



# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

U.S. ARMY ARMAMENT RESEARCH, DEVELOPMENT AND ENGINEERING CENTER  
ROCK ISLAND, IL

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 15

Approved by the Department of Defense: 18 April 2012

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## **PREAMBLE**

Pursuant to the policy set forth in 5 U.S.C. Chapter 71 – the Federal Service Labor-Management Relations Statute – and all future amendments, the following articles together with any and all supplemental agreements and/or amendments which may be mutually agreed upon at later dates, constitute an Agreement by and between the U.S. Army Armament Research, Development and Engineering Center, Rock Island, Illinois – hereinafter referred to as the Employer – and Local 15, American Federation of Government Employees – hereinafter referred to as the Union – with both collectively known as the Parties, for the employees in the bargaining unit described herein – hereinafter referred to as the Unit.

This Agreement is entered into pursuant to a decision and Order dated February 27, 2008, Case Number CH-RP-08-0009, which certified the American Federation of Government Employees (AFGE), Local 15 as the exclusive representative. The public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency. The well being of employees and efficient administration of the Government are benefited by the Employer providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment. The participation of employees should be improved through maintenance of a constructive and cooperative relationship between the Union and the Employer.

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

## **ARTICLE 1: RECOGNITION AND UNIT DESIGNATION**

The Employer recognizes that the Union is the exclusive representative of all employees in the Unit described herein.

- a. INCLUDED: All professional and nonprofessional employees of the U.S. Army Armament Research Development and Engineering Center (ARDEC), including temporary employees with appointments of 180 days or more and third-year advanced interns, duty-stationed at Rock Island, Illinois.
- b. EXCLUDED: Management officials, supervisors, employees with temporary appointments of less than 180 days, and employees described in 5 U.S.C. Sections 7112(b)(2), 7112(b)(3), 7112(b)(4), 7112(b)(6), and 7112(b)(7).

## **ARTICLE 2: DEFINITIONS**

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

**Authority:** The Federal Labor Relations Authority (FLRA) established by 5 U.S.C. Chapter 71.

**Bargaining Unit Work:** Services normally performed by bargaining unit employees.

**Basic Work Requirement:** Defined in Article 19, Hours of Work.

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

**Compressed Work Schedule (CWS):** Defined in Article 19, Hours of Work.

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

- a. Relating to political activities prohibited under 5 U.S.C. Chapter 71; or
- b. Relating to the classification of any position; or
- c. To the extent that such matters are specifically provided by Federal Statute.

**Credit Hours:** Defined in Article 19, Hours of Work.

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

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

**Flexitour:** Defined in Article 19, Hours of Work.

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

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

**Infrequent:** Seldom happening or occurring; rare.

**In lieu of Holiday:** Defined in Article 19, Hours of Work.

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

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

**Normally:** Under normal or usual conditions; as a rule or general custom.

**Seniority:** Defined in Article 19, Hours of Work.

**Supplements:** New provisions added to the Agreement during the term of the Agreement via a memorandum of agreement (MOA).

**Tour of Duty:** Defined in Article 19, Hours of Work.

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

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

**Section 1.** In the administration of all matters covered by the Agreement, officials of the Employer and employees of the Unit are governed by existing or future laws and Federal regulations of appropriate authorities, including: policies set forth in Presidential Orders, 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, published Agency policies and regulations in existence at the time this Agreement was approved, and subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities.

**Section 2.** The Parties will consider relevant case law and decisions made by the Federal Courts, the Federal Labor Relations Authority, the Federal Service Impasses Panel (FSIP), the Office of Special Counsel, Office of Personnel Management (OPM), the U.S. Comptroller General, and arbitrators.

## **ARTICLE 4: RIGHTS OF THE EMPLOYER**

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

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

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

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

## **ARTICLE 5: RIGHTS OF EMPLOYEES**

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

- a. To act for the Union in the capacity of a representative and, 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 the Agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

### **Section 3.**

- a. Any employee in the 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 under the provisions of Article 12 of the 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 and reprisal.
- d. Under the provisions of this Agreement, the employee maintains the right to be represented by the Union or may choose to represent him/herself. The provisions of this Agreement will not be construed to preclude an employee from exercising representation rights by an attorney or representatives other than the Union for matters in any grievance or appeal action outside the negotiated grievance procedure.

### **Section 4.**

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

**Section 5.**

a. The Employer affirms the right of employees to conduct their own private life as they deem fit; however, employees shall not engage in activities which adversely affect their job performance or conflict with the Department of the Army Joint Ethics Regulation.

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 employees regarding their contribution or participation.

**Section 6.** All employees will be treated fairly and equitably in all respects by the Employer and the Union. The Employer will ensure equitable implementation of OPM, Department of Defense (DoD), Department of Army (DoA), and local policies relating to all personnel issues for all employees.

a. Relating to career development, employees will be treated equitably in opportunities for education/training, career development assignments, and promotions.

b. The Employer will provide a non-hostile office environment for all employees that is free from employer or coworker harassment.

c. All employees will be treated in a professional manner. Employees will not be discriminated against by either the Employer or the Union because of pay grade, race, color, religion, sex, national origin, age, marital status, physical/mental disability, lawful political affiliation, membership or non-membership in the Union.

**Section 7.** Upon request of the employee, the employee has a right to be provided, at no cost to the employee, a copy of any personal official record maintained by the Employer.

**Section 8.** On an annual basis, the Employer will notify employees in writing (e-mail or hard copy) of the following:

a. Their Weingarten rights as stated in Section 4 of this article.

b. Their benefits and rights available under the Family and Medical Leave Act (FMLA) and Family Friendly Leave (FFL) programs.

**Section 9.** All new employees shall be informed by the Employer that the Union is the exclusive representative of the employees in the Unit during orientation. The Employer shall provide each employee with a copy (electronic or hard copy) of this Agreement and advise them of their rights under Article 5, Employee Rights. New employees shall be introduced to a Union Representative at the time the employee is assigned to a work location. If a Union

Representative is not available, a face to face introduction will be coordinated upon the Union Representative's return.

## **ARTICLE 6: UNION RIGHTS**

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

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

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

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

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

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

**Section 5.** Upon written request, and subject to normal security limitations, the Union will be granted authority each year to conduct two (2) membership drives of up to fifteen (15) calendar days duration per drive, during non-work time, as well as before and after duty hours. This does not include break periods.

**Section 6.** The Employer will furnish the Vice President of the Union with the following information upon request:

- a. A list of employees to include name, title, series, grade, and organizational assignment.

b. A summary of formal disciplinary actions in the Unit, consisting of:

(1) Violation.

(2) Penalty proposed.

(3) Adjudication.

## **ARTICLE 7: MATTERS APPROPRIATE FOR NEGOTIATION**

**Section 1.** In exercising the right to make rules and regulations related to personnel policies, procedures, practices, and matters involving working conditions, the Employer shall consider the suggestions of the Union and abide by the obligations imposed by this Agreement and 5 U.S.C. Chapter 71.

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

**Section 3.** No side agreements between the Union and individual supervisors, or between the Employer and individual stewards, shall be made which either expand or limit the provision of this Agreement. Any agreements must be made by the negotiating committees. Similarly, supervisors may not unilaterally change the terms of this Agreement.

## **ARTICLE 8: PROCEDURES FOR MID-TERM NEGOTIATIONS**

**Section 1. General.** This article establishes procedures for negotiations in accordance with Article 7, Matters Appropriate for Negotiation.

**Section 2. Changes in Documented Policies/Practices.** The Employer shall notify the Union in writing of any new or revised regulations, supplements to regulations, circulars, pamphlets or any formally documented policy five (5) workdays prior to implementation, unless the Union waives its right to negotiate.

- a. The Civilian Personnel Advisory Center (CPAC) or the Employer will notify the Union of any proposed changes. After receiving the notification and the proposed document, the Union will acknowledge receipt of the proposal.
- b. The Union will review the proposal and respond to the Employer within ten (10) workdays in one of the following ways:
  - (1) If the Union wishes additional information or an explanation of the proposed document, the Union will make a written request for further information or to meet. Requests for information or meetings will normally be responded to within five (5) workdays after the request. If, after meeting or reviewing the information provided by the Employer, the proposal is not acceptable, the Union will submit a written request for negotiations to the CPAC within five (5) workdays after the discussion.
  - (2) If the Union does not wish additional information or an explanation of the proposed document, and the proposal is not acceptable, the Union will submit a written request for negotiations to the CPAC.

**Section 3. Changes in Undocumented Working Conditions.** The Employer will, to the maximum extent practicable, provide the Union written notice of not less than five (5) workdays of any new or changed conditions of employment, which are not formally documented and may cause a significant interruption to the workforce.

- a. The CPAC or the Employer will notify the Union of any proposed changes. After receiving the notification, the Union will acknowledge receipt of the proposal.
- b. The Union will review the proposal and respond to the Employer within five (5) workdays in one of the following ways:
  - (1) If the Union wishes additional information, the Union will make a written request for further information or to meet. Requests for information or meetings will normally be responded to within five (5) workdays after the request. If, after meeting or reviewing the information provided by the Employer, the proposal is not acceptable, the Union will submit a written request for negotiations to the CPAC within five (5) workdays after the discussion.

(2) If the Union does not wish additional information or an explanation, and the proposal is not acceptable, the Union will submit a written request for negotiations to the CPAC.

**Section 4. Negotiations.** If the Union desires to negotiate on the proposed formal document or proposed informal changes, the Employer will establish a meeting for the negotiating committees not less than ten (10) workdays from receipt of the Union's request to negotiate. To facilitate the negotiating process, the Union shall provide the CPAC in writing proposals of specific issues to be considered at least five (5) workdays in advance of scheduled negotiations.

**Section 5. Disputes.** If, following good faith negotiations, either Party determines 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, after using the services of the FMCS, either Party determines the negotiations are at an impasse, 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 Services Impasses Panel (FSIP).

**Section 6. Implementation of Changes.** To the maximum extent practicable, the Employer agrees to not implement proposed changes until the procedures of this Article have been faithfully executed, except as follows:

- a. Non-response by the Union within the time frames prescribed in Sections 2 and 3 will be interpreted as acceptance, and the Employer may implement the change proposal without further recourse.
- b. In disputes where the services of the FMCS are not invoked as noted in Section 5, the Employer may implement the proposed change prior to resolution of the dispute.
- c. In impasses where the services of the FSIP are not invoked as noted in Section 5, the Employer may implement the proposed change prior to resolution of the dispute.
- d. The Employer recognizes that implementing a proposed change when the services of the FMCS or FSIP are invoked could result in modification or retraction of any change implemented.

## **ARTICLE 9: UNION REPRESENTATION**

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

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

- a. Formal discussions between one or more representatives of the Employer and one or more employees in the Unit, or their representatives, concerning any grievance, personnel policy, practice, or other general condition of employment as set forth in Article 6, Union Rights.
- b. Meetings called by Management to advise the Union of changes in personnel policies, practices, working conditions, or other matters.
- c. Representing employees in grievances, administrative and statutory procedures, including but not limited to, investigations of witnesses, appearances at hearings, etc. The Parties understand that efficient mission accomplishment, employee morale, and the maintenance of effective working relationships require an environment of open and honest communication between the supervisor and employee. Counseling sessions, whether formal or informal, are simply an extension of that communication. In understanding the true function of a counseling session, the Parties understand that an employee ordinarily would not have a right to union representation except as otherwise identified in this Agreement (i.e., investigative meetings, formal meetings, grievances).
- d. Meetings requested by the Union to discuss representational matters.
- e. Negotiations, in accordance with Article 7, Matters Appropriate for Negotiation, and for renewal of this Agreement (not included for deducting representational time).
- f. Time spent in Labor Management Forum Activities.

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

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

- e. All activities related to organizing employees.

**Section 4.** Union representatives will notify their supervisor prior to conducting union duties. Notification will be made as far in advance as possible. The supervisor may require deferral of union activities when compelling circumstances prevail. Deferral should not be for more than 1 workday. When deferral of union representation for grievances is required, then the time frames for processing grievances will be extended by the amount of time deferred. Any conflict will be resolved by the Vice President of the Union and the Management Chief Negotiator, or their designees.

**Section 5.** All representatives shall record their use of official time with the Employer's timekeeping/record system. Representational business shall be recorded as such.

**Section 6.** Union officials will be permitted to use a reasonable and sufficient amount of official duty time for representational business within the Unit.

**Section 7.** In the event that the use of duty time is interfering with the representative's proper performance of official duties, or requires an unreasonable amount of time away from normal job assignments, the immediate supervisor may deny the use of Official Duty Time. Normally, the Parties will meet to discuss the issue prior to the denial of Official Duty Time. The Union will not be restricted in exercising any legitimate right provided by 5 U.S.C. Chapter 71.

