty days or less imposed by higher authority.
- m. The non-selection for promotion from a group of properly ranked and certified candidates.
- n. FLSA claims.
- o. The release of information and record from Army files for which a statutory appeals process exists such as Freedom of Information Act (FOIA).

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

**Section 6. Grievance Form.** The Parties shall mutually agree upon a grievance form. As a minimum this form shall contain appropriate space for the following information: (1) employee's name; (2) organization; (3) grievance control number; (4) Union representative; (5) article and section of the agreement allegedly violated; (6) detailed description of the circumstances concerning the grievance; (7) the resolution desired; and (8) for each step of the procedure, the name of the management official hearing the grievance, the date received, the date the grievance meeting is held, and the date the decision is rendered.

**Section 7. Initial Processing.** All grievances must be processed to step 1 of this procedure within fifteen (15) workdays after the employee knew, or with reasonable diligence should have known, of the occurrence of the matter out of which the grievance arose. If an employee is absent from duty due to scheduled annual leave, sick leave, on TDY, the time limits will cease running until the employee's return to duty. Grievances that relate to continuing conditions may be presented at any time.

**Section 8. Time Limitations.**

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

c. Failure of the Employer to respond to a written grievance within the time limitations prescribed in each step of this procedure shall permit the grievant to refer the grievance to the next succeeding step of the procedure within five (5) workdays after the final date allowed for the Employer's response.

## **Section 9. Procedure.**

a. First Step. An employee(s) having a complaint will discuss the issue and concern with their immediate supervisor. The Parties recognize that these informal discussions provide the best opportunity for problem resolution at the lowest possible level. The employee(s) may be represented by the Union (steward) or may represent themselves.

(1) If the complaint has not been resolved within two (2) workdays from the date the employee(s) presented the complaint to the supervisor, the employee may exercise their option to invoke mediation. All such notification shall be made to the immediate supervisor who then contacts the CPAC and notifies them of the need for a mediator's services. The CPAC will then coordinate with the Union and notify the next available mediator on the list of the assignment.

(a) The mediator will contact the supervisor to set up the time for the mediation. The mediation will be held within 3 (three) workdays. The supervisor shall notify the employee and union steward of the date, time and location of the meeting.

(b) During the mediation conference, the mediator will attempt to get both Parties to explore their respective interests and concerns so that they may reach a mutually agreeable solution to the issues.

(c) The mediator will be responsible for capturing all agreements in writing and securing the signature of both Parties.

(d) In the event that the Parties are unable to resolve the issues and reach agreement the mediator will prepare a post-mediation report. The report will detail the efforts that took place and issues and interests discussed during the mediation conference. The mediator will provide copies to the manager, employee, union representative and the Director immediately following the conference but not later than 1 (one) workday.

(2) If no agreement is reached, or the employee elects not to seek mediation, the employee may advance the grievance to the next step of the procedure within 10 (ten) workdays.

### b. Second Step.

(1) The employee(s) shall place the complaint in writing on a grievance form. The grievance form must be properly prepared by the grievant prior to submission to the second step. The written complaint (grievance) will be personally submitted within ten (10) workdays from the conclusion of step one by the chief steward or steward or by the employee to the Director or their designated representative. The hearing official will be responsible for acquiring the grievance control number from the CPAC and annotating the date received, meeting date and the decision date.

(2) The grievance meeting will be held within five (5) workdays from receipt of the written grievance to attempt to resolve the grievance. The employee may be accompanied by the chief steward and/or steward. A written decision will be provided within five (5) workdays after the conclusion of the meeting.

(3) In organizations with one layer of management, the second step of the grievance procedure will be submitted to a management peer. Management peers will be maintained on a list in the CPAC. The CPAC will assign grievance assignments to management peers in rotating order.

(4) If the grievance decision is satisfactory to the grievant, no further consideration will be given the issue. If the grievance decision is not satisfactory, the employee may advance the grievance to the next step of the procedure within five (5) workdays of the second step decision.

c. Third Step.

(1) Step three grievances will be submitted to the CPAC. The CPAC will be responsible for scheduling third step grievance meetings within ten (10) workdays from receipt of the written grievance.

(2) The management negotiating committee will hear third step grievances.

(3) The employee may be accompanied by the chief steward and/or steward. A written decision will be provided within fifteen (15) workdays after the conclusion of the meeting.

(4) If the grievance is settled to the satisfaction of the employee(s), no further consideration will be given to the matter. If the grievance decision is not satisfactory, the Union may submit a formal request to the CPAC within ten (10) workdays after receipt of the final step decision that the unresolved grievance be submitted for arbitration.

**Section 10. Selection of Mediators.** Volunteers will be solicited to serve as mediators. A joint union-management panel will review the list of volunteers and select employees to serve as mediators. The Employer and Union will maintain a list of trained and certified mediators. The Parties agree their mutual interests require mediators that are trained, experienced, motivated, and up-to-date on mediation techniques. Assignment of mediators will normally be in rotation order to assure all mediators gain equal experience.

**Section 11. Union Witnesses.**

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

b. The Employer will, upon request, produce pertinent payroll and other records insofar as permissible without violating laws or regulations for the purpose of substantiating the contentions or claims of the Parties.

**Section 12. Agency Witnesses.** The Employer may call witnesses, or management representatives it deems necessary to bring about a satisfactory settlement to a complaint or grievance.

**Section 13. Adjustment of Shift.** Second and third shift employees and stewards will have their shifts adjusted as necessary on the day of grievance meetings.

**Section 14. Termination of Grievance.** A grievance may be terminated at the request of the employee initiating the grievance at any step of the grievance procedure. If an employee(s) resigns, dies, or is separated by any action other than removal before decision is reached on a grievance being processed and no compensation issue is involved, action will be stopped and all interested Parties will be notified that because of the separation, the case is being closed without decision, provided the relief sought is applicable only to the employee who initiated the grievance and will have no impact on other unit employees. A copy of this notification will be made a part of the case record. If the grievance concerns safety or has bargaining unit-wide impact the union may re-file under their provisions of Article 10-1.

**Section 15. Further Action.** It is agreed that when a grievance is settled in its entirety at any step, no further action will be taken regarding the grievance. A grievance sustained only in part may be processed further.

**Section 16. Multi-Party Grievances.** When two or more employees have grievances concerning substantially the same issue(s), the Union shall select one employee to process an individual grievance. The decision rendered on the grievance shall apply to the remaining grievants. All grievants must be identified by name at Step 1 and the grievance form must be annotated by the Union at Step 2 as a group grievance.

**Section 17. Grievances Resulting from Disciplinary Actions.** All grievances resulting from disciplinary actions will be entered at the final step of the grievance procedure.

**Section 18. Solicitation of Grievances.** Union representatives may not solicit grievances. This provision does not refer to normal contract administration conducted by stewards, e.g. overtime lists and shop roster. Safety grievances will not be considered as solicited.

**Section 19. Process Review.** The Parties agree to meet, at each anniversary of this contract, and review the provisions of this Article to assure grievance procedures continue to meet the needs of the Parties.

**ARTICLE 10-1**  
**UNION AND MANAGEMENT-INITIATED GRIEVANCE PROCEDURE**

**Section 1.**

- a. The purpose of this article is to provide for the satisfactory settlement of grievances involving application and/or interpretation of this agreement where no individual employee grievance is involved.
- b. Questions which cannot be resolved by the Parties as to whether or not a grievance is on a matter subject to the provisions of this procedure shall be referred to arbitration for decision.
- c. All grievances must be processed to Step 1 of this procedure within fifteen (15) workdays after the Union knew, or, with reasonable diligence should have known of the occurrence of the matter out of which the grievance arose.
- d. If the dispute has bargaining unit wide impact it will be introduced in the process at the second step.
- e. Grievances that relate to ongoing conditions may be presented at any time.

**Section 2.**

- a. *Step 1.* The Union will reduce the grievance to writing on the grievance form and will notify the director/office chief or their designated representative, of the organization where the grievance occurred of their desire to establish a Step 1 meeting to discuss the grievance. The meeting shall be held within three (3) workdays of the request. The director/office chief, or their designated representative, shall provide the Union with a written decision within five (5) workdays from the conclusion of the meeting. If unsatisfactory, the Union will process the grievance to the next step of the procedure.
- b. *Step 2.* Within five (5) workdays from the date of the Step 1 decision, the grievance will be submitted to the CPAC, where the date of receipt will be annotated on the grievance form. The meeting shall be held within three (3) workdays of the request with the labor relations officer or designated representative. Within five (5) workdays from the conclusion of the meeting, the Labor Relations Officer or his designated representative shall provide the Union with a written decision.
- c. *Step 3.* Within five (5) workdays from the date of the Step 2 decision, the grievance may be submitted to the CPAC, where the date of receipt will be annotated on the grievance form. The Management and Union Negotiating Committees will meet within five (5) workdays to discuss the grievance. The Union shall be provided with a written decision. If unsatisfactory, the Union may request the grievance be submitted to arbitration by so notifying the CPAC within thirty (30) workdays of the written decision.

**Section 3.** Employer initiated grievances shall be processed under the above procedure, altered to the extent that the CPAC shall initiate the procedure by notifying the Union.

# ARTICLE 11

## ARBITRATION

### **Section 1.**

a. If the Employer and the Union fail to settle any grievance/dispute arising under Articles 10 or 10-1, such grievance/dispute shall, upon written notice of the Union, be referred to arbitration. Such written notice must be served not later than ten (10) workdays following the conclusion of the last step of the grievance procedure. If several grievances reach the arbitration procedure concurrently, a separate arbitrator shall be chosen for each grievance; however, upon mutual agreement of the Parties, grievances may be combined for arbitration to reduce cost and expedite issues.

b. Prior to the arbitration hearing, the president, vice president, and/or chief steward of the Union and representatives of the CPAC may meet to discuss evidence, witnesses, joint exhibits, etc.

**Section 2.** Within five (5) workdays from the date of receipt of the arbitration request, the Parties shall meet for the purpose of endeavoring to resolve the issue giving rise to the arbitration request.

a. If agreement cannot be reached, the Parties will request the Federal Mediation and Conciliation Service to submit a list of impartial persons qualified to act as arbitrators.

b. The cost of the arbitration panel shall be alternately born by the Parties.

c. The Parties shall meet at a mutually agreed upon time after receipt of such list. If they cannot mutually agree on one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

**Section 3.** The fee and expense of the arbitrator shall be borne equally by the Employer and the Union and shall be paid for in accordance with appropriate regulations. The arbitration hearing shall be held during the regular day shift and the grievant, employee representative, and witnesses shall not incur a loss of pay or leave while participating in the proceedings, if otherwise in a duty status. Second and third shift employees and Union stewards will be reassigned to the first shift for the day(s) of the arbitration hearing.

**Section 4.** The arbitrator is requested by the Parties to render a decision as quickly as possible, but in any event no later than sixty (60) days after the conclusion of the hearings unless the Parties otherwise agree.

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

**Section 6.** In rendering a decision, the arbitrator shall have no authority to alter, amend, add to, or subtract from the terms of this agreement or any other agreement made supplementary hereto.

**Section 7.** By mutual agreement, the Parties may establish alternatives to a full hearing with post hearing briefs.

**Section 8.** Employer initiated arbitration shall be processed under the above procedure, altered to the extent that the CPAC shall initiate the procedure by notifying the Union.

**ARTICLE 12**  
**HOURS OF WORK AND BASIC WORKWEEK**

**Section 1.**

- a. Tour of duty means the hours of a day and the days of the week that constitute an employee's regular scheduled workweek.
- b. Basic workweek refers to the days of the week on which work is scheduled.
- c. Shift refers to hours of a day on which work is scheduled.
- d. The Employer agrees not to change the basic workweek of Monday through Friday without prior notification to the Union.
- e. When the Employer determines that additional shifts or tours of duty are required, the Union will be provided advance notice and given the opportunity to negotiate as appropriate.
- f. Management will endeavor to give employees as much notice as practicable when it is necessary to change their tour of duty but only when the agency would be otherwise handicapped in carrying out its mission or where costs would be substantially increased will employees be given less than one week's notice of such change.

**Section 2. Basic Tour of Duty.**

- a. Normally, the tour of duty shall consist of five (5) eight (8) hour days (5 – 8s), Monday through Friday unless a compressed work schedule (CWS) is elected.
- b. All employees must provide a written proposed tour of duty to their immediate supervisor on SMARI FORM 690-8. The proposed tour must specify the starting time, lunch break, and shift ending time.
- c. Shift starting times will be between 0600 and 0830 hours in fifteen (15) minute increments.
- d. Lunch breaks are between thirty (30) minutes and one (1) hour duration, in fifteen (15) minute increments and shall be taken between 1045 and 1300 hours daily.
- e. Shift ending times are between 1430 and 1800 hours.
- f. The supervisor will review the employee's requested tour of duty and approve it under the following guidelines:
  - (1) The requested tour of duty does not hamper or impair mission requirements.
  - (2) The requested tour of duty must be the same for all days of the workweek.

(3) In the event that more employees request the same starting time or lunch break than can be accommodated, preference will be determined by leave SCD. Ties in leave SCD will be broken by a coin toss.

(4) Supervisors will discuss the need for a different tour of duty with the employee if their requested tour of duty cannot be approved.

g. Supervisors should attempt to approve all requested tours of duty that meet the above criteria to the extent that the requested tour of duty meets mission goals and organizational objectives.

### **Section 3. Break Periods.**

a. Employees are entitled to a ten (10) minute rest break during the first and second half of their shift. Normally, such rest breaks will be taken near the midpoint of each half of the shift. The Employer shall have the right to determine when rest periods will be taken.

b. Employees who have their rest breaks or lunch break interrupted by work requirements will be permitted to take their breaks at another time during the same shift.