**Section 8.** Designated representatives of the Union, who are not employed by ARDEC-RI, may be admitted to the Unit upon notification to the Employer, for the following purposes:

- a. To attend meetings with officials of the Employer.
- b. To participate in or attend contract negotiations.
- c. To represent employees at arbitration hearings.
- d. To distribute literature or to solicit membership during the non-work time of the employees involved.
- e. To attend meetings with the officers of the Union.
- f. To perform any other function or activity specifically authorized by the terms and conditions of this Agreement.

**Section 9.** The Union will be granted Official Duty Time for training when it is demonstrated by the Union that the training is of mutual benefit to the Parties. A portion of this training time shall be for the purpose of training stewards and elected union officials. Such training shall occur once each calendar year and all active stewards and officers shall be required to attend, provided mission requirements allow. Normally, a minimum of 30 days prior to any scheduled training, the Union shall submit a request to the Management Chief Negotiator, setting forth the employees who will attend the training, the purpose of the training, and providing an agenda to the Employer. The Management Chief Negotiator will then approve or disapprove the request for training subject to the mutual benefit of the Parties.

**Section 10.** Upon request, employees of the Unit who are selected to serve in the capacity of a Union Representative or Official representing the interests of Federal Employees, which would require absence from the job, may be granted Leave Without Pay by the Employer for a period of up to one year in accordance with 5 C.F.R. Part 630.

## **ARTICLE 10: INFORMATION TO THE UNION**

**Section 1.** Upon written request from the Union to the CPAC, the Employer will provide a list of employees to include name, title, series, grade, and organizational assignment.

**Section 2.** The Union has the right in accordance with 5 U.S.C. Section 7114(b)(4) to data:

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

**Section 3.** Requests for information may be returned to the Union for clarification. Release of information will be governed by the Freedom of Information Act, Privacy Act and/or Federal Labor Relations Statute. All disputes regarding denial of information may be processed through the grievance procedure or other appropriate channels.

**Section 4.** The Employer agrees that the Union may have access to regulations normally maintained in the Civilian Personnel Office. The Union will contact the CPAC to arrange to read the regulations.

**Section 5.** The Employer will furnish the Vice President of the Union twenty-five (25) copies of this Agreement upon publication, and additional copies if required during the contract period. This Agreement will also be posted electronically.

**Section 6.** The Union will be provided the opportunity to attend Site Council meetings called by the Employer. The Union will designate the Union Representative who will attend the meeting. The meeting will serve as a way to inform the Union of any proposed changes in working conditions.

**Section 7.** All data will be provided in printed form and/or electronic format, when available.

## **ARTICLE 11: EMPLOYER AND UNION DISPUTE PROCEDURES**

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

- a. The purpose of this article is to provide for the satisfactory settlement of disputes involving application and/or interpretation of this Agreement where no individual employee grievance is involved.
- b. Questions which cannot be resolved by the Parties as to whether or not a dispute is on a matter subject to the provisions of this article shall be referred to arbitration for decision.
- c. All disputes must be initiated within fifteen (15) workdays after the originator knew, or with reasonable diligence should have known, of the occurrence of the matter out of which the dispute arose.
- d. Disputes that relate to ongoing conditions may be presented at any time.
- e. The originator will be either the Management Chief Negotiator or the Vice President of the Union.

### **Section 2. Process.**

- a. Step 1. The originator will notify the Management Chief Negotiator or the Vice President of the Union, orally or by e-mail, of the desire to establish a Step 1 meeting to discuss the dispute. The meeting shall normally be held within five (5) workdays from the receipt of the originator's request to discuss the dispute. Within five (5) workdays from the conclusion of the meeting, the Management Chief Negotiator or the Vice President of the Union, as applicable, shall provide the originator with a decision by e-mail.
- b. Step 2. If dissatisfied with the Step 1 decision, a written dispute will be submitted to the CPAC within ten (10) workdays. The CPAC will annotate the date of receipt on the grievance form. The Management and Union Negotiating Committees will normally meet within ten (10) workdays to discuss the dispute. The originating party shall be provided with a written decision within (15) workdays.

**Section 3. Arbitration.** After exhausting the procedures in Section 2, the Union may request the dispute be submitted to arbitration by notifying the CPAC within thirty (30) workdays of the written decision. The procedures for arbitration shall be in accordance with Article 13, Arbitration.

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

## **ARTICLE 12: GRIEVANCE PROCEDURE**

**Section 1. Common Goal.** The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self respect of the employee and be consistent with the principles of good management and the provisions set forth in the Labor Relations Statute. To accomplish this, every effort will be made to settle grievances expeditiously at the lowest level of supervision where the grievance has merit based upon the facts presented. Arbitration should only be invoked when the assistance of a third party is required.

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

- a. A grievance may be initiated and processed by an employee or group of employees – hereinafter referred to as the Grievant – over the interpretation, application, or violation of any matter covered by this Agreement; or a matter not covered by the Agreement, but concerned with the application of Agency, Command, or local policies, practices, and regulations; or conditions of employment, relationships with supervisors and management officials, disciplinary and adverse actions; or any matter not specifically excluded. Any grievant using this procedure may be represented by the Union or represent themselves. In the event the Grievant chooses self-representation, it is agreed that the Union shall be afforded the opportunity to be present during all grievance discussions except intra-management meetings and that the final resolution of the grievance shall not be inconsistent with the terms of this Agreement.
- b. In exercising their rights to present a grievance, the Grievant and the Grievant's representative shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.
- c. Grievances, once processed under this procedure, involving the same individual(s) and substantially the same facts, will not be resubmitted under this procedure or be processed under any other procedure, either concurrently or sequentially, except where the Employer fails to implement and uphold a previous grievance resolved in favor of the employee(s). This shall not preclude an employee from processing a grievance on a second occurrence of the same issue. Issues initiated under other formal complaint procedures may not be entered into this grievance procedure.
- d. In processing a grievance, the Grievant or the designated representative shall specifically identify the article and sections of this Agreement that have been violated, if applicable; or any law, rule, regulation, policy, or practice that has been violated; or the circumstances which gave cause for the grievance; and the resolution desired.
- e. For those issues where administrative or statutory appeal procedures exist, the Grievant may choose to follow the administrative appeal procedure or may initiate a grievance under these procedures, unless specifically excluded under Section 4.

**Section 3. Grievability/Arbitrability.** Grievability/arbitrability questions that cannot be resolved between the Parties as to whether or not a grievance is on a matter subject to this

grievance procedure, or is subject to arbitration, will be referred to an arbitrator for decision through written briefs. Both Parties agree that this provision will be used in good faith and not as a measure to raise clearly untimely issues to arbitration.

**Section 4. Exclusions.** Excluded from the grievance procedure are issues which involve:

- a. Prohibited political activity.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for national security reasons.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Reduction-in-force actions.
- g. Allegations of discrimination which are properly referable as EEO complaints through the Agency EEO procedures.
- h. Furloughs of 30 days or less.
- i. Flexible Work Place authorization.
- j. The non-selection for promotion from a group of properly ranked and certified candidates.
- k. Issues related to covered employees seeking placement in positions outside the Unit.

**Section 5. Procedures.** All grievances shall be initiated within fifteen (15) workdays after the Grievant knew, or with reasonable diligence, should have known, of the occurrence of the matter which gave cause for the grievance. Grievances arising from circumstances relating to continuing conditions, where no particular date or event is involved, may be initiated at any time (e.g., general working conditions, supervisor employee relations, safety, environmental hazards). The following procedures are established for the processing and resolution of grievances, excluding grievances on Performance Appraisals (see Section 6).

- a. Step 1. The Grievant, and/or the designated representative, if any, will notify the immediate (first-line) supervisor in writing or by email that the Grievant requests a Step 1 meeting to present a grievance and identify the general topic of the complaint. The Grievant will notify the supervisor if self or union representation is desired. The supervisor shall notify the Grievant, the Union, and the CPAC of the time and place of the Step 1 meeting within three (3) workdays. The Step 1 meeting will normally be held within ten (10) workdays of receipt of the grievance. The supervisor shall provide a Step 1 decision to the Grievant and the Union by e-mail within five (5)

workdays from the conclusion of the Step 1 meeting. If the Grievant is represented by the Union, all contacts concerning the scheduling of meetings and the issuance of the decision will be to the Union Representative assigned to the grievance.

b. Step 2. If dissatisfied with the Step 1 decision, the Grievant shall submit a Step 2 written grievance using RIA Form 690-14 (Grievance Record – Negotiated Procedure), and will include a detailed explanation of the grievance. The written grievance shall be submitted within fifteen (15) workdays from the receipt of the Step 1 decision by the CPAC Labor Relations Specialist, who will annotate the date of receipt of the grievance and will designate a grievance control number. A copy of the written grievance shall also be signed and dated upon receipt. The CPAC office will inform the Grievant's 2<sup>nd</sup> Line Supervisor of the request for a 2<sup>nd</sup> Step grievance meeting. The CPAC will coordinate with the 2<sup>nd</sup> Line Supervisor and shall notify the Grievant and the Union of the time and place of the Step 2 meeting within three (3) workdays. The Step 2 meeting will normally be held within ten (10) workdays from receipt of the written grievance. The 2<sup>nd</sup> Line Supervisor shall preside over the meeting to hear the facts and review the evidence presented. The 2<sup>nd</sup> Line Supervisor shall issue a Step 2 written decision to the Grievant and the Union within fifteen (15) workdays from the conclusion of the Step 2 meeting. If the decision is satisfactory, no further consideration will be given to the issue.

c. Step 3. If dissatisfied with the Step 2 decision, the Grievant shall submit a Step 3 written grievance and the Grievant's written reasons for disagreeing with the Step 2 decision to CPAC office within fifteen (15) workdays from the receipt of the Step 2 decision. A representative of the CPAC office shall annotate receipt of the grievance package and sign a copy for the Grievant indicating the date received. The CPAC shall notify the Grievant(s) and the Union of the time and location of the Step 3 meeting within three (3) workdays. The meeting will normally be held within ten (10) workdays from the receipt of the grievance. The Management Negotiating Committee shall preside over the meeting to hear the facts and review the evidence presented. The Management Negotiating Committee shall issue a Step 3 written decision to the Grievant and the Union within fifteen (15) workdays from the conclusion of the Step 3 meeting. If the grievance decision is satisfactory, no further consideration shall be given the issue. If dissatisfied with the Step 3 decision, the Grievant may ask the Union to refer the grievance to binding arbitration in accordance with Article 13, Arbitration.

**Section 6. Performance Appraisal Grievances.** Performance Appraisal grievances shall follow the same procedures as all other grievances with the exception of the selection of grievance deciding officials. Grievance deciding officials for Performance Appraisal grievances shall be designated as follows:

- a. Step 1 Grievance – Rater of the appraisal.
- b. Step 2 Grievance – Senior rater of the appraisal.
- c. Step 3 Grievance – Same as the grievance procedure in Section 5(c).

**Section 7. Matters Appropriate for Proceeding Directly to 3rd Step.** In most instances, grievants are required to use Step 1 and 2 of the grievance procedure described above before proceeding to Step 3 of the procedure. However, there are issues considered appropriate for proceeding directly to Step 3 because of the formal nature of the actions involved and the previous consideration that has been extended to the employee. Employees seeking to file a grievance are advised that grievances involving the following issues must proceed at Step 3 within fifteen (15) work days of the decision or occurrence being grieved:

- a. Request for withdrawal of a Letter of Reprimand.
- b. Grievances stemming from suspension/removal.
- c. Grievances on Management directed reassignment.

**Section 8. Group Grievance.**

- a. When several employees have grievances concerning the same, or substantially the same issue(s), the Parties shall encourage the employees to consolidate their grievances into a group grievance and appoint a representative sample of the group to act as the Grievant in the processing of the grievance. However, each employee may file a grievance separately, if desired. Grievances initiated separately will be processed separately and will follow steps outlined in Section 5.
- b. The Union and the Management Negotiating Committees will determine the appropriate step of the grievance process to initiate the group grievance based on the grievance participants. This shall be accomplished within ten (10) workdays.
- c. If a group grievance is processed, all grievants must be identified and are bound to process the grievance throughout the procedure as a group; the majority shall make decisions. All grievants will be bound by the decision of the majority.

**Section 9. Termination of Grievance.** If an employee(s) requests termination of the grievance, 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 the case is being closed without decision. A copy of this notification will be made a part of the case record.

**Section 10. Official Time.**

- a. An employee, if otherwise in an active duty status, may use reasonable amounts of official time without charge to leave or loss of pay for such purposes as; securing advice on rights and privileges under governing regulations, obtaining information or assistance pertaining to the grievance, and preparation for and participation in the grievance procedure.
- b. A representative who is an employee of ARDEC-RI may, if otherwise in a duty status, use reasonable amounts of official time without charge to leave or loss of pay

for the purpose of preparing and participating in the personal presentation of the grievance, including any hearing held in connection herewith.

c. The use of official time is subject to advance supervisory approval and Management reserves the right to delay or reschedule due to mission needs.