### **Section 4. Compressed Work Schedule (CWS).**

a. CWS is an eighty (80) hour biweekly basic work requirement which is scheduled for less than ten (10) workdays. The 5-4/9 consists of eight (8) nine (9) hour days, one (1) eight (8) hour day, and a scheduled regular day off (RDO) each pay period.

b. CWS shall be available to all elements and employees of the bargaining unit except those positions exempt due to the mission requirements as identified by the director and approved by the Commander with notification to the Union.

c. U.S. Army Health Clinic, Rock Island. Due to the customer-based mission of the Health Clinic, the clinic work schedule shall consist of five 5 - 8 hour days Monday through Friday. Should mission requirements change or the manpower requirements increase the Clinic agrees to open negotiations for potential change in work schedule.

d. Employees may elect, in accordance with the provisions contained herein, CWS, or at their option remain in a standard 5 – 8s work schedule.

e. All tours of duty will continue to be established and/or changed in conformance with the provisions of government-wide regulation or this Agreement.

f. Any employee working CWS will be required to use the amount of leave required to cover the scheduled hours on the duty day. However, in the interest of minimizing sick leave usage, the employee on CWS may request to change the scheduled RDO to replace the day the employee was incapacitated for duty, provided both days are in the same pay period.

g. Prior to the start of the administrative workweek in which a Federal holiday falls, all CWSs will be changed in the following manner:

(1) For those employees working a CWS, their CWS will be changed for that pay period only so that their scheduled eight-hour workday coincides with the scheduled federal holiday. Any resultant adjustment in an employee's schedule must be coordinated with the supervisor and take place during the same pay period.

(2) In instances where there is more than one Federal holiday in a pay period, the provisions of the above paragraph will apply to the first holiday of the pay period. The second holiday will be administered according to applicable law, rule or regulation.

h. A supervisor may direct temporary changes or adjustments to an employee's approved CWS for circumstances such as TDY assignments (employees must conform to the host activity's work schedule), training, accommodations of meetings and conferences.

i. Changes may also be made when workload requirements dictate (i.e. three-shift, around-the-clock operations where the use of CWS impairs mission execution or completion). Changes of this type must be coordinated with the Union and approved by the director prior to implementation. Every effort will be made to return employees to an approved CWS as soon as possible.

### **Section 5. CWS Procedures.**

a. Employees electing a CWS must provide a proposed schedule to their immediate supervisor in writing on SMARI FORM 690-8. The proposed schedule must specify the eight (8) nine (9) hour days the employee wants to work, the eight (8) hour day the employee wants to work and the requested RDO.

b. The supervisor will review the employee's request and approve it under the following guidelines.

(1) The requested schedule does not hamper or impair mission accomplishment.

(2) If more employees request the same CWS than can be accommodated, preference will be determined by leave service computation date (SCD). Ties in the leave SCD will be broken by a coin toss.

(3) If an employee's requested CWS cannot be approved, the supervisor will discuss the need for a different schedule with the employee.

(4) It is understood the Parties agree to be bound by existing or future memorandums of agreement concerning limitations on RDO scheduling or availability.

c. Employees may request changes to their approved work schedules three times a year. A work schedule change request must be received by management one full pay period prior to the requested change.

d. Temporary changes in CWS, covering one pay period, may be made with supervisory approval. Changes in RDOs will be permitted only for the following reasons:

(1) Mission requirements.

(2) To conserve sick leave.

(3) To accommodate holidays which fall on a RDO Friday. Employees will observe an in lieu of Holiday on the regularly scheduled workday immediately prior to the Holiday. The provision of Section 4g of this article above will control.

(4) In the event of a planned shutdown, employees who are working a CWS may elect to switch their scheduled eight (8) hour workday and/or their RDO into the period of the planned shutdown, so long as it is within the same pay period.

(5) Temporary changes on or off of CWS covering one (1) pay period may be made with supervisory approval to include but not limited to planned shutdowns and temporary changes in personal needs such as child care requirements, etc.

**Section 6. Military Leave.** For the purpose of military leave, a workday shall be defined as a standard eight (8) hour day. Therefore, during a pay period in which military leave is utilized, an employee will convert to a 5 – 8s work schedule.

**Section 7. Workday.** For the purpose of disciplinary actions, a workday will be defined as a standard eight (8) hour day. Therefore, it may be necessary to temporarily change an approved CWS to a 5 – 8s work schedule due to management's decision to suspend an employee. All suspensions will be based on an eight (8) hour workday.

**Section 8. Tour of Duty While on Temporary Assignment.** Employees who are detailed or otherwise temporarily assigned to a work location other than their permanent job of record shall have their tour of duty adjusted in the following manner.

a. Every effort will be made to accommodate the employee on the same tour of duty they work in their normal jobs.

b. In the event mission requirements necessitate the employee having to change their tour of duty, the supervisor and the employee will objectively discuss the requirements of the assigned duties and the employee's tour of duty preference and attempt to reach a mutually agreeable tour of duty. If unable to reach agreement the supervisor will assign the employee a tour of duty to support the mission requirements.

c. If it is expected that the detail or temporary assignment is to last more than 120 days the employee should complete a SMARI FORM 690-8 as required in Section 2 or 5 of this article and submit it for supervisory approval in accordance with the provisions of this agreement.

## ARTICLE 13

### OVERTIME

#### **Section 1. Policy.**

a. The opportunities for overtime assignments shall be distributed fairly and equitably to all employees in the same work group/team with the same job classification (title, series, grade) who perform essentially the same duties, insofar as the nature of the work permits and abilities of individual employees have been evidenced. Individual employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work. Refusal to work overtime when directed without justifiable reasons may result in appropriate disciplinary action.

b. The Employer agrees that overtime opportunities will not be used as a means of rewarding, showing favoritism or bias toward any employee.

c. In all cases, employees will be compensated for work performed in accordance with law.

d. Management will strive to offer fair and equitable overtime opportunities to employees in the same work group/team with the same job classification (title, series, grade) who perform essentially the same duties. However, any employee who feels they are not being offered overtime assignments in accordance with the spirit and intent of this agreement may file a grievance to raise the concerns to the appropriate management official.

**Section 2. Overtime Record-Keeping.** Managers are responsible for maintaining a record of overtime opportunities offered and worked. These records will include overtime offered to and worked by individual employees in the same work group/team with the same job classification (title, series, grade) who perform essentially the same duties. Records shall be made available for review by the work group/team employees or steward when requested. If an employee in the same work group/team, holding the same job classification (title, series, grade) who perform essentially the same duties, declines an overtime offer, their declination will be recorded as having worked the overtime for the purpose of tracking equitable overtime opportunities.

#### **Section 3. Effect of Personnel Actions.**

a. Normally, employees detailed to a cost center will be considered for overtime only in the detailed cost center and will be considered for overtime assignments IAW Section 1 of this article.

b. Employees permanently promoted or reassigned will be given fair and equitable consideration regarding overtime assignments.

**Section 4. Overtime Assignments.** It is understood that where overtime of short duration is required for special projects, work to complete these projects or work already in progress to meet required deadlines or emergencies, the employee or employees involved will be given the first opportunity for the overtime assignments.

**Section 5. Overtime Commitment.** Employees who have been properly notified and agree to work overtime IAW this agreement, but fail to work at the assigned overtime shift, must report within one-half (1/2) hour after the beginning of the shift to their supervisor, stating the reason of their inability to work their assigned overtime shift. If the employee does not call in or have a justifiable reason for not calling in, they then will be denied their turn to overtime the next time they become eligible for an overtime assignment and may be subject to disciplinary action. To accommodate infrequent tardiness of up to fifteen (15) minutes occurring on scheduled overtime shifts, managers may excuse tardiness if the reasons are adequate. However, the employee will not be paid for it.

**Section 6. Overtime – Advance Notice.** The Employer agrees to give employees as much advance notice as practicable. If possible, this notice shall be given forty-eight (48) hours (two workdays) in advance. When notice is not given 48 hours in advance and the employee refuses the overtime, and the full requirements of the overtime shift can be met, the employee will not be required to work overtime.

**Section 7. Shifts, Physicals and Injuries.** When the second or third shift employees are scheduled for mandatory physicals and treatment for on-the-job injuries at times other than their normal shift, they will be paid overtime for as long as needed to complete the physical/treatment if their shift cannot be adjusted to allow the employees to have their physical/treatment during normal duty time.

**Section 8. Compensatory Time.**

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

**Section 9. Standby Duty.** An employee will be considered on duty and time spent on standby shall be considered hours of work if:

- a. The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for their own purposes; or
- b. The employee, although not restricted to the agency's premises:
  - (1) Is restricted to their living quarters or designated post of duty;
  - (2) Has their activities substantially limited;

(3) Is required to remain in a state of readiness to perform work.

**Section 10. On-call.** An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

a. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within reasonable callback radius.

b. The employee is allowed to make arrangements such that any work that may arise during the on-call period will be performed by another person.

**Section 11. Call Back Overtime.** Employees called back on unscheduled overtime shall receive two (2) hours pay at the overtime rate regardless of the time utilized during this two (2) hour period.

## ARTICLE 14

### MERIT PROMOTION

**Section 1. Purpose.** The Employer and the Union agree that all promotions in the unit will be in accordance with the provisions of the Office of Personnel Management and Department of the Army regulations including Rock Island Arsenal Merit Promotion and Placement Plan (MPPP).

**Section 2. Selections.** Promotions shall be made on the basis of qualifications, merit, and fitness. The selecting supervisor or official shall select candidates for promotion in accordance with the spirit and intent of governing regulations outlined by higher authority.

**Section 3. Exceptions.** Placement actions accomplished without regard to competitive procedures will be in accordance with the provisions contained in the local Merit Promotion and Placement Plan. The justification for use of these provisions will be fully documented on the SF-52, Request for Personnel Action, in each case.

- a. Promotion of an incumbent resulting from the upgrading of a position without significant change in duties and responsibilities due to issuance of a new or revised classification standard or the correction of a classification error.
- b. Special consideration extended to employees demoted within Department of Defense without personal cause and not at personal request.
- c. Special consideration of employees who failed to receive proper consideration in a previous competitive promotion action.
- d. Career promotions made without new competition when the incumbent of a position was selected competitively at an earlier stage, and the intention to prepare the selectee for the grade level now being filled was made a matter of record.

**Section 4. Area of Consideration.**

- a. The area of consideration must be sufficiently broad to ensure the availability of a reasonable number of high quality candidates taking into account the nature and level of the position to be filled, merit principles, EEO affirmative action goals and objectives, and applicable regulations and requirements of this negotiated agreement.
- b. The area of consideration will be determined between the CPAC and management and will be identified in the merit promotion vacancy announcement.
- c. As a minimum, the area of consideration for internal announcements will include the directorate where the vacancy is located plus applications received by the closing date of the vacancy announcement from current permanent Department of Army employees with competitive status who are outside the minimum area of consideration (DA voluntary applicants).

## **Section 5. Methods of Locating Candidates.**

a. The appropriate type of vacancy announcement will be used to locate candidates, depending on the position to be filled. Each vacancy announcement will be open for application for a minimum of five (5) workdays, as outlined in RIAR 690-21. The announcements shall be posted on the Civilian Personnel On-Line (CPOL) web site at [www.cpol.army.mil](http://www.cpol.army.mil). Vacancy announcements will be readily accessible for review in the work area. In areas where no employee computer access is available (i.e., Child Development Center, Medical, etc.) hard copies of open announcements will be posted in a timely manner in common areas accessible to all employees.

b. Vacancy announcements will contain, at a minimum, the following:

(1) Announcement number.

(2) Opening and closing dates.

(3) Title, series, and grade of position.

(4) Brief summary of the minimum qualifications, duties of the position together with an indication of where additional information may be obtained.

(5) Selective placement factors, conditions of employment, etc.

(6) Area of consideration.

(7) Evaluation methods to be used.

(8) Location of job vacancy (major organization).

c. Candidate evaluation results of merit promotion and placement vacancy announcements may be used for 180 days following the closing date of an announcement/ issue date of the list, in order to fill similar positions that may arise within the major organization where the same highly qualifying criteria is required.

d. Employees must submit an application for each vacancy announcement for which they wish to be considered. An employee may apply for promotion, reassignment, or change to lower grade during the open period as designated on the posted vacancy announcement. Supervisors, upon written request of the employee, will file on behalf of the employee for designated vacancies announced during the employee's absence.

**Section 6. Rating Panels.** When necessary, rating panel members will be appointed by the Employer, based upon criteria contained in Department of Army and Office of Personnel Management regulations which, among other requirements, specify that members:

a. Must occupy positions equivalent to or higher in grade than the position to be filled.

b. Must have the necessary technical competence.

**Section 7. Merit Promotion and Placement Plan.** The Employer agrees to provide the Union a copy of the MPPP and any future changes. The Employer agrees to meet and confer with the Union on future revisions of the plan.

**Section 8. Test and Interviews.** Tests or interviews will normally be scheduled during duty hours. Employees shall not be required to use leave to participate in tests or interviews given under the MPPP.

**Section 9. Notification of Consideration.**

a. The Employer will notify employees of the outcome of their request for consideration as soon as practicable after their request has been evaluated.

b. Employees who believe they have been denied proper consideration may file a grievance under the negotiated grievance procedures. Such grievance will be entered in the grievance procedure at the second step, not later than ten (10) working days from the employee's receipt of the notice of consideration. Prior to the filing of any grievance, employees are encouraged to meet with appropriate officials of the Employer, i.e., representatives of the CPAC and the rating panel as appropriate, to have their rating reviewed.

**Section 10. Release of Employees.** Employees selected for another position will be released to assume the duties of the position as soon as practicable. Normally, this will occur prior to the second pay period in accordance with the Employer's regulations.