**Section 11. Time Limitations/Extensions.**

a. Either party may request an extension of the time limits. All requests should include a reason for the time extension and shall be submitted and responded to in writing.

b. Failure of the Grievant/Union to comply with the established time limits of the steps outlined in this procedure may be considered grounds for the Employer to reject the grievance. Any Management exception of timeframes specified in this article is not precedent setting.

c. Failure of the Grievant and the designated representative to attend scheduled grievance meetings will not be the sole reason for rejection of the grievance when the failure to appear is due to circumstances beyond their control or emergency situations. In such cases, the grievance limitations prescribed may be granted by either party for extenuating circumstances. Such requests will be presented and replied to in writing.

d. Failure of the Employer to comply with the established time limits of the steps outlined in this procedure is addressed in the Article 13, Arbitration.

**Section 12. Settlement of Grievances.** It is agreed that when a grievance decision is accepted, or the grievance is terminated by the Grievant at any step, it will be considered to be settled in its entirety and no further action will be taken regarding the grievance.

## **ARTICLE 13: ARBITRATION**

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

- a. If the Employer and the Union fail to settle any grievance/dispute arising under the negotiated grievance procedure such grievance/dispute shall, upon written notice of the Union, be referred to arbitration. Such written notice must be served not later than twenty (20) 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 the Employer's Labor Counselor shall meet to discuss evidence, witnesses, joint exhibits, etc.
- c. At any time, either Party may request to meet to discuss possible resolution of the grievance.

### **Section 2. Selecting an Arbitrator & Fees.**

- a. The parties will request the Federal Mediation and Conciliation Service to submit a list of impartial persons qualified to act as arbitrators within two (2) weeks from the date of receipt of the arbitration request. The Employer will request the arbitrator list for the first arbitration and the Union will request the arbitrator list for the second arbitration; and thereafter, the Parties shall alternate in this manner.
- b. 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. The Employer shall have the first strike for the first arbitration case; the Union shall have the first strike for the second arbitration case; and thereafter, the Parties shall alternate in this manner.
- c. The fees 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.
- d. Either Party may withdraw the arbitration request at anytime. After the selection of the Arbitrator, the Party requesting withdrawal shall be responsible for all arbitrator fees, if applicable.
- e. If the Parties resolve the grievance and no longer require the services of the Arbitrator, any expenses or fees associated with the cancellation of the Arbitrator will be borne equally.
- f. Either party may arrange for a court reporter to be present at the hearing, subject to approval of the Arbitrator. The costs of the court reporter will be borne by the requestor. If both parties mutually agree that the proceedings should be recorded by a

court reporter, the expense will be shared equally. Each party will be responsible for requesting and purchasing their own copy of the transcript upon completion of the hearing, if they desire.

### **Section 3. Arbitration Process.**

a. Arbitration Hearing. The arbitration hearing shall be held during the regular day shift at the Employer's premises and all Union Representatives, the Grievant, and employee witnesses, if otherwise in a duty status, shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave. Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the day(s) of the hearing in which they are involved. In the event that such meeting/hearings extend past an employee's normal duty hours, no overtime or compensatory time will be paid.

b. Parties to the Arbitration. The Grievant shall have the right to be present at the hearing. The Union shall have the right to be represented at the hearing.

c. Attendance of Witnesses. The Union and the Labor Counselor shall exchange their lists of proposed witnesses. The Parties will strive to provide a list of witnesses to each other a minimum of ten (10) workdays in advance. This requirement will not restrict the Parties from identifying witnesses at anytime up to and including the day of the hearing. If any witness refuses to testify voluntarily, the Arbitrator may take steps afforded by applicable laws to provide for appearance of said witness. In the event an employee witness refuses to voluntarily testify after request by the Arbitrator as provided above, the Arbitrator may accept a written statement at the hearing as to the substance of the testimony that the witnesses not appearing was expected to provide.

d. Oath of Affirmation of Witnesses. All witnesses will be required to testify under oath or affirmation administered by a duly qualified arbitrator.

e. Sequestration of Witnesses. The Arbitrator shall require witnesses, other than parties having a direct interest, to leave the hearing room during the testimony of other witnesses. The purpose of this subsection is to avoid having witnesses being influenced in their testimony by the testimony of other witnesses as to the same facts.

f. Non-Agency Witnesses. The Parties requesting witnesses to be present who are not employees of the Agency shall bear expenses of the witnesses.

g. Post Hearing Briefs. Post Hearing Briefs may be submitted by either Party within the time allowed by the Arbitrator. The Arbitrator shall be requested to provide a copy of each Party's brief to the other Party, or the Parties may exchange copies.

h. Reopening of Hearing. Prior to the Arbitrator's decision, if either Party finds evidence that is new, material, relevant, and not previously available despite due diligence on the part of the producing party, that Party may file a written motion with the Arbitrator requesting that the hearing be reopened and include a statement of the

reasons justifying such reopening. A copy of such written motion shall be served upon the other Party at the same time it is filed with the Arbitrator.

i. Alternatives to Full Hearing. By mutual agreement, the Parties may establish alternatives to a full hearing.

**Section 4. Arbitrator's Decision and Authority.**

a. The Arbitrator is requested by the parties to render his decision as quickly as possible; but in any event, no later than sixty (60) days after the conclusion of the hearing unless the Parties otherwise agree.

b. 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.

c. The Arbitrator has the authority to resolve questions of arbitrability, interpret and define terms of this Agreement, and grant remedies consistent with applicable laws and regulations.

d. The Arbitrator may not substitute their discretion for that of the Employer in cases where the Employer exercised discretion in an equitable manner as allowed by law, regulations, or this Agreement. The Arbitrator may overrule the Employer when the Arbitrator's findings conclude that the Employer did not use discretion in an equitable manner in exercising authority in accordance with law, rule, regulation, or this Agreement.

e. Either Party may request the Arbitrator to retain jurisdiction on matters which, in their opinion, may justify further review.

f. It is agreed and recognized that arbitration provided herein is binding and appealable only under the provisions of 5 U.S.C. Chapter 71 to the Federal Labor Relations Authority. Decisions will normally be implemented within thirty (30) calendar days after receipt of the decision or as directed by the Arbitrator.

**Section 5. Employer Initiated Arbitration.** Employer initiated arbitrations shall be processed under the above procedure, altered to the extent that the Civilian Personnel Advisory Center shall initiate the procedure by notifying the Union.

## ARTICLE 14: POSITION DESCRIPTIONS

### Section 1. General.

- a. 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 position titles, series, grade levels, and job duties are appropriately determined.
- b. Each employee will be furnished a copy of the official position description when assigned to a position and/or when those duties are amended either permanently or temporarily.

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

- a. Grade controlling duties (i.e. increase/decrease).
- b. The employee's eligibility for inclusion/exclusion to the Unit.
- c. Conditions of employment (e.g., worldwide mobility requirement, the performance of recurring travel, the designation of the position as "emergency essential").

**Section 3. Pay Equitability.** The Employer agrees it is essential that, in accordance with laws, rules, regulations, and guides, all employees shall be paid equitably and that pay rates shall bear a direct relationship to the level of skill and responsibility of the work performed.

**Section 4. Position Description Accuracy.** Position descriptions will be reviewed annually by the supervisor at the time the performance appraisal is completed. Questions of fact regarding the accuracy of an employee's officially assigned position description should be resolved between the employee and the immediate supervisor.

**Section 5. Duties Outside Scope.** Employees in the Unit who feel they are performing duties outside the scope of their position description, or that the position description is inaccurate, may request resolution of the matter by the immediate supervisor. Questions of fact, which cannot be resolved at that level, will be referred to the next higher supervisor and, if necessary, to the Management Negotiating Committee for decision.

**Section 6. Classification Appeal.** Employees may seek the adjustment of the pay category, title, series, or grade of their officially assigned position in accordance with 5 C.F.R Part 511.

## **ARTICLE 15: PERFORMANCE STANDARDS AND APPRAISALS**

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

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

**Section 3.** Except under unusual circumstances, each employee's performance will be rated annually against the 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. The ratee may request input to their performance evaluation from up to eight customers. Input must be tied to written objectives and must be limited to one typed page and signed by the customer. Raters will consider any such input received not later than three workdays prior to the end of the rating period.
- c. 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/support form.
- d. Employees will have a three (3) workday period to review their proposed rating and to provide written comments to the rating official concerning their appraisals prior to finalizing the appraisal.
- e. Ratings will reflect performance within the control of the ratee and will be given based on the approved objectives. There will be no organizational quotas and no limit on rating types, (i.e. 25% of the organization limited to highly successful appraisals).
- f. 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.
- g. Any changes made on the final appraisal will be discussed with the employee.

#### **Section 4.**

a. Employees under notice of unacceptable performance shall be provided a Performance Improvement Plan (PIP) and be assisted by the Employer in improving performance. Employees shall be reassigned, reduced in grade, or removed for unacceptable performance only after being afforded a reasonable period of time to demonstrate acceptable performance, normally not less than 120 calendar days, and only if substantial evidence justifies the action proposed. The rating cycle may be extended as appropriate.

b. An employee who is not serving a probationary period, and is being proposed for a reduction in grade or removal for unacceptable performance is entitled to:

(1) A minimum of thirty (30) calendar days advance written notice of the proposed action which identifies specific instances of unacceptable performance by the employee on which it is based, and the critical elements of the employee's position involved in each instance of unacceptable performance.

(2) The right to a representative.

(3) A reasonable amount of time to reply orally and in writing to the action proposed.

(4) A written decision signed by a higher level official than the official who proposed the action.

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

a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level.

b. Advice as to what the employee must do to bring the performance up to the acceptable level.

**Section 6.** An employee who is denied a within grade increase, reduced in grade or removed for unacceptable performance shall be informed that the action may be appealed to the Merit Systems Protection Board or may be grieved in accordance with Article 12, Grievance Procedure, but not both. The address of the Merit Systems Protection Board and the telephone number of the union office shall be included in the final letter of decision.

**Section 7.** The parties agree that performance evaluations should be performed expeditiously. Upon completion of the evaluation, the rater will discuss the rating with the senior rater, reach an agreement, and both will sign the rating. The rater will discuss the rating with the ratee and request signature.

## **ARTICLE 16: DISCIPLINARY AND ADVERSE ACTIONS**

**Section 1. General.** The Employer agrees that normally, formal disciplinary actions should be taken when informal actions have failed or are not appropriate. The basic procedures and rights of the employees, as outlined in regulations and this Agreement, shall be observed in handling disciplinary and adverse actions. Such actions must be based on just cause and be consistent with the principles of progressive discipline, applicable laws, regulations, and this Agreement. This does not preclude the Employer from taking actions that are purely punitive in nature when the Employer has determined that the nature of the offense is such that progressive discipline is not appropriate. The Union has the right to grieve such disciplinary actions.

### **Section 2. Representation.**

- a. In the event an employee is issued a notice of disciplinary or adverse action, the employee will be made aware of and afforded all rights and privileges due them, including the right to representation.
- b. The employee may be represented by the Union, an attorney, or another individual in the reply to the proposed discipline. In the event that the employee chooses a representative who is also a Department of Army employee, the representative may be disallowed when there is determined that a conflict of interest exists.
- c. In all cases of proposed disciplinary or adverse action by the Employer against employees covered by this Agreement, an additional copy of the proposed action shall be furnished to the employee. If the employee wishes to have a representative, the employee will notify the Employer, in writing, of who the representative will be prior to the Employer releasing confidential information to the representative pertaining to the employee's case. In all cases, the employee and the representative, if any, will be given the opportunity to review the documentation on which the proposed action is based.
- d. If during the course of preliminary investigation, the Employer deems it appropriate to have a discussion with the employee, the employee will be notified of the nature and purpose prior to beginning the discussion. If the discussion results in the employee being questioned, and the employee reasonably believes a disciplinary action may be taken by the Employer against them, the employee may request a union representative.

**Section 3. Principles and Procedures.** Management will evaluate each case to determine if a disciplinary action is being taken fairly and correctly. Management will consult the CPAC to ensure appropriate guidelines are followed for formal disciplinary actions.

### **Section 4. Formal Disciplinary Actions.**

- a. A formal disciplinary action is any action taken against an employee which causes a formal letter of reprimand or an action affecting a suspension of fourteen (14) calendar days or less to be placed in an official record. Admonishments and counseling sessions do not constitute formal discipline.