**Section 11. Re-promotion.**

a. Employees eligible for re-promotion consideration will be referred to the selecting official prior to competitive referrals.

b. In order to take full advantage of their re-promotion eligibility, employees are encouraged to apply as competitive candidates for vacancies for which they believe themselves to be qualified. Re-promotion eligible employees who are referred for competitive consideration are priority candidates and non-selection must be justified by the director.

**Section 12. Adverse Action.** The Employer agrees to make reasonable efforts to place employees, who are under notice or proposed adverse action to remove them from their position for inability to perform, into positions where they had previously exhibited satisfactory performance.

**Section 13. Details.**

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

b. Employees may be detailed to positions at the same grade, lower grade, higher grade, or to an unclassified set of duties.

c. Detail assignments that are identical to or of the same grade, series and basic duties of the employee's permanent position will not be documented by a request for personnel action (RPA).

d. Details are documented by a RPA when they involve:

- (1) assignment to a higher grade for 30 calendar days or more;
- (2) assignment of more than 120 calendar days;
- (3) assignment to different position descriptions for 30 calendar days or more;
- (4) a change to premium pay;
- (5) a change in bargaining unit status;
- (6) a change in geographic location when it results in a change to pay entitlement;
- (7) movement between Federal Labor Standards Act (FLSA) exempt and nonexempt positions;
- (8) overseas assignment which affects entitlements (hazard pay, Temporary Quarters Subsistence Expense (TQSE), etc.);
- (9) an extension to a detail originally documented on a RPA.
- (10) termination of a detail prior to the original not-to-exceed (NTE) date.

e. Details will be made in no more than one hundred twenty (120) day increments, normally up to a maximum of one (1) year. Details of more than one hundred twenty (120) days to a higher-grade position, or to a position with known promotion potential, will be made under competitive promotion procedures.

f. Employees who believe they have not been detailed or temporarily promoted in accordance with the provisions and intent of this Article may seek redress through the negotiated grievance procedure.

g. The Employer agrees to limit the use of details to unclassified set of duties to those circumstances where it is otherwise inappropriate or not in the best interest of the Agency to assign an employee to a classified position.

#### **Section 14. Temporary Promotions.**

a. A temporary promotion is a temporary assignment of an employee to a different position of higher grade for a specified period of time, and that provides promotional opportunity for permanent employees. The employee returns to his/her regular duties at the end of the assignment. The employee does receive the pay of the new position as a result of the temporary promotion. Temporary assignment to a higher grade position shall be accomplished by a temporary promotion when all of the following conditions are met:

- (1) The need for a temporary promotion replacement is expected to last more than 120 days;

(2) There are no DoD PPP candidates willing to accept temporary placement;

(3) The employee will be required to fully assume the grade-controlling duties and responsibilities of the higher grade position.

(4) The employee meets the minimum OPM qualifications standards for the position.

b. Temporary promotions will be for specified periods of time, not less than thirty (30) days. Temporary promotions of more than 120 days will be accomplished under competitive procedures. This requirement will not be circumvented by a series of short-term temporary assignments. In the event the Agency is undergoing a base closure or major draw down; (e.g., RIF) non-competitive temporary promotions and details to higher grades are authorized for a period not to exceed 179 days.

c. The area of consideration for competitive detail/temporary promotion may be narrower than for permanent placement.

d. If the area of consideration for a competitive detail/temporary promotion was narrower than required for normal permanent placement, full competitive procedures shall apply should the position later be filled on a permanent basis.

e. All individuals to be temporarily promoted competitively or non-competitively will be advised in advance of the temporary nature of the action and all conditions relating to it, including the expected duration. Also, it shall be made clear that management, at its discretion, may terminate a temporary promotion at any time sooner than the expected termination date.

### **Section 15. Information to Employees.**

a. The applicable MPPP will be made accessible to employees.

b. In addition to the above, and the information provided in vacancy announcements, employees will be provided with periodic information about the basic policies, principles and procedures of the local MPPP; about the promotion and career opportunities available to them; and about the various means available for filling vacancies.

c. Questions about the promotion program or specific promotion actions should be referred by an employee to their supervisor.

d. Information about a specific promotion action is available to any employee who has filed as a candidate, upon his written request to the CPAC.

**Section 16. Maintenance of Promotion Records.** Promotion and placement actions will be documented in an employee's Official Personnel Folder and in record files of each promotion action as specified by the Office of Personnel Management, to provide clear evidence that actions are being effected in accordance with the policy and provisions of the local MPPP; to provide the basis needed for evaluation of the program; and for answering questions that management or employees may raise about the program in general or specific promotion actions.

**Section 17. Information to the Union.** When an authorized representative of the Union requests information regarding specific promotion/placement actions the request shall be in writing. The written request shall specify whether a statistical or depersonalized form of the information is acceptable. Disclosure of information will not be made unless provisions of law governing release of information to labor organizations are met and personal and sensitive data; i.e., marital status, age, handicapped designators, etc., have first been deleted and/or the prior written consent has been obtained by the Union from the individual to whom the information requested pertains. Time required for grievants/representatives to obtain such information will be given due weight in determining need for extensions of time limits during any step of the grievance procedure. When requesting information for promotion actions, the following procedures will apply:

a. The Union will contact the servicing personnel specialist for the job vacancy in question.

b. Information considered appropriate to be released to the Union by the personnel specialist includes SF-52, Request for Personnel Action, vacancy announcements, career referral requests, application material to include knowledge skills and abilities (KSAs), OF-612, or other material identified in the applicant's qualifications and releasable by the Personnel Staffing Specialist:

<u>Information</u>	<u>Releasability</u>
(1) Request to Fill	SF-52 (Sanitized of personal information)
(2) Application Material	Documents related to the grievant (sanitized) and selectee
(3) Crediting Plan	Career program elements as available (in camera)
(4) Rating and Ranking	Documents related to the grievant and selectee Material
(5) Referral List	Complete list
(6) Selection	Same Documentation

c. For information not identified in b above, and not normally releasable to the Union by the CPAC, the Union will provide a written request to the CPAC to include a statement of the necessity and relevance of information requested to a representational matter.

d. In the event that the information is still considered non-releasable by the Employer, the Union may then notify the Employer of its intent to seek the information under the provisions of 5 USC 7114 (b).

## ARTICLE 15 SICK LEAVE

**Section 1. Policy.** Employees shall accrue sick leave in accordance with applicable laws and regulations. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties by illness or injury, or in other circumstances as set forth in Department of the Army Civilian Personnel Regulation, to include medical, dental, or optical appointments and in accordance with the requirements set forth in this Article.

### **Section 2.**

a. Reporting Requirements. Approval of sick leave shall be granted to employees when they are incapacitated for the performance of their duties by illness or injury and when they, or members of their own household, have notified their immediate supervisor if available (or the supervisor's office or designated representative), normally within two (2) hours after the beginning of their work shift. Employees shall call in daily to request sick leave unless other arrangements have been made.

b. Scheduled Appointments. Employees desiring to visit physicians, surgeons, dentists, practitioners, opticians for the purposes of securing diagnostic examinations or other treatment shall request such sick leave as far in advance as possible. Requests for sick leave shall be documented on an OPM-71.

c. Doctor's Certification. An employee may provide a written statement of the reason for illness that exceeds three (3) days but is of no more than four (4) days of continuous duration, to the supervisor in lieu of a doctor's certificate. Acceptance of the employee's statement by the supervisor will be on an individual basis. All absences longer than four (4) days require the employee to furnish a medical certificate prior to return to duty.

d. Sick Leave Counseling. In the case of employees who are suspected of abuse of sick leave, management will counsel an employee in private. Except in cases of flagrant abuse, employees may be given a written notice on a standard leave restriction form only after the employee inappropriately uses sick leave after a counseling session. All counseling sessions will be annotated and removed in accordance with Article 30, Section 2. In the event of a flagrant abuse of sick leave, the employee may be given a written notice on a standard leave restriction at the time of the counseling session. The employee will be informed that a doctor's certificate must be furnished to verify any request for sick leave. The requirement will be in effect for a 90-day period. At the end of 90 days, the requirement will be extended or terminated by the supervisor based upon a review of the employee's sick leave usage. Such notification(s) will be in writing, however, the notification will not be filed in the Official Personnel Folder.

e. Sick Leave Goals. Suspected abuse will not be based solely on the number of hours used by an employee nor upon the fact that a Department of the Army goal was exceeded.

f. Exhausted Sick Leave. Employees who exhaust their sick leave and reach a zero balance may request additional absences be charged to annual leave or LWOP, or may request advance sick leave. If for any reason annual leave, LWOP or advance sick leave are not approved, the employee will be provided the specific reasons for the denial in writing.

g. Extended Absences. When it is clearly indicated by a physician or a practitioner that an employee will require an extended absence, a statement from the physician/ practitioner, attesting to the probable duration of the absence may be accepted in lieu of an OPM-71 or other medical certificate.

h. Departure from Work. The Employer agrees that when an employee leaves work based on the Health Clinic's recommendation, the employee will have approved sick leave for the remainder of that day only. If absent from duty on the following workday, the employee will call in and report the absence to the supervisor.

i. Sick Leave Advances. Advanced sick leave may be granted to employees, not to exceed 240 hours, for cases of serious disability or ailments.

j. Contagious Disease. An employee required to give care and attendance to a member of his/her immediate family who is afflicted with a contagious disease, or who would jeopardize the health of others by his presence at duty because of exposure to a contagious disease, may be granted sick leave following the provisions of Section 2.c. of this article.

k. Family Friendly Leave.

(1) Sick leave may be used to provide care for a family member as a result of a physical or mental illness; injury; pregnancy; childbirth; or medical; dental; or optical examination or treatment; or to make arrangements necessitated by the death of a family member or attend the funeral of a family member.

(2) Family member is defined as a spouse and parents thereof; children (including adopted) and their spouses; parents; brothers and sisters and their spouses; any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. This same definition is used for the Voluntary Leave Transfer Program.

(3) Sick leave may be used for any purpose, which, if the employee experienced such a condition, would justify the use of sick leave by him/herself.

(4) Full-time employees can use a total of up to 40 hours of sick leave each year for these purposes. If a full-time employee maintains a balance of at least 80 hours of sick leave, they can use an additional 64 hours to total 104 hours of sick leave. This should be pro-rated for part-time employees.

(5) Doctor's certification of an employee's absence to care for a sick family member will follow the provisions of Section 2.c. of this article.

(6) When an employee requests time off on sick leave for purposes relating to the death of a family member, the supervisor may request information concerning the relationship to the deceased, location of the funeral, dates, etc., to ascertain how much sick leave can reasonably be approved.

## ARTICLE 16 ANNUAL LEAVE

### **Section 1. Requesting, Planning and Scheduling.**

a. It is understood that management and the employees have a mutual responsibility in requesting, planning, and scheduling the use of annual leave throughout the leave year.

b. Forfeited annual leave will be restored to an employee under applicable laws and regulations. The Parties jointly encourage all employees to consider donation of annual leave through the leave donor program for leave that would otherwise be forfeited or lost.

c. The Employer agrees to maintain a reasonable leave policy and will not unreasonably restrict employees from scheduling short periods of annual leave.

d. Annual leave may be requested in any amount, in tenth of an hour increments, with the minimal amount being two-tenths of an hour.

### **Section 2. Vacations.**

a. Normally, vacations will be granted so that employees will be permitted at least two (2) consecutive weeks annual leave during the calendar year. The supervisor shall endeavor to afford each employee leave at the time the employee considers convenient and desirable. The Employer agrees not to cancel previously approved annual leave except in the most extreme circumstances. In the event the Employer is required to cancel previously approved vacations due to mission dictated reasons, it is agreed the procedure below will be followed:

(1) Prior to canceling vacations, the supervisor shall meet with impacted employee(s) to ascertain whether such cancellation will result in undue hardship or unrecoverable financial repercussions.

(2) In the event of undue hardship or unrecoverable financial repercussions, the Employer will meet and confer with the Union to consider other viable options prior to canceling previously scheduled vacations.

b. Requests for annual leave should be submitted on an OPM-71, Request for Leave form. The authorized official shall notify the employee by indicating in writing, on the submitted OPM-71, within two (2) workdays after the date the supervisor receives the request, whether the request is approved or disapproved. Written justification will be provided on the OPM-71 in the event the request is disapproved.

c. When employees' requests for specific periods of time conflict and the supervisor cannot spare the services of all requesting employees priority will be given to the earliest receipt of the request, e.g. "first come, first served."

d. When an individual employee's scheduled leave is denied, no other employee performing the same basic function(s) and working on the same projects in a similar capacity will be allowed to schedule leave for the time period until the original requester has been given the opportunity to reapply.

e. An employee may cancel and/or reschedule previously requested leave following consultation and approval by their supervisor.

**Section 3. Emergency Leave.** Normally, annual leave will be granted in any instance of unforeseen, bona fide emergency. Emergency leave is subject to final approval/disapproval by the Employer when direct discussion occurs following the employee's return to duty.

**Section 4. Advanced Leave.** Employees may be advanced annual leave in an amount up to what the employee may be expected to earn for the remainder of the current leave year. The amount of leave advanced may not exceed the amount which will accrue prior to anticipated separation or retirement.