- b. The Parties agree that in progressive discipline, the Employer will determine the least severe and most appropriate action, considering the relevant circumstances, necessary to correct the employee's behavior. Discipline should be consistent throughout the Unit.
- c. If the circumstances warrant, an investigation will be conducted by Management prior to issuing a proposal to discipline. The investigation may include discussions with the employee, management officials, and witnesses.
- d. When two or more unrelated offenses are involved, there may be more than one specific charge of misconduct.
- e. In actions involving discipline, an employee is entitled to a notice of proposal of the discipline. The Parties agree and understand that employees should be placed on notice of any proposed disciplinary action as soon as possible after the event giving rise to the proposal to discipline. Normally, absent compelling reasons to the contrary (i.e., a lengthy investigation of the facts surrounding the case), an employee would expect to receive such a proposal no later than sixty (60) calendar days from the event giving rise to the discipline. However, failure to initiate action within sixty (60) calendar days from the event giving rise to discipline does not negate the Employer's right to take such action.
- f. Employees shall be given at least ten (10) calendar days advance written notice of disciplinary action, by means of a proposal, and a reasonable time (not less than three (3) workdays) in which to prepare a reply. Extensions may be granted. A reasonable amount of official duty time will be allowed for preparing a reply. Except for letters of reprimand, the final notice shall be signed by a higher level official than the supervisor signing the proposal.
- g. The employee has the right to reply orally or in writing, and to present affidavits or witnesses with the assistance of a representative. The employee will be allowed to offer evidence and testimony with the purpose of demonstrating to the Employer that discipline is not warranted. The Employer will consider and address the employee's reply when issuing the written decision.
- h. In the event the employee is issued an unfavorable decision, the employee shall be advised that the decision may be grieved under the grievance procedure contained herein and of the time limit for filing the grievance.
- i. For the purposes of disciplinary actions, a workday shall be defined as a standard eight (8) hour day. Therefore, it may be necessary to temporarily change an approved AWS or CWS to a flexitour 5/8 work schedule due to Management's decision to suspend an employee. All suspensions will be based on an eight (8) hour work day.

**Section 5. Counseling Sessions.** These sessions constitute a tool through which supervisors may, among other things, communicate their dissatisfaction with an employee's performance or conduct, give the employee notice of the Employer's dissatisfaction, and give the employee an opportunity to meet the Employer's expectations for satisfactory conduct and/or performance.

- a. Verbal counseling sessions, where the offense is nonrecurring within a period of six (6) months, will not be used as a basis for further disciplinary or adverse action.
- b. Written counseling sessions, where the offense is nonrecurring within a period of twelve (12) months, will not be used as a basis for further disciplinary or adverse action.
- c. In the event a supervisor maintains a record of entries documenting either verbal or written counseling, and which the supervisor intends to use as the basis for a future disciplinary action, the supervisor must inform the employee of the record.

**Section 6. Reprimands.** Reprimands may be issued in increments of 1, 2, and 3 years, depending on the severity of the offense. At the request of the employee or at Management's discretion, the supervisor may withdraw any such reprimand, where the employee's conduct has improved in Management's opinion.

**Section 7. Adverse Actions.**

- a. An adverse action is a reduction in grade or pay, removal, suspension for more than fourteen calendar (14) calendar days, or a furlough of thirty (30) calendar days or less. In adverse actions, an employee is entitled to a notice of proposal of the action the Employer intends to impose. If applicable, the notice will include the specific allegations of misconduct (charges) for which the discipline is to be imposed. This disciplinary proposal to the employee will include, at a minimum, the reasons for the Employer's proposal and the appropriate charge for each specific act of alleged misconduct. When two or more unrelated offenses are involved, there may be more than one specific charge of misconduct.
- b. An adverse action, as stated above, may be appealed to the Merit System Protection Board or through the grievance procedures, but not both.
- c. Employees shall be given at least thirty (30) calendar days advance written notice of any adverse action proposal and a reasonable time (not less than fifteen (15) work days) in which to prepare a reply, unless the circumstances require the application of exceptions to the notice and reply periods in accordance with government-wide regulations. The final notice shall be signed by a higher level official. The address of the Merit System Protection Board shall be included in the final letter of decision. Nothing in this Article restricts Management's right to discipline for criminal activity.

## **ARTICLE 17: MERIT SYSTEM - PLACEMENT/PROMOTION**

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

- a. The Employer and the Union agree that all promotions/placements will be in accordance with the provisions of law, Office of Personnel Management (OPM) and Department of Army regulations including RIAR 690-21, Merit Promotion and Placement Plan (MPPP).
- b. The Employer will take actions to identify and eliminate systemic barriers which are prohibitive to Equal Employment Opportunity (EEO). The Union agrees to cooperate with and support these goals.

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

**Section 3. Sources.** In deciding which source(s) to use, the CPAC has an obligation to recommend which is most likely to best meet the Employer's mission objectives, contribute fresh ideas and new viewpoints, and meet the Employer's EEO action goals.

### **Section 4. Competitive Procedures.**

- a. Area of Consideration. The area in which a search is made for eligible candidates is the area of consideration. The minimum area of consideration is the area as determined by the Management Team, in consultation with the CPAC, which may produce a reasonable number of highly qualified candidates. The area of consideration will be defined in each vacancy announcement. The area of consideration will take into consideration EEO action goals and the number and quality of candidates expected. As a general rule, the minimum area shall be no less than ARDEC-RI. The area may be expanded if an insufficient number of quality candidates acceptable to Management are on the referral list.
- b. Non-Army Candidates. When considering non-Army candidates under local competitive procedures, they will be rated, ranked and evaluated by the same methods as Army candidates. Delegated Examining Unit (DEU) candidates are an exception to this requirement and they are rated and ranked under OPM procedures.

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

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

**Section 7. Methods of Locating Candidates.** Either vacancy announcements or other regulatory appropriate sources will be used to locate local candidates, depending on the position being filled.

**Section 8. Vacancy Announcements.** Each vacancy announcement will be open for application for a minimum of seven (7) workdays. "Open Continuous" announcements will be used whenever it is anticipated by the CPAC that there will be recurrent vacancies for the same type of positions.

- a. Each announcement will contain:
  - (1) Title, series, grade, and short description of duties.
  - (2) Organizational and geographical location of the position.
  - (3) Summary of or reference to minimum qualification standards for basic eligibility.
  - (4) List of any selective placement factors and conditions of employment determined essential to satisfactory performance, such as frequent travel, unusual working conditions, hours, etc.
  - (5) Brief summary of the qualifications and duties of the position.
  - (6) If appropriate, information regarding the known promotion potential of the position to assure that all applicants are aware of subsequent "career promotion" possibilities.
  - (7) Area of consideration.
  - (8) Opening and closing dates for receipt of application and how to apply. Cutoff dates for open continuous announcements.
- b. Time-in-grade and experience qualifications will be considered in accordance with regulation.
- c. Candidate evaluation results of merit promotion and placement vacancy announcements may be used for a maximum 180-day period following the closing date of an announcement. This list may be used to fill similar positions that may arise within the organization, if they require the same specialized experience.

**Section 9. Evaluating Candidates.**

- a. The CPAC is responsible for the screening of all applicants for:
  - (1) Basic eligibility (minimum qualification standards, time-in-grade restrictions, etc.).
  - (2) Eligibility under selective placement factors.

b. Rating and Ranking:

(1) The crediting plan will be established prior to the review of the referral list. If used, interview questions will be based on the skills necessary to successfully fulfill the requirements of the position.

(2) Performance appraisals may be used in rating; however, no candidate will be screened out for the failure of a supervisor to complete an appraisal. The appraisals must have been obtained within the preceding fifteen (15) months.

(3) Panel members will be chosen, by the Employer, based on the following:

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

(b) Must have the necessary technical competence.

(4) The panel will rate/rank all referred applicants and document the results.

c. Web Based Referral List:

(1) Candidates for promotion or placement shall be referred in alphabetical order on a web based referral list to the selecting supervisor. Selecting officials will review the qualifications of all candidates referred to them. In the event the original referral list is rejected and a second referral list requested, the supervisor will provide the reasons for rejection to the CPAC. Upon written request, the reasons will be provided in writing to the Union.

(2) A reasonable number of best qualified candidates will be referred.

(3) All employees in the minimum area of consideration who are referred for selection shall be notified of the fact by the CPAC.

d. Selection:

(1) The selecting official will normally fill a vacancy by selection of one (1) of the candidates on the competitive selection certificate; however, they may choose to select a non-competitive candidate from another appropriate source.

(2) The selection is to be based on the selecting supervisor's judgment of comparative qualifications of candidates referred. The selection must be based upon one (1) or more legitimate job related criteria and merit based reasons pertaining to the potential for the selectee to successfully perform the duties of the position. Supervisors are required to justify selections based on qualifications of candidates, and resolve grievances or complaints. Supervisory selection statements will be maintained in the CPAC in accordance with Section 12 of this Article.

(3) Interviews may be arranged, within regulatory limitations, as deemed necessary by the selecting supervisor.

e. Release of Selected Employees: After the required review of the action, the CPAC will make contact to arrange the date for the selectee to report for duty. An employee selected for promotion or placement will be released to assume the duties of the position in accordance with RIAR 690-21.

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

a. Details in excess of thirty (30) days will be reported on Standard Form 52, and maintained as a permanent record in the Official Personnel Folder. This report shall be required if the employee is assigned to perform duties substantially different from those normally performed even though the job to which detailed is in the same grade and series code as the one to which regularly assigned.

b. Temporary promotions will be for specified periods of time of 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. Competitive procedures will apply, if, after completing any proposed detail/temporary promotion, an employee will have exceeded the maximum periods allowable (prior service under both previous details and temporary promotions included) in higher grade positions or positions with known promotion potential during the previous twelve (12) month period.

c. The area of consideration for a competitive detail or temporary promotion may be narrower than required for normal permanent placement. However, full competitive procedures shall apply when the position later is filled on a permanent basis.

d. Temporary assignment to higher grade positions shall normally be accomplished by a temporary promotion when:

(1) The need for a temporary replacement is expected to last more than sixty (60) days, and one (1) employee is to be assigned to the position. This does not preclude Management from detailing several different employees to the position.

(2) The provisions of DOD Manual 1400-20-1-M have been complied with in determining whether clearance of Priority Placement registrants is required.

(3) The employee meets the minimum OPM qualification standards for the position.

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 11. Priority/Repromotion Consideration.**

- a. Priority Consideration. If an employee fails to receive proper consideration in a promotion action and the erroneous promotion is allowed to stand, the employee must be considered for the next appropriate vacancy to make up for the consideration they lost, i.e., given priority consideration for the next appropriate vacancy in the same title, series, grade, and promotion opportunity for which the employee is a highly qualified candidate. The employee will be referred as an exception to competitive promotion procedures along with others entitled to priority consideration. Any of the employees referred as priority consideration candidates may be selected. Non-selection of priority candidates will be for merit reasons. An employee will be entitled to priority consideration once for each time they were not properly considered. When the CPAC has identified candidates entitled to priority consideration, further referrals to appropriate vacancies will be delayed until such candidates are referred in order to avoid further missed opportunities.
  
- b. Repromotion Consideration. The Employer agrees to maintain the established repromotion program for employees demoted without cause and to meet and confer with the Union prior to changing the program.

**Section 12. Information to Employee.**

- a. The local Merit Promotion and Placement Program (MPPP), RIAR 690-21, will be made accessible to employees.
  
- b. Information about a specific promotion action is available to any employee who has filed as a candidate, upon his written request to the CPAC as follows:
  - (1) Whether the employee was considered for promotion and, if so, whether they were found qualified on the basis of the minimum qualification requirements for the position.
  
  - (2) Whether the employee was one of those in the group from which selection was made.
  
  - (3) Who was selected for promotion.
  
- c. Upon written request of a candidate who was not referred among the best qualified, their supervisor will obtain information from the CPAC regarding areas in which the employee needs to improve in order to increase future competitive opportunities, and counsel the employee accordingly.

**Section 13. Maintenance of Promotion Records.** Promotion and placement actions will be documented in an employee's Official Personnel Folder and in record files of each promotion action as specified by the Office of Personnel Management, to provide clear evidence that actions are being effected in consonance with the policy and provisions of the local 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.

Such records will be maintained in the CPAC in accordance with records management regulations. The records will be maintained in such a manner as to allow a third party to be able to reconstruct the personnel action.

**Section 14. Information to the Union.** When an authorized representative of the Union requests information regarding specific promotion/placement actions, the request shall be in writing. 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 or 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 the need for extensions of time limits at any step of the grievance procedure.

a. The Union has the right to review certain types of information concerning merit promotion actions under the terms of this Agreement and under the provisions of 5 U.S.C. Section 7114(b)(4). It is agreed that the following information will be provided by the CPAC to Union Officials for review:

- (1) The Request for Personnel Action (RPA).
- (2) The vacancy announcement.
- (3) The referral list provided to the selecting management official.
- (4) Rating and ranking material will be provided for review only and Management will retain the hard copy. It is preferred that when a conflict of interest exists, the Vice President of the Union will assign a neutral steward.
- (5) The selection statement.
- (6) Resume(s) and any other data required to be submitted of the applicant selected for the position.
- (7) Resume(s) and any other data required to be submitted of the Grievant(s).

b. For additional information not identified above, the Union will provide a written request to the CPAC. The request will include a statement of the necessity and relevance of the information requested to a representational matter in accordance with 5 U.S.C. Section 7114(b).