## ARTICLE 17

### OTHER LEAVE AND ABSENCES

#### **Section 1. Bereavement Leave.**

a. In the event of a death in the immediate family, any employee covered by this agreement may be granted annual leave up to three (3) successive workdays, if requested, without loss of pay or benefits. If the employee is required to travel beyond 250 miles from the activity location, an additional day may be allowed to the three (3) days. If the employee has no annual leave or not enough to his credit, the Employer may advance annual leave to such employees holding permanent status to cover the above periods, not to exceed the amount of leave the employee would earn during the balance of the current leave year.

b. This section shall not be interpreted so as to prevent any employee from taking sick leave under circumstances where the employee meets the requirements to be authorized the use of sick leave and the request is supported by a medical certificate or the provisions of the Family Friendly Leave Act.

c. For the purposes of this section, immediate family is defined as: Parents, spouses, parents thereof; children including adopted children and spouses thereof; brothers and sisters and spouses thereof; and any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

#### **Section 2. Court Leave.**

a. Court leave is the authorized absence from work status without charge to leave or loss of pay, of an employee for jury duty, or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of a state or local government or on behalf of a private Party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a Party.

b. The following work or leave status applies:

(1) When an employee is summoned as a witness in a judicial proceeding to testify in an unofficial capacity on behalf of a state or local government, the employee shall be entitled to court leave during the time absent as a witness, including reasonable travel time to and from the site of the appearance. Sufficient cleanup time will be given to employees on duty prior to court appearances.

(2) When summoned or assigned by the Employer in an official capacity on behalf of the U.S. Government, an employee shall be on official duty status, as distinguished from a leave status, and entitled to regular pay.

(3) When an employee is summoned or assigned by the Employer to testify in his official capacity or to produce official records at a judicial proceeding, the employee shall be in an official duty status, as distinguished from a leave status, and entitled to regular pay.

(4) If an employee must go to court on his or her own behalf or as a witness in a proceeding in which a government is not a Party, they will be charged annual leave or leave without pay.

c. When an employee is summoned as either a witness or juror, the employee shall be required to present such court orders, subpoena, or summons, if one is issued, to his supervisor as far in advance as possible.

d. Upon return to duty, the employee will provide the supervisor with written evidence of attendance at court, showing the dates and hours, if possible.

e. If an employee is excused or released by the court for any day or a substantial portion of a day (two hours or more), the employee is expected to return to duty, provided the return would not cause the employee hardship because of the distance from home, duty station, and the court. Employees so excused or released shall contact their supervisor for a determination. Failure to return to duty when directed may result in a charge to annual leave, leave without pay, or absence without leave.

### **Section 3. Leave Without Pay.**

a. Employees shall be granted or denied leaves of absence without pay in accordance with applicable laws and regulations. Normally, such leave of absence without pay shall not exceed a period of one year for each application.

b. The Employer agrees that the Union's designation of employee members to serve as elected or appointed representatives or delegates to a Union office or any Union activity is justification for requesting a leave of absence. Upon written request to the Employer, by the Union, such employee will be granted leave without pay.

c. The Employer recognizes the obligation to provide employment within the classification the employee held upon request for leave or to any change in classification through reduction-in-force action or reclassification of the job and in the current pay status of such classification at the time the employee returns to work, provided the employee returns to work no later than at the end of the leave period.

d. The Employer also recognizes the bumping and retreating rights of an employee on approved leave of absence without pay in situations where the employee's status has been affected by reduction-in-force action during his leave of absence.

e. Employees in approved leave of absence without pay status shall accrue all rights and privileges with respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health and Benefits Program, in accordance with appropriate regulations.

f. If an employee requests leave without pay in conjunction with a holiday, in order to receive holiday pay, an employee must be in a pay status either the last hour of the day preceding the holiday or the first hour of the day after the holiday.

**Section 4. Group Dismissals.** In the event the Employer decides administrative leave is in order, employees may be excused without charge to leave or loss of pay as authorized by regulations.

## **Section 5. Blood Leave.**

a. DoD employees are encouraged to serve as blood donors and may be excused from work without charge to leave for the time necessary to donate blood, for recuperation following blood donation, and for necessary travel to and from the donation site. All requests to donate blood are subject to supervisor approval based upon such things as the number of employees already approved for leave on the date in question, as well as, workload and mission requirements.

b. The maximum administrative leave will not exceed four (4) hours, except in unusual cases. When the employee must travel a long distance, or when unusual need for recuperation occurs, up to an additional four (4) hours may be authorized. Individual employees may be excused from work to donate blood under this provision in accordance with the following schedule:

(1) No more than four (4) times a year.

(2) The limits above will not apply to employees who are donating blood to be used later for their own personal use, or for the use of their immediate family, provided the employee is able to provide acceptable evidence that the donation is for the uses identified above.

c. Requests for leave to donate blood will be submitted to the supervisor on an OPM-71. The employee's scheduled donation time will be annotated on the OPM-71 prior to presentation to the supervisor. As in the administration of other types of leave, the employee's self-certification will be the only requirement unless there is sufficient evidence demonstrated that the individual employee has abused the privilege. On the first instance, abuse of blood leave will result in a private counseling by management and may precipitate the need for the employee to acquire certification from the blood collection organization for one (1) calendar year when donating. If the blood donation was not completed, the administrative leave will be granted only the length of time necessary for the employee to return immediately to work: upon return to work, if the OPM-71 was required for the blood donation, the OPM-71 will be provided to the supervisor.

## **Section 6. Tardiness.**

a. Employees are expected to be at their assigned work area, prepared to begin work and/or receive work instruction at the scheduled shift start time.

b. Tardiness up to 5 minutes may be excused by the supervisor if the reason appears to be adequate.

c. Tardiness up to 15 minutes may be compensated for during the lunch period or at the end of the shift, may be charged to annual leave or leave without pay at the employee's request or if appropriate, may be charged to absent without leave.

d. Tardiness up to 30 minutes due to extremely bad weather, delays resulting from severe traffic tie-ups, the opening of the Government bridge or other contingencies may be excused.

e. Chronically tardy employees will be counseled and the counseling shall be recorded in pencil on the Employee Record Card. Upon additional instances of tardiness, employees who have been counseled for tardiness may be charged with unexcused tardiness, which will result in a charge of absent without leave and may be subject to possible disciplinary action.

f. Excused tardiness will neither be subjected to disciplinary action in and of itself nor will it be used to enhance disciplinary action for other reasons.

### **Section 7. Family and Medical Leave.**

a. Employees are entitled to 12 workweeks of unpaid leave during any 12-month period for: the birth and/or care of a child; the placement of child with the employee for adoption or foster care; the care of a spouse, child or parent of the employee who has a serious health condition; or a serious health condition of the employee that makes the employee unable to perform the essential functions of their position.

b. Under certain conditions, Family and Medical Leave may be taken intermittently, or the employee may work under a schedule that is reduced by the number of hours of leave taken as Family and Medical Leave. An employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under the Family and Medical Leave Act, but management may not require that this be done.

**Section 8. Bone Marrow or Organ Donor.** Employees may be granted up to seven (7) days of paid leave (administrative leave) each calendar year to serve as a bone marrow or organ donor. Excused time off may be used for testing and medical appointments that are required prior to the actual donation procedure. Employee agrees to provide appropriate doctor's certification.

**Section 9. Adoption.** Employees may use sick leave for appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed. Sick leave may also be granted for any periods during which an adoptive parent is ordered or required by the adoption agency or by a court to be absent from work to care for the adopted child. If sick leave is requested for the purpose of fulfilling a requirement to stay home with the child after the adoption, the employee(s) will be required to provide verification of the requirement by the appropriate authority; i.e., adoption agency or court. If during the adoption process the employee is required to be absent for more than 3 days of continuous duration, the employee will be required to provide verification from the appropriate authority regarding the necessity of the absence.

### **Section 10. Maternity leave.**

a. Although absence for maternity reasons primarily involves the use of sick leave, upon expiration of all sick leave credits, annual leave may be granted to the extent available. If combined sick and annual leave credits are insufficient to cover the full period of absence, leave without pay may also be granted, unless the employee has resigned. When pregnancy has been determined, the employee will report to the U.S. Army Health Clinic in order to receive proper medical supervision.

b. Absence for maternity reasons will be established on an individual basis, recognizing the physical capability of the employee to perform the duties of the job without specific regard to gestation and postpartum duration, and in consideration of the advice and guidance of the employee's personal physician. The employee and her personal physician shall be responsible for establishing a specific date to begin leave and to return to work after delivery.

c. No pregnant employee will be permitted to work when it is established by competent medical authority that such work would not be in the best interest of the employee or of the Federal Government and would be injurious to the employee's health. Final determination in this respect is the responsibility of the U. S. Army Health Clinic Post Surgeon at Rock Island Arsenal.

d. Annual leave may be granted to the father for such events as the day of delivery, hospital confinement, and three (3) workdays after release from the hospital. Request to use such annual leave shall be made to the supervisor with as much advance notice as practicable.

**Section 11. Medical Examinations.** Employee medical examinations and vaccinations required by the Employer during normal duty hours will not result in loss of pay or leave for the period of time required for the examination or vaccination. Supervisors will refer questions concerning an employee's medical condition to the U.S. Army Health Clinic.

**Section 12. Weather and Road Conditions.** When the Employer closes the installation, an announcement of closing will be made. When the installation is closed and employees are required to remain at their workstations, they shall be compensated in accordance with applicable regulations.

**Section 13. Voting.** Employees scheduled to work on any election day and who are eligible to vote in such an election, may be excused without charge to leave or loss of pay as follows

a. As a general rule, where the polls are not open at least 3 hours either before or after an employee's regular hours of work, he or she may be granted an amount of administrative leave which will permit him or her to report for work 3 hours after polls open, or leave work 3 hours before polls close, whichever requires the lesser amount of time.

b. Employee's request will be made no later than the Friday preceding election day and directed to his or her immediate supervisor so that he or she can make appropriate plans to reschedule his or her workload.

## ARTICLE 18 HOLIDAYS

### **Section 1.**

a. Any employee whose services are not required by the Employer on any holiday established by Federal statute or Executive Order may be excused from duty for that day without charge to leave, and those excused will be entitled to holiday benefits in accordance with appropriate regulations.

b. The Employer agrees that work performed on holidays will be kept to a minimum insofar as consistent with efficiency and operating needs as determined by the Employer. Work performed on holidays shall be paid for pursuant to the pay regulations from which the installation has no authority to deviate. In order to be paid for a holiday, employees must be in a pay status either the last hour of the last regularly scheduled workday preceding the holiday or the first hour of the first regularly scheduled workday after the holiday.

**Section 2.** Any employee having sufficient annual leave to their credit may apply for, in advance and have approved, contingent upon workload and mission requirements, annual leave for workdays occurring on the employee's birthday or a religious holiday associated with their religious convictions.

**Section 3.** For the purpose of this agreement, the Union and the Employer recognize the following days as legal holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

and any other legal holiday that may be proclaimed by Federal statute or Executive Order.

## ARTICLE 19

### REDUCTION-IN-FORCE AND TRANSFER OF FUNCTION

**Section 1. Purpose.** Reductions-in-force will be administered in accordance with applicable laws and regulations in a manner which will effect the necessary reductions in strength with a minimum of disruption to the installation and dislocation of employees. All employees affected by the RIF will be given the maximum benefit authorized by appropriate law, rule, or regulations. Whenever practicable, the Employer will attempt to achieve reductions-in-force through normal attrition.

**Section 2. Reductions.** It is the Employer's responsibility to determine when reductions in personnel will be made, what positions will be abolished, and the competitive level of the competing employees. The Employer agrees to consider input provided by the Union prior to exercising management's rights under this Article.

#### **Section 3. Union Notice.**

a. The Employer agrees to provide advance notice to the Union, to the maximum extent practicable, concerning any proposed reductions-in-force affecting bargaining unit members. The advance notice will contain as much information as possible concerning the proposed RIF.

b. A copy of the retention register for the bargaining unit will be furnished to the Union for RIF actions.

c. The Union shall be afforded the right to review necessary and relevant information used in effecting personnel actions. The Union shall be furnished a copy of all reduction-in-force notice letters given to bargaining unit members.

d. The Employer agrees to train designated Union officials on RIF procedures. The number of Union officials to be trained will be determined by discussions between the Union president and the CPAC and contingent upon the number of bargaining unit employees who are being impacted by the RIF.

**Section 4. Minimizing Impact.** The Employer agrees to consider the use of the following to minimize the impact of the RIF on bargaining unit employees:

a. Existing vacancies to the extent practicable to place employees who would otherwise be separated;

b. A freeze on hiring from all outside sources, except those necessary due to mission requirements;

c. To sponsor an out-placement program for RIF actions displacing fifty (50) or more bargaining unit employees;

d. Request all other commands and Federal agencies in the commuting area, who are not affected by the RIF to advise Rock Island Arsenal on any vacancies which may be filled by bargaining unit employees for RIFs affecting fifty (50) or more bargaining unit members.

**Section 5. Reemployment Priority.** In accordance with appropriate regulation, the Employer agrees to establish and maintain a reemployment priority list, for employees separated by reduction-in-force action. Employees will be considered for employment to positions for which they are qualified and available in accordance with applicable laws, rules, and regulations.

**Section 6. Re-promotion.** The Employer agrees to establish a re-promotion program for employees who are involuntarily changed to lower grade. In filling vacancies, the Employer will consider employees for re-promotion to positions at their former grade or intervening grades for which they qualify. Employees are encouraged to apply on vacancy announcements to maximize their opportunity for re-promotion.

**Section 7. Reorganization.** The Employer agrees to provide the Union 30 days advance notice, when possible, concerning the Employer's plans to conduct a reorganization that would directly affect fifty (50) or more bargaining unit members. Fourteen (14) days advance notice will be provided, when possible, for reorganizations that would directly affect more than ten (10) but less than fifty (50) bargaining unit members. The advance notice would provide as much information as possible concerning the numbers, grades, and location of unit employees to be affected. The Union may request to negotiate as appropriate under the provisions of this agreement.

**Section 8. Negotiation.** Nothing in this Article shall be interpreted to prevent the Union from negotiating with the Employer in accordance with applicable laws, rules, and regulations.