## **ARTICLE 18: REDUCTION-IN-FORCE (RIF)**

**Section 1. General.** Reduction in force (RIF) is a management right enumerated in 5 U.S.C. Section 7106(a)(2)(A) and will be administered in accordance with applicable laws and regulations in a manner which will affect the necessary reductions in strength with a minimum disruption to the organization and dislocation of employees. All employees affected by the RIF will be given the maximum benefit authorized by appropriate law, rule, or regulations.

**Section 2. Definition.** RIF is defined at 5 CFR Part 351.201(a)(2) as the release of an employee from their competitive level because of lack of work/shortage of funds; insufficient personnel ceiling, reorganization, the exercise of reemployment rights, or reclassification of an employee's duties in certain circumstances by:

- a. Furlough for more than 30 days.
- b. Separation.
- c. Demotion.
- d. Reassignment requiring displacement.

### **Section 3. Notification.**

- a. Notification to the Union. The Employer shall inform the Union at the start of preparation of a RIF package.
- b. Notification to the Workforce. The Employer shall inform the workforce upon receipt of RIF authority.

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

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

**Section 5. Regulatory Procedures.** Office of Personnel Management (OPM) and Agency regulations covering RIF shall be utilized throughout the RIF process.

**Section 6. Competitive Levels.** The Employer agrees to establish appropriate competitive levels to assure interchangeability of employees without undue interruptions of the work program. In accordance with appropriate regulation, a competitive level will consist of positions of the same grade, same classification series, and similar enough in duties, qualifications, pay schedules, and working conditions so that the incumbent of one position can successfully perform the critical elements of any other position in the level upon assignment to it, without loss of productivity.

**Section 7. Employee Qualifications.** The Employer shall encourage all employees to update their official personnel folder (OPF) to assure that their experience and qualifications are accurately reflected in their OPF prior to the cut-off date listed in the RIF announcement.

**Section 8. Retention Registers.** The Employer agrees to establish retention registers and maintain them during the implementation of the RIF procedure. When it is determined to conduct a RIF, the Employer shall furnish a copy of the retention registers to the Union. The release of information will be in accordance with the Privacy Act of 1974 and/or 5 CFR 297.

**Section 9. Vacancies.**

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

**Section 10. Contents of Notice.** The Employer agrees to provide general notification to employees of a pending RIF with as much advance notice as practicable. This general notification shall include the cutoff date when employees will no longer be able to update their OPF.

- a. The employee shall be furnished a specific RIF notice a minimum of 60 calendar days prior to the effective date. The notice will contain, as a minimum:
  - (1) The specific personnel action to be taken;
  - (2) The effective date of the action;
  - (3) The employee's competitive area, competitive level, subgroup, service date, and annual performance ratings received during the last three years;
  - (4) The place where the employee may inspect the regulations and records pertinent to their situation; and
  - (5) Appeal rights.
- b. The employee will be offered the opportunity to be counseled on the RIF personnel action. In this counseling, the employee will be entitled to union representation.

- c. The Employer will provide employees information on job opportunities, retirement options, severance pay, and other benefits which may be applicable to their individual situation.
- d. Employees will be given seven (7) calendar days to accept or reject an initial job offer. For amendments or subsequent offers, Employees will be given three (3) working days. Failure to respond to the offer in the time limits prescribed will be considered a rejection of the offer.
- e. The parties recognize that the original notification to an individual employee may be amended up to the effective date of the RIF action.

**Section 11. Appeal Rights.** Employees who are adversely affected by the RIF procedures will be notified of any appropriate appeal rights to the U.S. Merit Systems Protection Board. The appeal of any RIF action is specifically excluded from any grievance procedure, either negotiated or used by the parties through past practice.

**Section 12. Outplacement Program.** The Employer agrees to provide an outplacement counseling program. The primary emphasis of this program will be on securing Federal employment for those employees to be separated.

**Section 13. Repromotion Register.**

- a. The Employer agrees to establish repromotion registers containing the names of all employees who are downgraded without cause. The Employer agrees to provide the Union with a copy of the repromotion register upon written request to the CPAC.
- b. Repromotion to positions of former grades will be in accordance with OPM and Agency regulations.

**Section 14. Reemployment Register.** In accordance with appropriate regulations, the Employer agrees to establish and maintain a reemployment register for employees separated by RIF. Employees on the register will be considered for employment prior to filling vacancies from other sources in accordance with 5 CFR Part 330.201.

**Section 15. Competitive Area.** The Employer agrees to meet and confer with the Union when establishing or changing the competitive area.

**Section 16. 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 sixty (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 Unit information that explains TOF and the associated rights, privileges, benefits, etc., available to employees under applicable regulation.

**Section 17. Furlough.** In the event of a furlough initiated by the Employer, the Parties will meet, if requested by the Union, to negotiate over such action to the extent required by law.

## **ARTICLE 19: HOURS OF WORK**

**Section 1. General.** Full-time employees are required to work 80 hours over a two week pay period. The hours for part-time employees and students can be less than 80 hours.

### **Section 2. Definitions.**

- a. Basic Work Requirement: The number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.
- b. Compressed Work Schedule (CWS): In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by an agency for less than 10 workdays; and in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by an agency for less than 10 workdays and that may require the employee to work more than 8 hours in a day.
- c. Credit Hours: Those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday.
- d. Flexitour: A type of flexible work schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed until the Agency provides an opportunity to select different starting and stopping times.
- e. In Lieu Of Holiday: If a holiday falls on an employee's non-workday, other than Sunday, the employee's preceding workday will be the designated the "in lieu of" holiday. If the holiday falls on a Sunday non-workday of an employee, the subsequent workday will be the employee's designated "in lieu of" holiday.
- f. Seniority: An employee's length of service determined by the unadjusted official leave service computation date (SCD) maintained in the Civilian Personnel Office and shown in block 31 of all SF-50s.
- g. Tour of Duty: Under a flexible work schedule, means the limits set by an agency within which an employee must meet his or her basic work requirement. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement.

### **Section 3. General Provisions.**

- a. Work Hours. An employee's work hours may range from 0600 to 1800 hours, Monday through Friday. Starting times may vary in 15 minute increments between 0600 and 0830.

- b. Lunch Periods. Lunch periods must be scheduled for at least 30 minutes. Lunch must be taken between 1100 and 1300, as approved by the employee's supervisor. Lunch periods are considered non-duty time.
- c. Breaks. An employee shall be granted a 10 minute rest period, once in the morning and once in the afternoon, which may not be combined with the lunch period.
- d. Work Schedule Changes. Employees may request changes to work schedules and/or tour of duty every 90 days. Supervisors may grant exceptions on a case by case basis.
- e. Holidays. Employees will be granted holiday time equal to the number of hours the employee is regularly scheduled to work. If a Federal Holiday falls on an employee's Regular Day Off (RDO) while on a Compressed Work Schedule (CWS), an "in lieu of" holiday will be taken as defined above.
- f. Leave Hours. Employees will be required to use the amount of sick, or annual, or other leave needed to cover the scheduled hours in the duty day, e.g., a scheduled 9 hour day will require 9 hours of leave. Exceptions to the work schedule can be used to accommodate the conservation of either annual or sick leave.

**Section 4. Flexitour.**

- a. All schedules must comply with Section 3 and Section 8 contained within this Article.
- b. Employees must work ten (10) eight-hour days each pay period.
- c. A flexitour schedule can be requested and approved with differing start/end time for each day of the week.

**Section 5. Flexitour with Credit Hours.**

- a. All schedules must comply with Section 3 and Section 8 contained within this Article.
- b. Employees may work more than the basic work requirements on a given workday or workweek. In this manner, credit hours can be earned to be used in any subsequent pay period. Hours approved and worked in excess of eight (8) hours per day may be identified as credit hours (earned credit hours are limited to two (2) hours per workday) and shall not be compensated as overtime hours.
- c. In order to earn credit hours, a written request must be made to the supervisor and approved by the supervisor. Employees must also include their current credit hour balance.

d. Working credit hours is always subject to prior approval by the employee's supervisor. Supervisors shall respond in a timely manner. If disapproved, rationale will be provided to the employee.

e. Rules for earning credit hours:

(1) Employees may accumulate up to 24 credit hours. Part-time employees may accumulate credit hours up to one quarter (1/4) the number of their bi-weekly scheduled hours.

(2) Employees may not earn more than two (2) credit hours per day.

(3) Credit hours will be the hour(s) worked outside the employee's flexitour schedule that are not compensated as overtime or compensatory time as defined by 5 USC Chapter 61.

(4) Credit hours may only be earned between 0600-1800, Monday thru Friday.

(5) The minimum increment for earning or using credit hours is 15 minutes.

(6) An employee may not accumulate more than 24 credit hours at any point in time. Employees with a 24 credit hour balance must use credit hours prior to earning more. Any hours in excess of 24 hours will be forfeited.

(7) Credit hours will not be earned for attending training.

(8) An employee not present for duty on a day credit hours were requested and approved cannot be charged more than eight (8) hours of leave.

(9) Credit hours may not be earned during travel/TDY.

f. Rules for taking credit hours:

(1) Credit hours taken will be administered the same as annual leave.

(2) Supervisors may only approve the use of credit hours that are on record at the beginning of the pay period.

(3) Supervisors may require employees participating in the credit hour program to record their hours worked on a daily basis, either in writing or in the timekeeping system.

(4) Employees and supervisors are encouraged to schedule and use all credit hours prior to leaving ARDEC-RI in order to keep this option viable and cost neutral. This includes transfer to another agency, retiring, or leaving government service.

(5) Employees and supervisors are required to schedule and use all credit hours prior to switching to a different work schedule in order to keep this option viable and cost neutral.

**Section 6. 5/4/9 Compressed Work Schedule (CWS).**

- a. All schedules must comply with Section 3 and Section 8 contained within this Article.
- b. Employees must work eight (8) nine-hour days and one (1) eight-hour day each pay period. Employees must also have one (1) RDO each pay period.
- c. The tour of duty will be the same each workday of the pay period, with the exception of the eight-hour day.
- d. An employee's RDO can be scheduled on any day. Subject to mission requirements, employees with the highest SCD will be provided their preference regarding which day will be designated as their RDO.
- e. For the purposes of military leave, a work day shall be defined as a standard 8 hour day. Therefore, during a pay period in which military leave is utilized, an employee will convert to a flexitour 5/8 schedule. While on military leave, an employee may not earn or use credit hours since such hours fall outside the employees regularly scheduled flexitour work hours.
- f. In the event of a planned shutdown, see Article 21, Leave.

**Section 7. 4-1/2/9 Alternate Work Schedule (AWS).**

- a. All schedules must comply with Section 3 and Section 8 contained within this Article.
- b. Employees must work four (4) nine-hour days and one (1) four-hour day each week. The four-hour day will be scheduled on Friday; on a case by case basis exceptions may be allowed.
- c. The tour of duty will be the same each day of the pay period, with the exception of the two (2) four-hour days. Both four-hour days will have the same starting and ending times.
- d. If a holiday falls on the four-hour day, the employee will only be granted four (4) hours of holiday leave.

**Section 8. Establishing an Individual Work Schedule/Tour of Duty.**

- a. The employee's proposed schedule will specify 80 hours over a pay period to include starting and quitting times. The proposed schedule will be submitted to the immediate supervisor for approval.

b. The supervisor will review the employee's proposed schedule considering the employee's desires, so far as practicable, in assuring the job requirements and overall mission accomplishments are met. Subject to mission requirements as determined by the supervisor, conflicts between employees' requested RDO will be resolved by seniority (service computation date).

c. If an employee's requested schedule cannot be approved, the supervisor will discuss the need for a different schedule with the employee. If this discussion does not result in a specific schedule that is agreeable to both parties, the Employer shall determine the work schedule, shift, or tour of duty the employee will work. The supervisor shall then provide the employee with a written reason(s) for disapproval and the assigned work schedule.

d. The Employer retains the right to establish tours of duty or work schedules. The Employer also retains the right to implement or determine changes to existing work schedules to meet mission needs. The Employer will provide the employee as much advance notice as possible of such changes. When the mission requirement is accomplished, the employee will return to their approved work schedule.

e. A work schedule change must be requested and approved prior to the beginning of a pay period.

f. An employee may request an exception to their approved schedule to conserve annual and/or sick leave, etc. within the other provisions contained in this Article.