**Section 9. Priority Placement Program (PPP).**

a. The Employer agrees to counsel and register eligible employees in the DoD PPP immediately upon issuance of RIF letters.

b. For the purpose of this agreement, the Parties have defined eligibility for PPP participation for those employees who have received disciplinary actions as detailed below:

(1) Employees who have received a formal letter of reprimand within six (6) months prior to the date of PPP eligibility will not be allowed to register in the PPP. At the expiration of the 6-month period the employee will be permitted to register if still otherwise eligible. However, it is agreed that employees otherwise eligible for PPP registration who are under a formal letter of reprimand will have the opportunity to request that their immediate supervisor review their status. If the immediate supervisor signs a statement that necessary corrective actions have had a intended effect and the employee has demonstrated fully satisfactory conduct, the employee will be eligible for immediate registration.

(2) Employees who have been suspended for one(1) workday six (6) months prior to the date of PPP registration eligibility, will not be allowed to register in the PPP. At the expiration of the six (6) month period, the employee will be permitted to register if still otherwise eligible.

(3) Employees who have been suspended for more than one (1) and not more than ten (10) workdays one (1) year prior to the date of PPP eligibility, will not be registered in the PPP. At the expiration of the one (1) year period, the employee will be permitted to register if still otherwise eligible.

(4) Employees who have been suspended, reduced in grade or pay, or downgraded under adverse action procedures (more than 14 calendar days) or who have been suspended under disciplinary or adverse action procedures on more than one occasion three (3) years prior to the date for PPP eligibility, will not be registered in the PPP. At the expiration of the three (3) year period, the employee will be permitted to register if still otherwise eligible.

(5) Employees who are eligible to register in the PPP and are under a Performance Warning Letter (PIP), will not be registered in the PPP until such time as their performance improves to at least a success level three (3) on the appraisal of record in accordance with AR 690-400, Chapter 4302 (TAPES).

(6) Employees who are eligible to register in the PPP whose performance is less than success level three (3) will not be registered in the PPP until such time as their performance improves to at least fully successful (a success level three (3)) on the appraisal of record. However, during this period, employees will have the opportunity to request that their immediate supervisor review their status. If the immediate supervisor signs a statement that the employee has demonstrated fully satisfactory performance, the employee will be eligible for immediate registration.

(7) Employees who are under notice of proposed disciplinary or other adverse action due to conduct or performance related reasons shall not be registered in PPP until after a final decision is issued when they will be subject to the procedures outlined above. If the final decision is to not impose any discipline, the employee will be eligible for immediate registration.

#### **Section 10. Transfer of Function.**

a. The Employer shall notify the Union, as soon as practicable, after a transfer of function (TOF) determination has been made. The Employer will provide the Union with information concerning the transfer and affected employees.

b. Affected employees will be given an advance written notice of transfer 60 calendar days prior to the effective date of the transfer. A 30-day notice period is sufficient when a TOF will not result in the assignment of an employee outside the current commuting area, and it does not involve separation or reduction in grade or any other adverse action.

c. The Employer will provide employees of the bargaining unit information that explains TOF and the associated rights, privileges, benefits, etc., available to employees under applicable regulation.

**Section 11. Furlough.** In the event of a furlough initiated by the Employer, the Parties will meet if requested by the Union and negotiate over such action to the extent required by law.

## ARTICLE 20

### DISCIPLINE

**Section 1. Policy.** Disciplinary action taken will be for just cause, to promote the efficiency of the agency and in accordance with applicable regulations. All disciplinary actions will be timely. Employees are responsible for adhering to established rules, policies, regulations and laws. Any change in local rule, policy, or regulation or implementation of a new local rule, policy, or regulation to which an employee will be expected to adhere and which constitutes a change in working condition for which the Union has the right to enter into Impact and Implementation (I & I) bargaining will be presented to the Union for their consideration under the Union's right to I & I bargaining prior to implementation. Actions shall be initiated only in conjunction with violation of rule, policy, regulation or law. Disciplinary actions which allege a violation of a written rule, policy, regulation or law, shall specifically identify the document. The Union shall be advised/informed of changes in policy and regulation, which affect the administration of discipline. The administration of disciplinary action shall not be arbitrary or capricious.

### **Section 2. Procedures.**

a. Normally, in the case of proposed reprimands, the same management official who makes the proposal will issue the decision. In the case of a proposed suspension or removal, the decision will be issued by a management official(s) designated by the director (unless there is an intervening level of management between the proposing manager and the director).

b. In the event an employee is issued a proposal of disciplinary or adverse action, the employee will be made aware of and afforded all rights and entitlements due them, including the right to representation by the Union or representation of the employee's own choosing.

c. In all cases of proposed disciplinary action against an employee, an extra copy of the proposed disciplinary action will be furnished to the employee. The employee and their representative, if any, will be given the opportunity to review the documentation on which the proposed action is based. The employee has the right to reply orally and in writing, and to present affidavits or statements.

d. The employee has the right to be represented by the Union during any examination by a representative of the Employer in connection with an investigation if:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and

(2) the employee requests representation.

**Section 3. Table of Penalties.** The Employer agrees to consider the suggested table of penalties set forth by Department of the Army and Rock Island Arsenal regulations when imposing discipline. If the penalty of discipline exceeds the suggested table of penalties, the Employer shall provide the reason in the letter of proposal to the employee(s).

**Section 4. PPP Registration.** The Employer agrees to include a paragraph in all proposed disciplinary actions that will advise employees that if the charges are warranted and disciplinary action results they may be ineligible from PPP registration in future RIF procedures.

**Section 5. Grievances.** Grievances resulting from disciplinary action shall be introduced in the Employee Grievance Procedure at the third step.

**Section 6. Alternative Discipline Program.**

a. Alternative Discipline shall be defined as a program of paper discipline. Alternative Discipline Agreement documenting that the employee has been disciplined shall be placed as a permanent record in the official personnel folder (OPF). The discipline has the same force and effect as a suspension, with no loss of pay to the employee.

b. All notices of proposed disciplinary actions for 14 calendar days or less (10 workdays) will include a statement of the availability of an Alternative Discipline Program.

c. Any employee under notice of proposed disciplinary action of 14 calendar days or less, at any time prior to submitting either an oral or written reply to the proposed disciplinary action, may request Alternative Discipline. All such requests should be made in writing to the appropriate management official.

d. After the proposal has been delivered, the proposing official will be responsible for establishing a meeting with the employee, their designated representative and a representative of the CPAC to explain the Alternative Discipline Program.

e. Following the meeting, the employee shall be allowed five (5) workdays to elect Alternative Discipline or make a reply to the proposed disciplinary action under the traditional disciplinary program, in accordance with Section 8 of this article.

f. If the employee elects Alternative Discipline, the CPAC shall prepare the Alternative Discipline Agreement which must be signed by the employee, the employee's representative and the appropriate management official.

g. The Alternative Discipline Agreement signed by the employee acknowledges the employee's responsibility for their actions which resulted in the proposed disciplinary action. It is understood by all Parties that, once elected, the Alternative Discipline will become a permanent part of the employee's Official Personnel Folder and may be used to support future disciplinary actions up to and including removal from Federal Service.

h. It is understood that once the employee elects to participate in the Alternative Discipline Program the employee waives all future rights to grieve, complain, appeal or otherwise contest actions taken in relation to the proposed disciplinary action.

## **Section 7.**

a. For the purpose of this article, a disciplinary action consists of an official letter of reprimand or disciplinary action of fourteen (14) days or less which is placed in the employee's OPF.

b. In the event the employee is issued an unfavorable decision, they shall be advised that they may grieve the decision under the negotiated grievance procedure contained herein and of the time limit for filing the grievance.

c. Employees shall be given at least fifteen (15) workdays advance written notice of disciplinary action, by means of a proposal and a reasonable time (not less than five (5) workdays) in which to prepare a reply. Extensions may be granted. A reasonable amount of official duty time will be allowed for preparing a reply.

## **Section 8. Adverse Action.**

a. An adverse action is a reduction in grade or pay, removal, suspension for more than fourteen (14) calendar days, or a furlough of thirty (30) calendar days or less.

b. Employees shall be given at least thirty (30) calendar days advance written notice of any adverse action proposal and a reasonable time (not less than fifteen (15) calendar days) in which to prepare a reply. The address of the Merit System Protection Board and the phone number of the Union office shall be included in the final letter of decision.

**Section 9. Fair and Equitable.** It is the policy of the Employer that all employees will be treated fairly and equitably in all respects.

## ARTICLE 21

### PERFORMANCE STANDARDS AND APPRAISALS

**Section 1. Policy.** The performance appraisal system shall provide a fair, accurate, and objective evaluation of job performance.

- a. Employees shall receive written performance ratings based on performance standards and elements which are related to assigned duties.
- b. Employees are entitled to the element rating that most accurately describes their performance compared with the performance standard for the element.
- c. Employees are entitled to a summary rating that most accurately reflects their overall performance during the complete rating period.

**Section 2. Performance Standards.** The standards and critical elements shall be in writing and signed by the employee and the rating and approving supervisors. The employee will receive their performance plan upon implementation of said plan, or within 30 calendar days after being assigned to a new position.

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

- a. Each annual rating will include both a written appraisal and a discussion between the rating supervisor and the employee. Other discussions between the employee and the rating supervisor will be held, as needed, during the rating period to provide supervisors with data to assess work progress and to help employees to improve their performance.
- b. Rating supervisors will hold progress reviews, in private, at the mid-point of the employees' rating periods, as a minimum. Each mid-point review will be documented on the employees' counseling checklist.
- c. Employees will have a three (3) workday period to review their proposed rating and to provide written comments concerning their appraisals prior to finalizing the appraisal.
- d. The discussion between the rating supervisor and the employee will be in private and of sufficient length to allow the employee time to discuss matters of interest concerning the appraisal.
- e. Any changes made on the final appraisal will be discussed with the employee.
- f. The Employee Record Card may be reviewed by the supervisor and employee, normally at the same time as the annual appraisal of performance.

**Section 4. Individual Development Plan.** During the annual rating process the employee and supervisor will discuss the need for an individual development plan (IDP). The IDP should be documented on the appraisal form and include actions to assist the employee in improving their performance, and recommendations for on and off-the-job training, and self-development activities to prepare the employee for advancement or otherwise assist in achieving their career goals.

**Section 5. 360-Degree Performance Review.** All bargaining unit employees will be appraised using the Army's approved appraisal system (TAPES) with a 360-degree individual feedback. The implementing memorandum of agreement (MOA) for 360-degree system is attached as Appendix A.

## ARTICLE 22

### POSITION DESCRIPTIONS

**Section 1.** Each employee is entitled to a position description which accurately reflects the duties and responsibilities officially assigned to the employee. Employees will be provided a copy of their position description.

**Section 2.** The Employer is responsible for determining the classification of employees in the unit. Such determinations will be made in accordance with applicable laws, rules, and regulations. The Employer agrees to and shall conduct a continuing review of positions throughout the activity to ascertain that job titles, series codes, grade levels, and job descriptions are appropriate in accordance with above-cited regulations.

**Section 3.** Questions of fact regarding the accuracy of the employee's officially assigned position description will be addressed by the employee to the supervisor. If the issue cannot be resolved between the employee and supervisor, the issue may be pursued through management for a final decision in accordance with appropriate regulations. The Employer's decision will be considered final.

**Section 4.** An employee in the unit who alleges inequities in the classification, i.e., pay plan, grade, title, or series, shall be afforded the opportunity to meet and discuss alleged inequities with the supervisor. If the employee's concerns are not resolved, the Employer (CPAC) shall discuss with the employee position classification appeal rights. Upon request, the Employer will discuss with the employee the findings and decisions pertinent to the employee's classification appeal.

**Section 5.** In pursuing concerns regarding position descriptions and the classification of a position, the employee may be assisted by a Union representative.

**Section 6.** The Employer agrees to make available in the CPAC all pertinent data on the grade and job standards of all the employees in the unit. Upon request, the Union will be provided copies of position descriptions of unit employees and afforded the opportunity to review classification standards.

**Section 7.** The assignment of duties to employees is not limited by the contents of the job description. The inclusion of "performs other duties as assigned" means that assignments will be related to the employee's position and qualifications. However, there are situations where there might be considered unrelated duties are normally assigned, e.g., the union recognizes that it is the employee's responsibility to maintain their immediate work area (desk, table, drafting table) in a neat and orderly condition during and at the end of each workday.

## ARTICLE 23 SAFETY AND HEALTH

**Section 1. General.** The Occupational Safety and Health Program (RIAR 385-2) shall serve as the local implementation of the policies, responsibilities, and procedures required by higher authority, and Department of Labor rules and regulations, Chapter XVII of Title 29. The Employer shall make every reasonable effort to provide and maintain safe working conditions.

**Section 2. Safety and Occupational Health Council Committee.** If the Employer convenes a safety committee, the Union may designate one (1) representative to serve on the committee.

**Section 3. Posting.** The Employer shall permanently post a Department of Labor poster on official bulletin boards, informing employees of protections and obligations provided for in OSHA and Executive Order 12196.

**Section 4. Operation of Equipment.** The Employer will make every reasonable effort to assure that normally, only qualified employees, or employees in training, will be permitted or required to operate equipment or perform duties which could be self injurious or injurious to other employees.

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

**Section 6. Reporting Unsafe Practices.** In the course of performing their assigned duties, employees should be alert to unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate area which represent suspected health hazards.

- a. If an alleged unsafe or unhealthy condition is observed, employees shall report it to the immediate supervisor for resolution.
- b. If attempts to resolve the issue with the immediate supervisor are not successful, the issue will be referred to the director/office chief and the RIA Safety Office for resolution.
- c. If still unresolved to the employee's satisfaction, the issue may be submitted immediately to the third step of the negotiated grievance procedure. The Parties agree to meet in an expedited manner to resolve all safety grievances addressed under this procedure.
- d. Nothing in this section prohibits either Party from requesting assistance of RIA Safety Office at any step of this procedure.

**Section 7. Employee Injuries and Illnesses.**

- a. Employees will, if physically able, immediately report all injuries received on the job to their supervisors.

b. The supervisor shall provide the employee with a Form CA-1 for traumatic injuries or Form CA-2 for occupational diseases and shall release the employee to the U.S. Army Health Clinic or other appropriate provider for treatment. However, treatment of injured employees will not be delayed due to unavailability or lack of completion of the form.

c. Employees, temporarily unable to perform their regular assigned duties because of illness or injury, but capable of returning to or remaining in duty status, will, when possible, be detailed to work assignments compatible with their physical condition or their regularly assigned duties will be temporarily tailored to the physical limitations.

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

**Section 8. Protected Activities.** Employees will not be subject to restraint, interference, coercion, or discrimination, or reprisal by virtue of their participation in the Installation Occupational Safety and Health Program. Activities protected include the filing of reports of an unsafe or unhealthy working condition; the initiation of any proceedings under or related to this program; the exercise by such employees on their behalf, or of others, of any right afforded by OSHA and Executive Order 12196.

**Section 9. Medical Examinations.**

a. The Employer may require an employee to report for medical examination under certain circumstances, such as, to document an employee's capacity to meet physical or medical standards of the position.

b. The Employer may request medical documentation be provided by the employee:

(1) When the employee requests their physical or mental condition be evaluated in relationship to unacceptable performance, conduct, or leave problem.

(2) When the employee has made a request for change in duty status, assignment or working conditions or other benefits based on medical reasons, and the Employer determines the employee cannot act further on the request without verification of the clinical findings.

**Section 10. Health Services.**

a. The Employer shall provide the following health services, if job related, to affected employees:

(1) Immunizations necessary to safeguard the health of employees in the course of their job-related duties.

(2) A physical examination to include eyes, ears, heart, lungs, and all major organ systems.

(3) A hearing conservation program for employees in designated hazardous noise areas, to include equipment conducive to noise elimination.

(4) Appropriate health information.

(5) Periodic examinations of employees whose duties expose them to physical contaminants, radiation, excessive noise or toxic agents.

(6) Prompt medical treatment and facilities for employees who are injured or become ill on the job.

(7) Transportation for employees who become ill or are injured on the job subject to one of the following:

(a) Normally, transportation will not be provided if it is reasonably evident that the nature of the employee's illness or injury is not serious and private transportation is suitable.

(b) Ambulance service will be available should the circumstances warrant. No injured or sick employee will remain unattended while being transferred to the hospital.

(c) The Employer will provide bargaining unit employees individual protective masks and gloves where job description and formally identified duties require CPR performance.

b. The Employer agrees to consider, and whenever reasonably possible furnish, the following health services on a periodic basis for unit members requesting such services:

(1) Stop smoking clinics.

(2) CPR Training Program.

(3) AIDS Education Program.

**Section 11. Occupational Health and Safety Training.** The Employer recognizes the need for training regarding occupational health and safety to ensure employee safety, and a minimum loss of work time due to injuries. The Employer will inform all employees of safe working habits and practices appropriate to their job.

**Section 12. Union Safety Representative.** The Employer agrees to provide safety/health training to an individual designated by the Union as the Safety Officer, if it is determined by the Employer that the training is mutually beneficial.

**Section 13. Unsafe Conditions.** Conditions determined by the Employer through the Safety Director to be detrimental to health and safety will be controlled by removal of the condition, correcting the condition, or adequately protecting employees from the condition with personal protective equipment.

**Section 14. Medical Records.** The utmost effort will be made to preserve the confidentiality of personal/personnel medical records of an employee. All medical records will be restricted to persons with a BONA FIDE “need to know”.

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

**Section 16. Restrooms and Eating Area.** The Employer agrees to provide adequate toilet and washing facilities, safe, clean drinking water, and an area for eating with adequate tables and chairs as near to the work site as practicable.

## ARTICLE 24 TRAINING AND CAREER DEVELOPMENT

### **Section 1. Policy.**

a. The Parties recognize the need to maintain a workforce that is well trained, prepared and capable of mission execution for the future.

b. The Employer agrees to:

(1) provide broad-based, comprehensive training for employees.

(2) provide training fairly and equitably to all employees.

(3) consider the Union/employee comments to improve opportunities for training.

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

**Section 3. Conferences & Seminars.** Requests to attend conferences or seminars shall be administered as any other training request. Conferences attended for training purposes must have an organized, instructional program of study, with stated learning objectives to be reached by the participants.

**Section 4. Scheduling of Training.** The Employer will schedule appropriate training courses, seminars, conferences and meetings during duty hours, to the extent practicable, whenever such training is required in the performance of official duties.

**Section 5. Training Applicability.** Mandatory training will be accomplished in accordance with established policy and regulation.

**Section 6. Training Records.** Employer directed job-related training will be recorded. The employee may document training experiences by submitting an update to the official personnel folder in accordance with established policy and regulation or by resume.

**Section 7. Reimbursement Considerations.** The Employer agrees to extend reasonable consideration to the reimbursement of expenses incurred by the employee in attendance at work-related courses and which meet needs identified by the employee's supervisor to develop the employee's job competence.

a. Partial or full reimbursement, if approved, will be in accordance with existing policies and regulations.

b. A request for training should be submitted at least twenty (20) working days prior to the starting date of a short-term training course (less than 120 consecutive calendar days) unless a different date is established by policy or procedure.

c. Training will not be provided for the sole purpose of allowing the employee to obtain a degree unless required by regulation.

d. All training provided will be related to the employee's current position and will not be provided simply to enhance an employee's opportunity for advancement.

**Section 8. Government vs. Non-Government Training.** In reviewing all training requests, availability of government training will be considered prior to the pursuit of non-government training.

## ARTICLE 25 PRODUCTIVITY

**Section 1.** Technological progress and the economical use of human and other resources shall be of mutual concern to the Parties.

**Section 2.** In addition to the training provided by the Employer, the Union shall encourage unit employees to take advantage of training opportunities of a self-developmental nature to upgrade their skills, knowledge, and abilities.

**Section 3.** The Union may assist the Employer in introducing cost reduction proposals which would be in the best interest of lowering the overhead rate and improving the competitive stature of the Arsenal.

**Section 4.** The Parties share a mutual interest in the conservation of energy and natural resources.

ARTICLE 26  
ORIENTATION OF NEW EMPLOYEES

The Employer agrees that as part of their orientation, all new or rehired employees in the bargaining unit shall be informed of the Union's exclusive recognition status and introduced to a representative of the bargaining unit within 10 workdays or as early as practicable.

## ARTICLE 27

### EMPLOYEE ASSISTANCE PROGRAM

**Section 1.** Individual employee participation in the Employee Assistance Program (EAP) is voluntary. Employees are encouraged to avail themselves of the EAP programs for counseling, referral or other assistance whenever needed. Employees may seek EAP assistance for many work and home life issues such as grieving, alcohol, substance abuse, gambling, parenting, domestic issues, financial problems and others.

**Section 2.** An employee may be referred to EAP by the Employer, the Union, themselves or other employees. Employees must obtain supervisory approval prior to any work site absence while in a duty status. Employees are afforded duty time to visit the Employer's EAP office.

**Section 3.** A manager or supervisor who suspects that an employee has alcohol or another intoxicant in their system, which in the manager/supervisor's opinion could affect the performance of the employee or co-workers will request an on-site visit by an EAP counselor. The manager/supervisor with EAP input will make a determination as to whether or not an employee is fit for safe and efficient performance of official duties. If suspected of having alcohol in their system, employees will be given the option of taking a Breathalyzer test. In the event an employee is deemed to be unfit for the safe and efficient performance of official duties, the employee will be removed from official duty status and carried in an administrative leave status for the remainder of that workday. Employees in a duty status with alcohol or other intoxicating substances in their systems may be subject to appropriate disciplinary action.

**Section 4.** An employee facing disciplinary action will be offered the opportunity to request voluntary participation in an EAP coordinated assistance program and have the disciplinary action held in abeyance until successful program completion, if there is a clearly identified nexus between the identified problem and the misconduct.

a. Approval of the request for voluntary participation in an EAP coordinated assistance program shall be based upon the initial intake interview with the EAP staff as to the likelihood of successful completion. The length of the treatment program will be determined by the manager/supervisor in conjunction with the EAP staff. In cases where removal of the employee is proposed, the minimum prescribed treatment program shall be one year. In matters where conduct or performance is extreme or egregious, e.g. criminal misconduct, violent conduct, etc., the employee will not be offered the opportunity to have the action held in abeyance.

b. If the employee successfully completes the prescribed treatment program while maintaining a successful level of performance and having no further instances of misconduct during the treatment period, the disciplinary action will be rescinded. In cases of non-compliance with a treatment program, the disciplinary action will be reinstated.

c. Normally, an employee will only be approved once for an EAP coordinated assistance program with disciplinary action held in abeyance.

## ARTICLE 28 CONTRACTING OF WORK

**Section 1.** The Parties understand that decisions regarding contracting out of work and the transfer of work within the bargaining unit are areas of discretion of the Employer, in accordance with the law. Management agrees to consult, openly and fully with the Union regarding any review of work for contracting out within the bargaining unit.

**Section 2.** The Employer will inform the Union of any determination to contract out or transfer work which will result in adversely affecting employees in the unit.

**Section 3.** When employees are adversely affected by a decision to contract out or reassign work, the Employer will attempt to the extent practicable, to minimize displacement action through reassignment, retraining, restricting in-hires, and other actions that may be taken to retain unit employees.

**Section 4.** Periodic briefings will be held between the activity and the local Union to provide the Union with information pursuant to OMB Circular A-76 and this Agreement, on decisions affecting unit employees.

### **Section 5.**

a. The Employer will provide Union representatives the opportunity to participate in the development of the performance work statement (PWS). After the PWS is complete, the Union will be given the opportunity to review it. Any comments received from the Union within the agreed upon time shall be considered by management.

b. The Union representatives will be allowed to participate in management studies, preceding comparative cost analysis, to include, but not limited to, the submission of suggestions relative to the determination of the most efficient and cost effective organization for in-house performance.

c. The opportunity for the Union to comment does not restrict management's statutory authority to make decisions on contracting out.

**Section 6.** The Employer will provide the Union, in a timely manner, copies and drafts of pertinent information concerning all cost studies to the extent that the release of such information is allowable under applicable law, rule and regulation. Information to be released shall specifically include, but not be limited to:

a. The invitations for bid (IFB), request for quotation (RFQ), or request for proposal (RFP).

b. Abstract of bids.

c. Correspondence from higher authority directing the cost study.

d. Correspondence from Department of Labor regarding certification of wage rate.

e. The performance work statement.

- f. The “milestone” chart or similar document setting forth the estimated dates for the contracting out process.
- g. All changes to the performance work statement.
- h. All bidder questions and activity answers related to the performance work statement.

**Section 7.** The Union may appeal the comparative cost analysis and its result. The appeal will be made in writing through the appropriate channels established by higher agency regulation within fifteen (15) workdays after the initial decision is announced and the cost comparison and supporting documents are made available to the Union, unless an extended appeal period is approved. Specific objections of the decision and the factual basis for each decision is required.

**Section 8.** The Employer will include Union representation on the agency/installation oversight or advisory/steering group when an A-76 cost study is being conducted or an in-house bid prepared.

**Section 9.** Information will be provided to bargaining unit employees throughout the contracting out process. The Union will be given an opportunity to participate in any briefing to the workforce concerning contracting out.

**Section 10.** The Parties reserve the right to negotiate during the term of this Agreement over any contracting out matter not specifically provided for in the Article.

ARTICLE 29  
LEAVE AND EARNINGS STATEMENT

**Section 1. Statements**. Leave and Earnings Statements are considered a personal record of the employees and are not to be used for unofficial purposes.

**Section 2. Statement Distribution**. Leave and Earnings Statements are mailed directly to employees' homes. They are also available electronically at [www.dfas.mil](http://www.dfas.mil) and then click on E/MSS.

## ARTICLE 30 EMPLOYEE RECORD

**Section 1.** The Employee Record (IOC Form 1-2-E, Sept 95) will be maintained at the lowest supervisory echelon practicable. There will be only one official Employee Record Form. The Record will be kept confidential and its content only may be made available to persons having a “need to know” in the performance of official duty. The Record will serve as a convenient “mini record” of an individual’s employment at Rock Island Arsenal. An employee will, upon their request, be permitted to review their own Record and/or may designate in writing a union representative to review their IOC Form 1-2-E.

**Section 2.** At the employee’s request, the Employee Record may be reviewed by the supervisor and employee, normally at the same time as the annual appraisal of performance. The Employer agrees to remove annotations from the Record in accordance with the following schedule:

<i>Annotation</i>	<i>Time Frame</i>
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a. Counseling.	6 months
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(Removal is predicated upon no recurrence of similar infractions. Additionally, if during the 6 month period immediately following the removal of the original counseling, there is a recurrence of a similar type infraction, the original counseling will be reinstated for an additional 6 month period and may be used to support further disciplinary action).

b. Letters of Reprimand	Expiration of Letter
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c. Suspension for 14 days or less	3 years
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d. Suspension for more than 14 days	5 years
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**Section 3.** No entry adverse to the employee will be entered on the Record without notifying the employee. Counseling shall be conducted in private.

**Section 4.** If a disagreement arises between the employee and the supervisor regarding an entry on the Employee Record, the employee may file a grievance through the negotiated grievance procedure.