(1) An exception is not to be used on a recurring basis nor is the exception to be used to permanently alter an employee's approved schedule.

(2) The exception will be for that pay period only.

(3) An exception of more than 30 minutes will normally be submitted to an employee's immediate supervisor one day prior to the workday being changed. This includes all changes to starting times, quitting times, and lunch periods.

(4) An employee may request to move the eight-hour day or RDO. Switching for this purpose will only be authorized for an entire workday, not a portion of the day.

(5) Supervisors are encouraged to grant exceptions when appropriate if it benefits the agency and employee. Supervisors may disapprove a request only if the exception does not support mission requirements.

(6) Any approved exception of an employee's schedule will not impact upon another employee's approved schedule.

g. An employee's approved duty schedule may require temporary adjustments by the Employer to accommodate meetings, conferences, changes to workload requirements, TDY assignments, training courses, and/or special projects. When temporary

adjustments are required the supervisor will notify the employee before the end of the tour of duty the previous day so employees can make arrangement to report for the revised temporary work schedule.

## **ARTICLE 20: OVERTIME AND COMPENSATORY TIME**

**Section 1. General.** Overtime shall be documented, approved, and compensated in accordance with applicable laws and regulations. Compensatory time is time off granted to employees in lieu of payment for overtime. Overtime and compensatory time are not an absolute employee right and are always subject to approval by the Employer.

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

a. Employees shall be able to request compensatory time off in lieu of paid overtime.

b. If an employee earns compensatory time off, the employee and supervisor will work together to schedule the compensatory time off at a mutually agreeable time prior to the end of twenty-six (26) pay periods from the date it was accrued. Earned compensatory time off will be administered in the same manner, 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 under certain circumstances be directed to receive compensatory time off in lieu of paid overtime for any/all hours of overtime worked in accordance with 5 CFR 550.114. Employees who are non-exempt from the FLSA are entitled to receive paid overtime for any/all overtime hours worked unless compensatory time off is requested.

**Section 3. Distribution.** Overtime opportunities shall be distributed fairly and equitably to all employees in their particular job classification, cost center, and program. Individual employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work. In the event full requirements are not met, the Employer will direct individual employees to work as required.

**Section 4. Work in Progress.** It is understood that where overtime of short duration is required for projects on specific programs, work to complete these projects will normally be given to the employee or employees working on that program. The Employer may, however, direct any employee to work overtime whom the Employer deems has the necessary technical competence to complete mission requirements in the most efficient manner. The Employer will not exercise this right solely for the purpose of circumventing the equitable distribution of overtime.

**Section 5. Authorization for Employee Initiated Overtime Requests.** The Employer may approve overtime to meet critical mission needs.

a. An employee initiated request shall be submitted to the Employer with justification to work overtime in advance of performing the actual work. The Employer then has the responsibility to verify the justification prior to evaluating the need to approve/disapprove the request.

b. On occasion, overtime must be worked without prior approval in order to meet mission needs. As soon as possible, the employee shall notify the Employer and

request overtime with an explanation of the circumstances that require the work to be performed.

**Section 6. Records.** Each supervisor shall maintain records of overtime worked in their area of responsibility and shall present these records to the steward of the area involved for review when requested.

**Section 7. Advance Notice of Employer Initiated Overtime.** The Employer agrees to give employees as much advance notice as practicable when overtime is required. If possible, this notice shall be given forty-eight (48) hours (two workdays) in advance. When notice is not given 48 hours in advance, the employee will not be required to work overtime if the full requirements of the overtime can be met using other qualified personnel or other means.

**Section 8. After-Hours Work Requests.**

a. Employees who are required by the Employer to work outside of their normal duty schedule, and are not at their duty station are entitled to overtime. This includes, but is not limited to, the following:

(1) Contact by the Employer requesting information or action that cannot wait until the next scheduled workday. Employees will receive overtime equal to the time worked in satisfying the Employer's request. The minimum time credit is fifteen (15) minutes for each work request. Brief phone calls do not qualify as a work request.

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

b. For purposes of this article, creditable after-hour work requests may be made by supervisors and/or work customers.

(1) Supervisors who specifically request the employee to work outside of the normal workday will authorize the employee to receive overtime for the work to be performed.

(2) When contacted by work customers (e.g. personnel from HQ AMC, HQ RDECOM, ARDEC Picatinny, ASC, JMC, JMTC, TACOM, and various PMs) the employee will contact their supervisor, or if unavailable notify/seek approval from the next supervisor in the chain of command, for overtime authorization prior to performing the work request.

c. Upon returning to work, employees will submit overtime requests for the after-hours work performed.

d. The Employer will be respectful of employees' private lives and limit after-hours contact to situations that are of a significant magnitude.

**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 premise, 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; or
  - (2) Has their activities substantially limited; or
  - (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 call-back radius.
- b. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

**Section 11. TDY.** Employees are expected to receive approval from the Employer prior to their departure when there is a potential for working overtime on TDY.

**Section 12. Compensation.** In all cases, employees will be compensated for work performed in accordance with the law.

## **ARTICLE 21: LEAVE**

**Section 1. Annual Leave.** Employees shall earn annual leave in accordance with applicable laws and regulations. Annual leave is an entitlement by law. The supervisor shall make every reasonable effort to grant the use of annual leave as requested by the employee, consistent with the operational requirements of the Employer. 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.

- a. The number of employees granted annual leave during any given period shall be governed by the workload requirements. When an application for leave has been submitted, approved, and signed by the responsible supervisor, such leave shall not be cancelled by the Employer, except for compelling circumstances. At the request of the employee, cancellations will be in writing and will include the reasons for the denial. Conflicts in proposed schedules shall be resolved through discussion with the supervisor, taking into consideration such factors as personal need and whether the employee was able to take leave at desired times during previous years. If such consultation fails to resolve the conflict, it shall be resolved according to seniority, based on the Service Computation Date.
- b. For vacation purposes, supervisors, insofar as practical, will schedule annual leave in a manner which permits each employee, if they wish, to take at least two (2) consecutive weeks in each year.
- c. Each employee shall be responsible for planning and making a timely request for annual leave for vacation purposes in accordance with the employee's personal desires. Tentative leave schedules for vacation should be established.
- d. When applications for leave are submitted, the supervisor shall give notification of disposition within two (2) workdays.
- e. Each supervisor shall establish a call-in chain of authority for granting emergency annual leave.
- f. When employees call to request emergency annual leave, they will inform the Supervisor of the general reasons for the request. The Supervisor will indicate approval or disapproval of the leave orally. If the leave is disapproved, the employee will be afforded a reasonable period of time to report for duty as specified by the Supervisor. Upon return to duty, the Employee will immediately furnish the appropriate leave request to the Supervisor. The Supervisor will provide written reasons for denial to the Employee.

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

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

**Section 4. Court Leave.**

- a. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty or serve as a witness on behalf of either Party in a court case involving the U.S. Government, the Government of the District of Columbia, State or Local Government, including a Military Court.
- b. Employees called to court for civil purposes must take leave. Employees subpoenaed to appear in civil court as a defendant or witness, leave will be granted in accordance with applicable laws and regulations. Employees may also be allowed to adjust their work schedule to make up the time required to attend the court proceedings.
- c. An employee excused or released by the court for a day or a substantial portion of a day is expected to return to duty. An employee should contact the supervisor for a determination on work status for the remainder of the workday. An employee's failure to contact the supervisor could result in a charge to annual leave, leave-without-pay, or absence without leave (AWOL) for the remainder of the workday.
- d. Court leave can only be granted for those days and hours the employee would otherwise be in a pay status.
- e. When an employee is called for court services, either as a witness or a juror, the court order, subpoena, or summons, if one was issued, must be presented to Management as far in advance as possible. Upon return to duty, written evidence of attendance at court is required, showing the dates (and hours if possible) of the service. Generally, such statements may be obtained from the clerk of the court. The court order, subpoena, or summons is not required as a permanent record and should be disposed of in the same manner as other leave records.

**Section 5. Sick Leave.**

- a. Employees shall accrue sick leave in accordance with applicable laws and regulations.
- b. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties by illness, injury, or other circumstances as set forth in regulations to include medical, dental, or optical appointments; or care of family members in instances of communicable diseases. Employees will submit advance

requests for sick leave for doctor and dentist appointments, outpatient treatments or tests and examinations, and any other medical procedures.

c. Employees are responsible for notifying their immediate supervisor or designated representative when they are prevented from reporting to work because of an incapacitating illness or injury. Notification shall be made as soon as possible, normally within two (2) hours after the normal starting tour of duty. Any leave denial will be documented in writing and provided to the Employee. Supervisors or their designated representative for approval of leave will identify concerns of leave usage to employees when the employee calls in to report the absence.

d. When an Employee becomes sick or incapacitated on the job, they shall notify the Supervisor or appropriate authority.

e. An employee may be required to furnish a doctor's certification of sickness for absence on sick leave over 3 full workdays of continuous duration, or for a lesser period when the Employer determines it necessary.

f. Upon return to duty the employee will submit a sick leave request and, when appropriate, the doctor's certification.

g. If a Supervisor denies a request for sick leave, either in advance or after the fact, the Supervisor will provide a written reason for denial. The written reason may be recorded on the Employee's leave request. When the applications for sick leave are submitted, the Supervisor shall give notification within one (1) workday.

h. Each supervisor will establish a call-in chain of authority, including a telephone number for employees to report absences due to illness.

i. An approved absence, which would otherwise be chargeable to sick leave, may be charged to annual leave, if requested by the employee and approved by the Supervisor.

**Section 6. Leave Increments.** Employees will be permitted to take leave in 15 minute increments.

**Section 7. Advanced Sick Leave and Annual Leave.**

a. The Employer agrees to evaluate all requests for advanced sick or annual leave on the merits of the specific request.

b. The Employer may approve reasonable and legitimate requests for advanced sick leave of up to 240 hours. Approval of annual leave is limited to the balance to be earned during the remainder of the leave year.

c. The Employer agrees to provide the requestor, in a timely manner, with reasons why requests are modified or refused in writing.

**Section 8. Sick Leave Control.** The following procedures will be utilized for the purposes of control of sick leave. Supervisors should prudently scrutinize the use of sick leave.

- a. When the supervisor notices excessive usage of sick leave, the supervisor will interview the employee to ascertain the reason for sick leave usage and to assist in determining if sick leave usage is related to employment, environment, or other extenuating circumstances. Interviews of this type are not to be considered derogatory in nature and no official record of these discussions will be maintained.
- b. If, after utilizing the procedure specified in (a) above, and sick leave abuse is indicated, the supervisor will inform the employee of the reason(s) the supervisor believes there is abuse, will counsel the employee in private, and will document the counseling in the supervisor's personnel file. Normally, an employee will be counseled prior to being placed on a sick leave restriction. Only after the employee uses unsupported sick leave, subsequent to the counseling, may the employee be given a written notice on a standard leave restriction form (RIA FL 690-1, "Official Written Notice on Use of Leave"). When placed on a sick leave restriction, the employee will be informed that a doctor's certification will be required to support future requests for sick leave. This requirement will remain in effect for a period of ninety (90) days. At the end of the ninety (90) day period, the supervisor may extend or rescind the restriction based on the employee's usage of leave during the restriction period. The employee will be notified of the disposition of the restriction in writing.
- c. When compelling evidence exists to indicate sick leave abuse, the supervisor may place an employee on sick leave restriction at any time.
- d. Exceeding sick leave goals of this or higher headquarters does not constitute sick leave abuse in and of itself, and supervisors will not utilize low leave balances as the only justification for determining sick leave abuse.

**Section 9. Weather and Road Conditions.**

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

**Section 10. Voting.** Employees scheduled to work on any election day, and who are also eligible to vote in such an election, may be excused without charge to leave or loss of pay as follows:

- a. As a general rule, when the polls are not open at least three (3) hours before or after an employee's regular hours of work, they may be granted an amount of administrative leave which will permit him/her to report for work three (3) hours after

the polls open, or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

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

**Section 11. Family Medical Leave Act.** The Parties agree to be bound by the provisions of the Family Medical Leave Act (FMLA), to include any amendments.

**Section 12. Educational Leave.** Employees may request leave without pay not to exceed one (1) year for educational purposes which would contribute to the best interests of the organization. Approval of such requests is at the discretion of the Employer based on the Employer's determination of whether the proposed request would contribute to the best interests of the organization.

**Section 13. Group Dismissals.** In the event of extreme adverse weather conditions, breakdown of equipment, environmental pollution/conditions, or acts of God, and the Employer has decided excused leave is in order, employees may be excused without charge to leave or loss of pay as authorized by regulations.