## ARTICLE 31 HANDICAPPED EMPLOYEES

**Section 1. Tours of Duty.** Handicapped employees shall be allowed to adjust their tours of duty by up to fifteen (15) minutes to avoid the crowded conditions in leaving the work site.

**Section 2. Reserved Parking.** Handicapped employees, as designated by the U.S. Army Health Clinic, shall be provided reserved parking spaces as close to their work sites as practicable.

**Section 3. Reasonable Accommodation.** If through illness or accident, an employee becomes handicapped, the Employer in coordination with the U.S. Army Health Clinic will consider reasonable accommodation to retain the employee in their position.

**Section 4. Illness or Injury.** Should an employee, through illness or accident no longer be able to perform the duties of their position, upon written request from the employee, the Employer shall consider other positions the employee could hold.

**Section 5. Hearing Impaired.** The Employer agrees to provide reasonable accommodations for employees with hearing impairments in accordance with applicable laws, rules, and regulations. The Parties mutually agree that hearing-impaired employees are entitled to the same representational rights offered employees by both the Employer and the Union.

- a. The Employer agrees to recognize the Union's designation of stewards to represent hearing impaired employees.
- b. The Union may designate up to two (2) individuals to act as stewards for the hearing impaired.
- c. All other provisions of this Agreement pertaining to the use of representational time will be observed by the stewards for the hearing impaired.
- d. As an accommodation, the Employer agrees, when possible, to provide interpreter services for the hearing impaired during formal meetings, training, physical exams, official events, and functions, and other employee/supervisor type meetings that are outside the normal day to day relationship (i.e., performance appraisal meetings, counseling sessions, grievances, disciplinary actions, etc).
- e. The Employer agrees to offer sign language training to Union officials or stewards when such training is available and to the extent that the Employer determines that it is necessary and in the best interest of the Parties.

**Section 6. Personal Protective Equipment.** The Employer agrees to furnish all personal protective equipment and establish all safety procedures required by law to accommodate handicapped employees in the performance of their job.

## ARTICLE 32 INCENTIVE AWARDS

**Section 1.** The Employer agrees that the Union shall have (1) representative on the Incentive Awards Committee if such committee is established. The Union's representative will participate in all deliberations and discussions with respect to the business conducted by the committee. The Union's representative shall have a vote in the final decisions/recommendations of the committee.

**Section 2.** The Employer agrees that the Incentive Awards Program will be operated in such a manner so as to assure fairness to all employees.

**Section 3.** The Employer agrees to provide advance notice to the Union prior to implementing any changes in the Incentive Awards Program.

ARTICLE 33  
PERSONNEL ACTIONS

The Employer shall apprise employees of all actions effected by Notification of Personnel Action, Standard Form 50, by furnishing a copy of the SF-50 to the affected employee.

ARTICLE 34  
PROPERTY CLEARANCE

Employees assigned to the first shift will be allowed to accomplish property clearance during their regularly scheduled tour of duty. In the case of second and third shift employees who have to accomplish property clearance, every effort will be made to accomplish this during their scheduled tour of duty.

**ARTICLE 35**  
**TRAFFIC AND PARKING**

**Section 1.** Traffic, parking and the enforcement thereof shall be in accordance with the applicable regulations.

**Section 2.** The Employer shall inform the Union prior to implementation of any significant changes to existing parking and traffic policy that has direct impact on employees in the bargaining unit.

**Section 3.** The Employer agrees to provide three (3) spaces in close proximity to the union office to the extent that parking spaces are available.

## ARTICLE 36

### TRAVEL AND GOVERNMENT TRAVEL CHARGE CARD

**Section 1. Travel.** The Parties recognize that official travel is necessary to promote and complete the mission. The Employer agrees to provide employees advanced notice of all official travel assignments to the maximum extent possible. Normally, such advance notice will be at least two weeks in advance, however, the Parties recognize that circumstances may preclude such notice, in which case employees will be notified as soon as possible. The Employer agrees to schedule travel during duty hours when possible consistent with mission accomplishment and best value financial considerations.

#### **Section 2. Government Travel Charge Card.**

a. The Government Travel Charge Card is the required method of payment to be used by all DoD personnel to pay for all costs incidental to official business travel including lodging, transportation, rental cars, meals, and other allowable reimbursable expenses. All employees required to travel as part of their official duties will maintain and utilize the Government Travel Charge Card.

b. General Services Agency (GSA) authorized exceptions include (but not limited to) vendors who don't accept the card, laundry/dry cleaning, parking, local transportation, taxi fares, tips, meals (only when use of the card is impractical, e.g., group meals, McDonalds, etc.).

c. Travelers must submit a voucher within 5 calendar days of return to permanent duty station.

#### **Section 3. Delays En-route.**

a. Employees on TDY who experience unforeseen circumstances en-route, that result in a delay in their scheduled arrival time at a destination airport until 11:00 p.m. or later, may postpone their travel until the following morning provided they are able to make reservations to continue their travel first thing the following morning.

b. Employees are responsible to cancel reservations that will not be met the evening of delay to avoid additional costs to the government for unused services.

c. The employee's decision to delay travel until the following morning should not negatively impact the mission or the TDY purpose unless unavoidable.

**Section 4. Long Distance Calls.** An employee may be reimbursed for long-distance telephone calls if authorized on TDY orders or approved on the voucher. Calls must only be to:

- a. advise of your safe arrival;
- b. inform or inquire about medical conditions;
- c. advise regarding travel itinerary changes;
- d. conduct official business.

**ARTICLE 37**  
**PUBLICIZING THE AGREEMENT**

**Section 1.** The Employer agrees to furnish hard copies of this agreement available to every bargaining unit member as expeditiously as practicable but no later than 45 calendar days after the agreement receives DoD approval.

**Section 2.** The Employer agrees that as part of their orientation, all new or rehired employees in the bargaining unit shall be informed of the Union's exclusive recognition status and introduced to a representative of the bargaining unit within 10 workdays or as early as practicable.

**Section 3.** The Employer will furnish the Union with fifty (50) master copies (8 ½ x 11) and an electronic copy. Additional copies of the agreement will be provided to the Union when requested.

**Section 4.** The Employer agrees to make the agreement available through the CPAC web page. The Union may post the agreement in an e-mail public folder.

## ARTICLE 38 CHILD CARE

**Section 1.** The Employer agrees to maintain the Child Development Center in accordance with law and regulation.

**Section 2.** The Union will be provided advance notice of any changes to the hours of center operation or child development programs.

**Section 3.** In the event of a reduction in force (RIF), transfer of function (TOF), or furlough of a bargaining unit employee, the enrollment status of their child at the Child Development Center will be affected as follows:

a. If an employee's employment is terminated either due to RIF, TOF, furlough, etc., the affected employee can elect to continue the enrollment of their child in the center for a minimum of thirty (30) days after the effective date of the termination.

b. The Parties agree that in the event of a change to the current law, rule or regulation, the Employer will consider extending enrollment during the employee's participation in any certified retraining program.

## ARTICLE 39

### ELECTRONIC COMMUNICATIONS

**Section 1. Purpose.** This article covers use of Federal Government communications systems and equipment, which include Government-owned computers, telephones, facsimile machines, electronic mail (e-mail), Internet and Intranet systems, and commercial systems where the Federal Government pays for use or access. The Parties agree that all use of such systems for other than “Official Use” shall be in accordance with the Joint Ethics Regulation and Command Policies.

**Section 2. Uses and Authorizations.** Federal Government communications systems shall be for “official use” and “authorized purposes” only.

a. “Official use” includes emergency communications and communications that the Employer determines are necessary and in the interest of the Federal Government. Upon receipt of supervisory approval, official use may be extended to employees deployed away from home for an extended period of time on official business.

b. “Authorized purposes” include incidental use of Government communications systems from the employee’s usual workplace for the following limited authorized purposes:

(1) Brief communications (including long-distance service) from an employee in an official travel status made to family members notifying them of travel schedule changes.

(2) Briefly checking in with family members.

(3) Scheduling medical, auto or home repair, or similar appointments.

(4) Making a bank transaction.

(5) Occasional short e-mails to and receipt of e-mail from relatives, friends and fellow employees. Users of the e-mail system will abstain from sending messages that could reasonably be expected to cause excessive strain, directly or indirectly, on any computing facilities or the unwarranted or unsolicited interference with the use of e-mail or an e-mail system by other individuals, e.g., animated greeting cards, video clips, photos, music, wave files, subscription services, or graphic presentations.

**Section 3. Supervisory Approval.** The employee’s supervisor must first approve, as an authorized purpose, any non-official use of Government communications systems not covered above, provided such communications:

a. Will not adversely affect the performance of official duties;

b. Is of reasonable duration and frequency and, whenever possible, made during the employee’s personal time such as after duty hours, break, or lunch periods;

c. Serve a legitimate public interest (such as keeping employees at their desks rather than requiring the use of commercial systems; educating the employee on the use of the communications system; improving morale of employees stationed for extended periods away from home; enhancing the professional skills of the employee; job-searching in response to Federal Government downsizing);

d. Do not reflect adversely on the Department of Defense (a supervisor may not approve uses involving pornography, gambling, chain letters, unofficial advertising, soliciting, selling, illegal activities, inappropriately handled classified materials, or other uses that are incompatible with public service);

e. Do not overburden the communication system (no group mailings, chain letters) and create no significant additional costs to the Government.

**Section 4. Privacy.** Any use of Government communications systems is made with the understanding that such use is generally not secure and is not anonymous. Information transmitted over an open network, such as e-mail, the Internet, telephone or fax, is accessible to anyone else on the network. Information transmitted through the Internet or by e-mail is accessible to anyone in the chain of delivery, and may be re-sent to others by anyone in the chain. Use of such systems serves as consent to monitoring of any type of use, including incidental and personal uses, whether any such uses including incidental and personal uses are authorized or unauthorized. This includes accessing the Internet, Intranet, bulletin boards, phones, faxes and/or e-mail.

**Section 5. Long-Distance Telephone Calls.** Employees who make long-distance telephone calls for other than official business, which incur an additional phone charge, must charge such calls to:

- a. A home telephone service.
- b. A toll-free number.
- c. A personal credit or calling card.
- d. The called unofficial business Party.

**Section 6. Union Use of Communications Equipment & Systems.** The Employer agrees to provide the Union with communications and computer equipment and access to Government communications systems including the Internet, Intranet, bulletin boards, and e-mail. Such equipment and systems access is provided for the conduct of representational business and discharge of their bargaining obligations in accordance with 5 USC Chapter 71 and the provisions of this agreement. Such use is considered official use of Government equipment and systems.

## ARTICLE 40

### DURATION OF AGREEMENT

**Section 1.** In accordance with 5 USC 7114(c), this agreement will be submitted to higher authority to determine compliance with applicable published laws, regulations, and policies. Where violation of laws, regulations, or published policies of higher echelon are found, higher echelon will advise the Commander, Rock Island Arsenal, of the specific violation and furnish the appropriate citation of law, regulation, policy, or decision of the central labor authority. The Parties will meet and negotiate the required changes in the agreement. Disapproval of certain portions will not prevent the rest of this agreement from becoming effective.

**Section 2.** This agreement shall remain in full force and effect for three (3) years from the date approved by higher echelon or the 31<sup>st</sup> day after execution by the Commander, whichever is earlier.

**Section 3.** The termination date of the agreement shall be considered to be 11:59 p.m. on the day prior to the anniversary of the date identified by Section 2.

#### **Section 4.**

a. Either Party may give written notice to the other, not more than one hundred five (105) days, nor less than sixty (60) days prior to the termination date of this Agreement, or any anniversary date thereof, of its intention to terminate this Agreement in its entirety, or to renegotiate this Agreement, or any part thereof. The Parties shall meet within a reasonable time [30 days] to begin negotiations.

b. The Parties agree that during the course of negotiations undertaken under the authority of (a) above, the current Agreement shall remain in full force and effect for six (6) months. If the Parties have not superseded this Agreement six (6) months from the first negotiating session, all provisions, rights, and/or benefits accrued by the Parties under this Agreement become null and void.

c. If neither Party gives timely notice in accordance with (a) above, this agreement shall be automatically renewed for one (1) additional year.

**Section 5.** It is agreed that at any time this Agreement may be reopened to modify, add, or delete clauses and articles as may be required by statutes. Either Party may give written notice to the other not more than 105, nor less than 60 days prior to the mid-point of this agreement of its intention to open mid-term negotiations for current contract articles and/or flexible workplace. In the event of mid-term negotiations, either Party may designate up to two (2) contract articles to be renegotiated. It is agreed that at the request of either Party, the issue of flexible workplace may also be reopened at this time. The Parties agree to meet at a mutually agreeable time in accordance with the provisions of the Article 9 of this agreement. Such amendment will be distributed to employees within the bargaining unit.

**Section 6.** The Parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this agreement.

**Section 7.** The Parties agree that upon the effective date of this agreement, all memorandums of understanding predating this agreement are null and void.

# APPENDIX A

MEMORANDUM OF AGREEMENT  
BETWEEN  
ROCK ISLAND ARSENAL  
And  
AFGE LOCAL 2119  
AFGE LOCAL 2134  
IBPO LOCAL 513  
IATC LOCAL 1  
IAFF Local F-292

PREAMBLE

This Memorandum of Agreement (MOA) is entered into jointly by the parties identified above for the purpose of defining the terms and conditions under which the employer shall appraise the employees of Rock Island Arsenal using the 360 feedback system. No other procedures, processes or methods of appraisal shall be used unless agreed to under the conditions set forth in this MOA.