**Section 14. Shutdown.**

a. The Employer may exercise its discretion to shut down operations for all, or a portion of its activities for up to forty (40) hours in a calendar year. Employees shall be required to use annual leave, and/or leave without pay, to cover the period of the shutdown. The Employer agrees to authorize an advance of annual leave to cover the period of the shutdown, limited to the amount of annual leave that the employee would earn during the remainder of the leave year, or any combination thereof.

b. Excluded from this provision are shutdowns of an emergency nature required by acts of God or emergency situations, such as loss of utilities, etc. Likewise, this shall not be construed to limit Management's right to lay off employees through furlough.

c. Normally, the Union will be notified at least 60 calendar days in advance for each scheduled shutdown of 8 hours or less, except in cases of extreme emergency. The period of shutdown will normally coincide with a holiday period; i.e. Christmas, Thanksgiving, Independence Day, etc. No employee will be precluded from holiday pay, if appropriate, because of use of leave during a holiday period.

d. Employees may have their annual leave or LWOP converted to sick leave for all or a portion of the shutdown, if acceptable supporting evidence is submitted to the supervisor.

e. In the event that a portion of the Unit is needed to work during the period of the shutdown, the following procedures will apply:

(1) The Employer will post the staffing needs as far in advance as possible, normally not less than two (2) pay periods prior to the shutdown.

(2) All employees with the required qualifications will be given the opportunity to volunteer to work. In the case when there are more volunteers than are needed, selection of employees to work will be made in the order of seniority SCD.

f. If there are insufficient volunteers available, employees will be assigned to work the period of the shutdown in inverse order of seniority SCD.

g. Employees called in to work during a shutdown period will be paid in accordance with law.

h. In the event of a planned shutdown, employees who are working a CWS may elect to switch their scheduled 8 hour work day and/or their RDO into the timeframe of the planned shutdown. RDOs and 8 hour days will only be moved within the same pay period.

#### **Section 15. Bereavement Leave.**

a. In the event of a death in the immediate family, employees can request leave under the provisions of the Family Friendly Leave program for the purpose of making arrangements and attending the funeral of the family member.

b. Employees may also request and be granted annual leave for grieving purposes after the funeral of the family member. This 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.

**Section 16. Leave Without Pay (LWOP).** Leave-without-pay is a temporary non-pay status and an authorized absence from duty. Management may approve LWOP when an employee has insufficient annual, sick leave, or compensatory time available to cover an approved absence. An employee does not have to exhaust annual or sick leave before requesting LWOP. The supervisor may approve LWOP in accordance with governing regulations, to include the FMLA.

#### **Section 17. 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. Employees must report delays addressed in this section to their supervisor upon arrival.

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. The

provisions of sub paragraph (d) may be combined with the provisions of this sub paragraph.

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 will normally be excused by the supervisor, except in cases of extenuating circumstances.

**Section 18. Duty Travel Transition Period.** Employees may be granted an excused absence prior to and upon completion of official duty travel, subject to mission needs and to the extent that the employee is in a duty status. The amount of time granted may be up to three (3) hours prior to departure and up to two (2) hours after arrival at the transportation terminal or employee's home (when traveling by privately owned vehicle).

## **ARTICLE 22: FLEXIBLE WORK PLACE**

**Section 1. General.** Flexible Work Place refers to Flexiplace and Telework paid employment opportunities performed at an alternate work location, rather than at the employee's normal duty station. The Parties agree that Flexible Work Place programs are not an entitlement and are not suitable in every situation. Flexible Work Place programs have the potential to provide flexibility for both the Employer and employees while allowing the Employer additional strategies for accomplishing mission and dealing with crises. Flexible Work Place has the potential to provide productive advantages for the organization by maintaining employee morale, competency, and productivity. Flexible Work Place programs can also benefit the environment.

**Section 2. Telework.** The parties agree that implementation of Telework will be in accordance with ARDEC Telework Policy (TW), dated 19 May 2011. Any changes to this Telework Policy shall be subject to Article 7, Matters Appropriate for Negotiation.

**Section 3. Flexiplace.** Flexiplace may be considered when the ARDEC Telework Policy cannot be used. Flexiplace permits temporary/part time tours of duty at an alternate work site.

- a. Specific Flexiplace arrangements can be made on a case by case basis, by agreement between a supervisor and employee. Situations appropriate for Flexiplace include, but are not limited to:
  - (1) Due to a temporary medical restriction or condition, an employee is not able to report to the office. In this circumstance, the employee must provide a medical determination that the employee is incapable of reporting to the work place, but is capable of working at home.
  - (2) An employee exercising their rights under the Family and Medical Leave Act.
- b. Requests for a Flexiplace arrangement will be made to the employee's supervisor.
- c. There must be work available at the employee's current grade level which can be performed by the employee at home. The employee may provide input to the supervisor regarding the duties to be performed; however, the final decision rests with the Employer whether there is appropriate work available and whether the scope of the work is sufficient to maintain the employee's current grade.
- d. Once the supervisor has determined that an employee may be a candidate for a Flexiplace arrangement, the supervisor and employee will work to prepare a Flexiplace work agreement. The employee may not begin the Flexiplace arrangement until the work agreement is complete and approved by the Employer.
- e. Any premium or overtime pay must be approved in advance by the Employer.
- f. In all cases, the Employer retains the sole right to determine whether an employee will be able to participate in a Flexiplace arrangement.

## **ARTICLE 23: TRAVEL**

**Section 1. Travel Conditions.** When travel is required as part of an employee's assignment, the desires, convenience, and comfort of the employee will be solicited and will be considered. Any excess cost to the Government resulting from expressed desires of the employee will not be authorized; however, the employee may bear such expense and any additional liabilities on their own. Employees will not be required to travel in Government aircraft or nonscheduled commercial aircraft without their consent, except as provided in Joint Travel Regulations. Any employee required to travel by the Employer, will be expected to exercise the same care in incurring expenses that a prudent person would exercise when traveling at his own expense. Any employee who is required to travel in performance of their duty must agree to travel by air as a normal mode of transportation except when bona fide medical reasons preclude air travel and is supported by a medical certificate. Additional exception to required air travel method would be if employee can show cost savings to Government or agency by employing an alternate method of transportation other than air travel.

### **Section 2. Travel Time.**

- a. When it is essential to meet mission requirements, employees may be required to travel during non-duty hours. In accordance with the JTR, an employee on official travel shall not be required to travel during unreasonable hours at night (2400-0600) except for mission requirements. If an employee travels between 2400-0600, they may be granted an 8 hour rest period prior to reporting to duty subject to mission requirements. The rest period begins at the time of airport departure.
- b. When an employee is required to travel during non-duty hours, the employee will be compensated in accordance with applicable regulation and law.
- c. The Employer may not adjust an employee's normal regularly scheduled administrative workweek solely to include travel hours that would not otherwise be considered hours of work.
- d. OCONUS. Employees required to travel from OCONUS TDY and who have a total flight time or travel time exceeding 14 hours will be afforded a rest period (not to exceed 18 hrs).

**Section 3. Travel Compensatory Time.** Travel compensatory time is a separate form of compensatory time that may be earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable IAW 5 CFR Part 550.1404(d). This includes:

- a. Time spent traveling between the official duty station and a temporary duty station.
- b. Time spent traveling between the two temporary duty stations, as outlined in law.
- c. The usual wait time that precedes (waiting for initial flight) or interrupts such travel (waiting for connecting flights).

- d. Time spent through no fault of employee due to excessive or multiple delays.
- e. The travel compensatory time ends when the traveler reaches their duty station or lodging, whichever occurs first.

**Section 4. Documentation and Authorization for Travel Compensatory Time.** In advance of the commencement of travel, an employee must submit a request for estimated travel compensatory time to the employee's supervisor in coordination with the temporary duty request. The supervisor validates the request and any supporting documentation prior to approving the request. On occasion, travel compensatory time occurs without prior documented approval; i.e., unforeseen changes in commercial transportation schedules resulted in additional travel time outside of normal workday hours. Travel compensatory time requests will be documented and submitted after the fact.

**Section 5. Travel Compensatory Time Procedures.**

- a. Employee official duty schedules cannot be adjusted solely to avoid accrual of travel compensatory time. Employees will make every effort to travel within normal duty hours as much as possible.
- b. When an employee travels at a time other than the time selected by the Employer, Management will determine the estimated amount of time in a travel status the employee would have had if the employee had traveled at the time selected by Management. Management must credit the employee with the lesser of:
  - (1) The estimated time in a travel status the employee would have had if the employee had traveled at the time selected by Management; or
  - (2) The employee's actual time in a travel status at a time other than that selected by Management.
- c. With management approval, employees may choose to travel outside of non-duty hours to avoid an additional overnight stay. Travel compensatory time will be earned for the time spent in travel status.
- d. When there is a change in travel schedule that results in travel compensatory time that was not previously approved, employees will make reasonable attempts to contact the supervisor or a designated approving official to obtain approval for the additional travel compensatory time.
- e. An employee may not earn travel compensatory time during basic (non-overtime) holiday hours because the employee is entitled to his or her rate of basic pay for those hours. Travel compensatory time may be earned by an employee only for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable.
- f. Meal times are creditable toward travel compensatory time. The meal time must occur during non-duty hours to be eligible for travel compensatory time.

- g. Employees have 26 pay periods to use travel compensatory time earned.
  - (1) Travel compensatory time is lost unless it is used within 26 pay periods of when it was earned.
  - (2) Travel compensatory time is used in the same chronological order as it was earned.
  - (3) Those employees temporarily performing military services will have travel compensatory time held in abeyance and will have 26 pay periods to use earned travel compensatory time when they return.
- h. An employee must use their accrued travel compensatory time by the end of the 26th pay period after the pay period during which it was earned or the employee must forfeit such travel compensatory time off, except under certain circumstances.

**Section 6. Use of Travel Compensatory Time vs. Annual or Sick Leave.** An employee may request the use of travel compensatory time in lieu of annual or sick leave. A request for compensatory time vs. annual or sick leave is submitted to the supervisor for approval. Travel compensatory time used in lieu of annual or sick leave will be entered on the labor tally.

**Section 7. Scheduling Consideration.** An employee on temporary duty may request to delay their return until the following morning if the purpose is to avoid at least three (3) hours of travel during non-duty time. Travel on an earlier or later workday to avoid travel on a non-workday, or travel outside of scheduled official duty time, and solely for the convenience of the traveler, will not be a basis for extending a period of official travel allowances.

**Section 8. Notice for Travel.** Employees will be given the maximum amount of advance notice that mission permits.

**Section 9. Submission of Travel Vouchers.** Travel vouchers will be submitted within five (5) business days upon completion of travel, absent extenuating circumstances. The Employer may request receipts for any amount when a travel claim is expected to be fraudulent.

**Section 10. Use of Government Quarters.** The use of Government Quarters will be in accordance with the Joint Travel Regulations.

**Section 11. Travel Delay.** If employee is notified by carrier or travel agency that travel will be interrupted or delayed by more than 8 hours the employee will be authorized to leave the transport facility and seek appropriate shelter or another mode of transportation. At time of entrance into place of rest or shelter, compensatory time will cease. Employee will also be authorized per diem for the location at which they are being delayed.

**Section 12. Communications.**

- a. Employees shall be authorized a 3 minute call home upon arrival at TDY location.
- b. All required phone calls from TDY location will be authorized in DTS.

c. When employee's returning from TDY are delayed enroute for more than (2) hours, through no fault of their own, they will be reimbursed, after submitting a receipt, the charge for one (1) three minute, long distance phone call to their residence.

## **ARTICLE 24: TRAINING**

**Section 1. General.** Although personnel are basically qualified to perform their assigned duties as a prerequisite to employment, the Parties recognize the possible need for additional training to develop, enhance, or refresh the skills, knowledge, and abilities that will best qualify employees for the performance of official duties. Employees are responsible for creating and maintaining their individual development plans (IDP), achieving necessary Continuous Learning Points (CLP's), and achieving necessary certification at the proper level in their current job field assignment.

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

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

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

**Section 4. Scheduling of Training.** It shall be a matter of interest and concern for the Employer that appropriate training courses, seminars, conferences, and meetings be scheduled during duty hours, if practicable, whenever such training is required in the performance of official duties or directed by Management.

**Section 5. Training Applicability.** Mandatory attendance at any resident school will be in accordance with approved regulations.

**Section 6. Training Records.** The Employer will record all training for both job-related and self-development training if the request was formally processed as a training request. The employee may enter into the Official Personnel Folder any training of a self-development nature that can be verified. This does not relieve the employee of his individual responsibility to maintain his personnel folder current and complete to fully reflect the total employment experience, training, and education. The Union agrees to encourage employees to review their personnel folders to assure that training records are accurately recorded.