BASIC UNDERSTANDINGS

1. It is agreed and understood by all parties to this agreement that the Total Army Performance Evaluation System (TAPES) is the only approved performance management system for Department of Army civilian employees. It is furthered agreed and understood that all elements of this agreement are in conformance with appropriate TAPES guidance.
2. In recognition of RIA's commitment to perform its mission and provide customer support through a teamed environment, the parties agree that individual input to an employee's performance evaluation is a valuable tool in assessing how well the employee is providing customer and organizational support. All Rock Island Arsenal employees will be appraised using TAPES with this 360-degree individual feedback.

DEFINITIONS

Common organizational objectives.

a. In the senior system. The 21 sub-objectives are arranged under four major objectives. The senior system consists of GS-09 thru GS-12 and non-supervisory GS-13 employees and which the approved individual will provide feedback to the rater.

b. In the base system. The sub-elements of the four responsibilities; i.e., Technical Competence, Adaptability/Initiative, Working Relationships/Communications, Responsibility/Dependability. The base system consists of all WG, WL, WD and GS-08 and below which the approved individual will provide feedback to the rater.

c. In the management rating system. The sub-objectives arranged under three major objectives, which are common to all supervisors and managers, and which the approved individuals will provide feedback to the rater.

## PARAMETERS

1. The following parameters will be used for all 360-degree peer/team member/customer input and shall be included at Appendix D, of all Self-Directed Work Team (SDWT) Charters.

a. All RIA employees will be rated using the 360 rating criteria specified for their individual rating system (Base, Senior, or Management) and contained as attachments in this MOA.

b. The rating period cutoff for all RIA employees will be as follows:

- (1) All GS-13 and above 31 July.
- (2) All senior employees 31 October.
- (3) All base system 31 January or 30 April.

c. Each employee being rated will select at least five, but no more than ten peer/team member/customers. The team manager is a mandatory rater. Employee will also do a self-evaluation. To gain the maximum benefit from the 360 rating process employees are urged to select a diverse group of raters. In all cases the mix between team members and customers shall be as equal as possible (the only exception being where the size of the team limits the number of potential team member raters). In the case of supervisor/managers the mix shall be as equal as possible between peers and subordinate employees.

d. For the purposes of this Agreement a customer shall be defined as: "Any federal employee physically located at Arsenal Island, other than a team member, who during the course of the rating period has had a working relationship with the employee being rated so as to have sufficient knowledge of the ratee's performance during that period, so as to provide a valid rating."

e. Spouses, blood relatives, or relatives by marriage shall not under any circumstances be selected as raters by an employee. Any person selected to be a rater on an individual performance appraisal who is a spouse, blood relative, or relative by marriage of the employee being rated shall be deleted from the list.

f. Non-government customers will not be authorized to provide input.

2. The rater shall consider the input received by the selected individuals. However, the final authority for each element rating and the final summary rating rests with the rater.

3. All appraisals will be completed within 45 days of the end of the rating period.

## CONFIDENTIALITY

1. The parties agree that maintaining anonymity is essential in ensuring unbiased feedback to the employee and supervisor. The parties agree that the feedback provided by individuals will not be provided to either the union, as an employee's exclusive representative (including 7114b(4) requests), an individual employee, or any other third party. In no circumstances will an individual score be provided to any outside source for review.

2. Only the sanitized numerical score with complete comments will be provided if requested.

3. In addition, individuals that provided individual's feedback will not be called as witnesses at any hearing or appeal process, for the purpose of testifying to the input he/she may have provided to the rater. The parties agree that this is necessary to protect the confidentiality and anonymity of the input and to ensure that open honest feedback continues to be received.

## EXCLUSION

All AMC interns will be exempt from these procedures and will be appraised under TAPES procedures and AMC guidelines.

## GENERAL PROVISIONS

1. The individual's feedback will be collected and assessed as follows:

a. The input received from approved individuals will be computed as an average score for each major objective or responsibility. Any comments received from individuals will also be compiled with all comments received. The average scores and the composite comments will be provided to the employee during the time that the supervisor and employee are discussing the employee's performance during the rating period.

b. The report showing the average scores will be included with the employee's official performance rating and filed in the OPF. The written comments provided from the feedback report will only be provided to the employee and under no circumstances will be included in the OPF.

c. The employee has the discretion to select any other team member, co-worker, or customer to provide input to the rater. However, any individual that the employee selects to provide individual feedback must have a working relationship with the employee. Final authority to approve an employee's requested list of individuals rest with the rater. If one or more of the employee's requested list is disapproved, the employee may submit a replacement. The rater has the authority to also approve/disapprove any replacement names submitted.

d. In every case the employee and rater shall make a good faith effort to reach agreement on the individuals selected to provide input. In the event the employee and the rater fail to reach agreement the following procedure shall apply;

(1) The employee shall be notified in writing of the reason for having the selected individual removed.

(2) The employee may initiate a grievance which shall be entered into the grievance procedure at the director/office chief level.

(3) The employee may elect to use the Alternative Dispute Resolution (ADR) procedure when one is approved.

e. In the event the employee fails to provide a list of individuals to provide feedback to the rater, the rater will select the minimum number of team members/customers to provide feedback.

f. **INDIVIDUAL FEEDBACK ASSESSMENT SCALE.** Individual feedback will be evaluated on a 1 to 9 scale. Due to the averages that will be received, the appraisal scale will be as follows:

<u>Input Scale</u>	<u>Appraisal Scale</u>
8 and 9 = Excellence	7.5 to 9 = Excellence
5, 6, 7 = Success	4.5 to 7.49 = Success
3 and 4 = Needs Improvement (NI)	2.5 to 4.49 = NI
1 and 2 = Fails	1 to 2.49 = Fails

NR = Not Rated. To be used when inputer does not have direct knowledge of the employee's performance regarding an element.

## 2. BASE SYSTEM

a. The rater and employee shall establish responsibilities as specified in the Army's system. Responsibilities should be written as objectively as practicable (e.g., milestones, quality of results, required processes, resources).

b. The individual approved to provide peer/team member/customer input shall provide feedback to the rater concerning the employee's performance on each of the sub-elements of the four responsibilities as defined in the Army's TAPES System. The input received from approved individuals will be computed as an average score for each responsibility and shall be the basis for input to the rater.

c. The rater retains final authority for each element rating, as well as, the overall performance rating. The parties recognize that while the individual feedback may indicate a level of performance by the employee, it is within the rater's authority to elevate or lower the employee's element rating, based upon his/her knowledge of the employee's performance during the rating period.

d. Any change in rating made under the authority of paragraph c. above must be communicated to the employee during the rating counseling and must be supported by documentation.

e. Grievances must be processed within ten (10) workdays after the employee knew, or with reasonable diligence should have known, of the occurrence out of which the grievance arose.

## 3. SENIOR SYSTEM.

a. The rater and employee will develop up to four individual objectives based on mission needs and duties of position. Objectives should be written as objectively as feasible (e.g., to include timeframes, allocated resources, legal/regulatory compliance requirements). These individual objectives will be rated by the rater and senior rater in accordance with TAPES requirements/guidelines.

b. In addition, the stakeholders of the RIA organization developed common organizational objectives which they have determined will provide feedback concerning the organizational effectiveness, and which is consistent with the provisions of Executive Order 12871 to identify and craft solutions to better serve the Agency's customers and mission.

c. The individuals approved to provide feedback to the rater shall assess each sub-objective, under a major objective. The input received from approved individuals will be computed as an average for each major objective and shall be the basis for input to the supervisor.

d. Each person providing individual feedback shall utilize the Army's standards for the senior system in determining their assessment of the ratee performance as it relates to each objective and sub-objective.

e. The rater retains final authority for each element rating, as well as, the overall performance rating. The parties recognize that while the individual input may indicate a level of performance by the employee, it is within the rater's authority to elevate or lower the employee's element rating, based upon his/her knowledge of the employee's performance during the rating period.

f. Any change in rating made under the authority of paragraph c. above must be communicated to the employee during the rating counseling and must be supported by documentation.

g. Grievances must be processed within ten (10) workdays after the employee knew, or with reasonable diligence should have known, of the occurrence out of which the grievance arose.

#### 4. MANAGEMENT SYSTEM. (Supervisors and Managers)

a. The rater and employee will develop individual objectives based on mission needs and duties of position. Objectives should be written as objectively as feasible (e.g., to include timeframes, allocated resources, legal/regulatory compliance requirements).

b. In addition, the stakeholders of the RIA organization have developed common organizational objectives which they have determined will provide feedback concerning the organizational effectiveness, and which is consistent with the provisions of Executive Order 12871 to identify and craft solutions to better serve the Agency's customers and mission.

c. The individuals approved to provide feedback to the rater shall assess each sub-objective, under a major objective. The input received from approved individuals will be computed as an average for each major objective and shall be the basis for input to the supervisor.

d. Each person providing individual feedback shall utilize the Army's standards for the management system in determining their assessment of the ratee performance as it relates to each objective and sub-objective.

e. The rater retains final authority for each element rating, as well as, the overall performance rating. The parties recognize that while the individual input may indicate a level of performance by the employee, it is within the rater's responsibility to elevate or lower the employee's element rating, based upon his/her knowledge of the employee's performance during the rating period.

f. Any change in rating made under the authority of paragraph c. above must be communicated to the employee during the rating counseling and must be supported by documentation.

g. Grievances must be processed within ten (10) workdays after the employee knew, or with reasonable diligence should have known, of the occurrence out of which the grievance arose.

#### DEFICIENT PERFORMANCE:

a. Unacceptable performance shall result in the removal of the employee from the 360-degree individual feedback system at any time during the rating period. Performance related issues will be handled IAW law, regulation, and with the Union contract.

b. If individual feedback demonstrates that an employee is at either the needs improvement level or fails level, the supervisor will monitor and appraise the employee's performance IAW the Army's performance system without individual feedback.

## Management System Common Organizational Objectives

### **Competence**

- Acts in manner that demonstrates an understanding of mission, function and goals of the supervised unit, RIA and its relationship within the DoD
- Balances and distributes workload to effectively meet mission needs
- Is a valuable source of knowledge in more than one area of operations
- Demonstrates an understanding of the important issues affecting RIA

### **Fairness**

- Helps and encourages all employees to identify career development needs and to seek out opportunities to meet those needs
- Provides a fair appraisal and distributes awards/recognition equitably
- Gives honest feedback, in a constructive manner, on employees' work through informal interaction, midpoint reviews, and end of period review
- Treats all employees equitably, but shows flexibility in dealing with unique personal problems

### **Champion/Mentor/Leader**

- Demonstrates respect for all employees
- Is accessible to discuss both positive and negative situations
- Is open to employees' creativity and innovation and empowers employees by acting as a role model
- Provides steadfast support, guidance, and leadership to employees. Acts as a role model in both attitude and behavior
- Encourages and promotes teamwork

### **Communications**

- Communicates organizational goals to employees and encourages input to goal development
- Is a good listener; takes advice from employees and keeps employees informed through meetings, personal interface, memos, etc.
- Provides praise for a job well done

## **Senior System Common Organizational Objectives**

### **Professionalism**

- Keeps promises and honors commitments and demonstrates overall dependability, reliability, conscientiousness, and punctuality
- Leads by example, and/or personifies values and work practices expected of co-workers
- Represents the organization in professional manner by displaying common courtesy and respect for others
- Technical support – Willingly lends technical support to other teams and employees in areas of assigned responsibility and expertise
- Models Timely Response – Demonstrates timely responses to inquiries and the establishment of, and adherence to, reasonable schedules
- Responsible for Assigned Actions – Accepts personal responsibility for assigned activities

### **Participation**

- Contributor – Works with team members or employees to develop strategies for effective mission accomplishment
- Accountable to Others – Keeps appropriate teams, staff and management informed about any progress, issues and conditions which could impact individual contributions. Willingly shares information and knowledge with others
- Supports Team/Office/Group – Fully supports team/office/group initiatives
- Carries Share of Workload – Accepts a full share of the workload, and shares credit with others
- Interacts Effectively – Discusses honestly and freely. Listens and provides feedback. Open to the truth and accepts views of others

### **Job Knowledge & Skill**

- Practical Application – Uses experience based on practical knowledge for solving problems
- Demonstrates Technical Competence – Maintains and demonstrates a high level of technical competence in area of assigned responsibility and expertise
- Effectively organizes and prioritizes workload

- Communicates effectively – Orally
- Communicates effectively – Written

### **Fosters Organizational & Personal Improvement**

- Strives for excellence in customer service – Strives to deliver the highest quality products and services with the goal of exceeding customer expectations
- Seeks to improve processes – Is actively involved in process improvement. Contributes innovative ideas and creative solutions to team/office and RIA problems
- Continuous personal development – Looks for opportunities for personal development and enhanced competence through training and challenging work assignments
- Accepts constructive feedback to improve performance and is receptive to change
- Asks for help – Recognizes the need for and requests assistance when required

## **Base System Common Organizational Objectives**

### **Technical Competence**

- Has knowledge, skills and abilities to do the work
- Produces expected quality and volume
- Meets deadlines
- Works with right amount of supervisions
- Gets desired results

### **Adaptability/Initiative**

- Can work under pressure or during changing conditions
- Is willing to try new ways
- Suggests better ways to do business
- Seeks/Accepts developmental opportunities

### **Working Relationships/Communications**

- As a team member, works as part of a group and helps others get the job done
- Expresses ideas clearly
- Follows instructions or asks for clarifications
- Shows respect and is courteous
- Shows concern for customers

### **Responsibility/Dependability**

- Accepts responsibility for own actions
- Keeps work area in order and equipment maintained
- Uses supplies, equipment and time as intended
- Complies with DA emphasis programs, e.g.: Total Army Quality (TAQ), safety/security, internal control, inventory management, quality assurance, EEO/AA
- Schedules non-emergency leave in advance to avoid adverse impact to work unit effectiveness