**Section 7. Reimbursement Considerations.** The Employer agrees to extend every reasonable consideration to the reimbursement of expenses incurred by the employee in attendance at work-

related courses and which meet the 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).
- 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.
- e. Failure to complete the training successfully may be cause for the employee to reimburse the agency for all associated training costs. Prior to any decision to require reimbursement, the employee will be given an opportunity to discuss and review any extenuating circumstances.

## **ARTICLE 25: USE OF OFFICIAL FACILITIES AND SERVICES**

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

### **Section 2. Union Office.**

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

### **Section 3. Official Bulletin Boards.**

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

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

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

### **Section 6. Equipment.**

- a. The Employer agrees to authorize the use of one file cabinet to the Union.
- b. The Employer agrees to authorize the reasonable (i.e. negotiations, grievance proceedings, etc.) use of the Employer's office equipment (e.g. personal computers, scanners, laptop and copiers) to the Union to carry out representational business. Such equipment will not be used to carry out internal union business.

## **ARTICLE 26: CONTRACTING OUT OF WORK**

**Section 1. Commercial Activities under OMB Circular A-76.** The Employer will involve the workforce and the Union, as the representative of the bargaining unit, when conducting commercial activities, as allowed by pertinent laws regulations and statutes. However, nothing in this agreement shall affect the authority of the Employer, in accordance with applicable laws, to make determinations with respect to contracting out.

- a. Upon notification of the requirement to conduct a Commercial Activities study, the Employer will solicit Union input concerning potential areas to be studied.
- b. The Employer agrees to comply with OMB Circular A-76 and other applicable laws, rules, and regulations regarding the contracting out of the Employer's functions when such contracting out may impact on bargaining unit positions.
- c. The Employer will notify the Union as allowed by the OMB A-76 and provide the Union with an opportunity to provide comments and suggestions.
- d. The Employer will offer the Union the opportunity to provide input on the development of a performance work statement (PWS), design of a most efficient organization (MEO), and computation of the supporting cost study involving an in-house function presently performed by bargaining unit employees.
- e. The Employer will provide the Union with an opportunity to attend A-76 training offered by the Employer if it is relevant to the Union's participation in the A-76 process.
- f. The OMB Circular A-76 and the Federal Acquisition Regulation clause 52.207-03 provide for a right of first refusal for employees adversely affected.
- g. The parties recognize there is an exclusive statutory appeals process for A-76 studies which result in the contracting out of in-house functions, and is not subject to the negotiated grievance procedure.

**Section 2. Contracting Out of Work other than A-76.** In accordance with pertinent laws, regulations, and statutes, the parties acknowledge that the Employer may use contracting as a temporary means to obtain services if internal means are not available. Examples of those services include but are not limited to: work which may have to be performed through external means because of time constraints, limited availability of in-house manpower, lack of in-house expertise, introduction of a new technology, or resourcing limitations. If bargaining unit positions may be impacted due to changes in work processes or the way services are performed as a result of a proposed contracted service, coordination with the Union will be made and bargaining of the impact and implementation of these changes will occur, as required by Federal Labor Relations Law.

## **ARTICLE 27: EQUAL EMPLOYMENT OPPORTUNITY**

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

- a. Sexual harassment is defined as (1) influencing, offering to influence, or threatening the career, pay or job of another person--woman or man--in exchange for sexual favors; or (2) deliberate or repeated offensive comments, gestures, or physical contact of a sexual nature in a work or work related environment.
- b. Discrimination is defined as when individuals or classes of people receive disparate treatment and disparate effect because of their race, color, religion, sex, national origin, age, physical or mental handicap, or genetic information.

### **Section 2. EEO Counselors.**

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

**Section 3. Training.** Nomination and selection of employees to participate in training and career development programs and courses shall be made without regard to race, color, religion, sex, national origin, age, physical or mental handicap, or genetic information. To the extent possible, handicaps of individuals should be accommodated to allow them access to training to enhance their opportunity for career development and promotions.

**Section 4. Disciplinary Actions.** Anyone engaging in proven discriminatory practices against employees of the Unit will be subject to disciplinary actions, in accordance with applicable regulations.

**Section 5. Recognition.** The Employer agrees to recognize employees or union officials making noteworthy contributions, as determined by the Employer, to the advancement of equal employment opportunity or to the repression of discriminatory practices.

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

## **ARTICLE 28: SAFETY AND HEALTH**

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

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

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

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

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

**Section 5. Operation of Equipment.** Management will make every reasonable effort to assure that normally, only qualified employees, or employees in training, will be permitted/required to operate equipment or perform duties which could be self-injurious or injurious to other employees.

**Section 6. Facilities.** Management will make every reasonable effort to provide adequate lighting, heating, and ventilation in work areas; and normally, shall not require employees to work in overly crowded, dark, or unventilated areas. If it is determined that heat, light, ventilation, and space are not adequate in any work area, corrective action will be initiated by Management within a reasonable time period and subject to available resources.

**Section 7. Reporting Unsafe Conditions.** In the course of performing their assigned duties, employees should be alert to unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate area which represents suspected health hazards. If an alleged unsafe or unhealthy condition is observed, employees shall report it to the immediate supervisor. If the safety question is not settled at that time, the matter will be referred to director/staff office chief. If the safety question remains unsettled, it will be entered into the grievance procedure at the third step.

**Section 8. Request for Inspection.** Employees and union officials should make every effort to resolve complaints through the procedures of Section 7. However, any employee or union official who believes that an unsafe or unhealthy working condition exists in any workplace, is authorized to request an inspection of the workplace by the RIA Safety Office. Employees will not be subject to restraint, interference, coercion, discrimination, or reprisal by virtue of their participation in the Installation Occupational Safety and Health Program. Activities protected include the filing of reports of an unsafe or unhealthy working condition, the initiation of any proceedings under or related to this program, the exercise by such employees on their behalf, or of others, of any right afforded by OSHA and Executive Order 12196.

**Section 9. Occupational Health and Safety Training.** Management recognizes the need for training regarding occupational health and safety to ensure employee safety, and a minimum loss of work-time due to injuries. Management will inform all employees of safe working habits and practices appropriate to their job. Additionally, supervisors will instruct employees in safe working habits, practices, and procedures in regard to specific job assignments.

**Section 10. Union Safety Representative.** The Employer agrees to provide safety/health training to an individual designated by the Union. When formal training is being offered locally, the Union designee will be included in the training, if they have not had recent training of this type (i.e., Employee Right to Know, Basic CPR, First Aid, etc.) offered within the Unit, and other safety training as determined appropriate by the Parties.

**Section 11. Hazard Pay.** In accordance with applicable Law and regulation, employees will receive hazard pay differential for any period in which they are subjected to physical hardship or hazard not usually involved in carrying out the duties of their position.

**Section 12. Employee Injuries and Illnesses.**

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

possible, be detailed to work assignments compatible to their physical condition or their regularly assigned duties will be temporarily tailored to the physical limitations.

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

**Section 13. 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 offer a medical examination to an 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, working conditions, or other benefits based on medical reasons; and the Employer determines it cannot act further on the request without verification of the clinical findings.

c. Payments of examinations expenses and record keeping requirements will be in accordance with current regulations.

**Section 14. Health Services.**

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

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

(2) A physical examination to include eyes, ears, heart, lungs, and all major organ systems. Non-related physicals may be administered, subject to staffing considerations, only after all job-related physical examinations have been accomplished.

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

(4) Appropriate health information.

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

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

(7) Transportation for employees who become ill or are injured on the job are subject to one of the following: 1) 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, 2) ambulance service will be available should the circumstances warrant. No injured or sick employee will remain unattended while being transferred to the hospital; the U.S. Army Health Clinic shall determine whether the involved employee will be transported to a hospital. In the event these services are contracted out, these services will be subject to negotiation, as appropriate.

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

(1) Stop smoking clinics.

(2) CPR Training Program.

(3) Bloodborne Pathogen Education Program.

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

## **ARTICLE 29: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**Section 1. General.** The Employer agrees to continue to coordinate with the administrator of the local Employee Assistance Program for employees in the Unit, in accordance with applicable law and regulations. The local administrator shall be responsible for administering the program to include training and orienting supervisors, union officials and employees; maintaining liaison with community agencies, hospitals and civic groups regarding drug and alcohol abuse as well as other mental health issues; providing counseling services for employees (and their eligible family members); and a Council, on which the Union shall be represented, to advise on, review, and recommend policy concerning the program.

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

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

- a. Prevent alcohol, drug abuse, and mental health issues.
- b. Identify employees that may suffer from alcohol, drug abuse, other addictive behaviors, and other mental health issues; or those employees with potential for such problems.
- c. Restore alcohol and other drug abusers, and employees with personal difficulties to effective duty.

**Section 3. Employee Participation.**

- a. Employees may be referred to the program by the Employer, the Union, or other employees. Individual employee participation in the program shall be voluntary. A manager/supervisor, who suspects that an employee is under the influence of alcohol, may offer to the employee to perform a breathalyzer from the RIA Police Department. In the event the employee declines to take the breathalyzer, and the manager with staff advisors determines that the employee is not fit for the safe and efficient performance of official duties, the employee will be removed from official duty status for the remainder of the employee's work shift and will be carried in an appropriate leave status. Employees who report for duty under the influence of an intoxicant may be subject to the appropriate disciplinary action IAW RIAR 690-5 and AR 690-700.
- b. Employees under an initial proposal of disciplinary or adverse action shall be afforded the opportunity to participate in the Employee Assistance Program. An employee, who agrees to participate in a formal treatment program coordinated through EAP, may request a disciplinary action be held in abeyance pending successful completion of the program. Successful completion will be considered in

any proposed disciplinary action. If the employee is unsuccessful in participation in the program, the disciplinary action will be reinstated.

c. Employees have the right to the representative of their choice in the initial consultation meetings with the Employee Assistance Program counselors, provided the employee signs Consent of Disclosure form. Representatives at subsequent therapy sessions may be approved by the Employee Assistance Program counselor with the written consent of the employee. The Employee Assistance Program shall be designed so that employee success can be realistically achieved. Every reasonable effort to rehabilitate the affected employee will be made.

d. Employees seeking assistance from the EAP office, may do so on official duty time. In so doing, the employee must obtain permission of the supervisor prior to leaving the work site. When requesting permission, the employee is not required to disclose the nature of the visit, but must disclose the destination and duration, if known, of the visit. The Parties recognize that some situations are of such a personal nature to the employee; that the employee desires and deserves strict confidentiality. The EAP Office agrees to respect that confidentiality and will not disclose such discussions with the supervisor without the employee's express written consent, except when the EAP counselor determines that confidentiality may result in danger to an individual, the employee, or if child or elder abuse are disclosed. In accordance with the law, if the employee chooses to visit the EAP office on other than official duty time, the employee does not need to notify the supervisor unless they wish to do so. The EAP office will keep these non-duty hour meetings confidential except as above.

## **ARTICLE 30: 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 26 pay periods from the date the dues assignment was affected (received by Employer's Payroll Office) or the first full pay period in September, thereafter. 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 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 31: PARKING**

**Section 1.** Parking and the enforcement thereof shall be in accordance with the applicable regulations (RIAR 190-2).

**Section 2.** Normally, the Employer shall inform the Union prior to implementation of any significant changes to existing parking policy that has direct impact on employees in the Unit.

**Section 3.** Reserved spaces will be assigned to handicapped individuals as defined in RIAR 190-2.

## **ARTICLE 32: PARTNERSHIP**

**Section 1. General.** The U.S. Army Armament Research, Development and Engineering Center (ARDEC), Rock Island, Illinois, and the American Federation of Government Employees, Local 15, have entered into a Partnership. The Partnership has established an atmosphere of openness, mutual respect, trust and cooperation. The joint Partnership is committed to searching for solutions that promote an increase in quality, productivity, service, mission, efficiency, quality of work life, and military readiness, while working with the interest of both Labor and Management.

### **Section 2. Labor/Management Partnership Council (LMPC).**

- a. The Employer and the Union shall maintain a Labor/Management Partnership Council (LMPC) until or unless both parties mutually agree to dissolve the council.
- b. The LMPC membership will consist of the no more than 6 union and 6 management members.
- c. The LMPC will establish its own operating policies, procedures and ground rules.
- d. The LMPC has the authority to deal with any ARDEC Rock Island labor/management issue and recommend workforce improvements to the Negotiating Committee.
- e. CPAC will serve in an ad-hoc advisory role, advising on island wide issues and impacts.

## **ARTICLE 33: MISCELLANEOUS**

**Section 1. Awards and Recognition.** The Employer agrees to recognize and reward employees with awards as tools for maintaining workforce morale and encouraging performance improvement. Awards may be verbal or written acknowledgements, time off with pay, monetary awards, etc., as appropriate to the employee's performance or accomplishment.

**Section 2. Dress Code.** The Employer and the Union agree that ARDEC is an organization of professionals and employees will be appropriately attired while representing ARDEC. The intent is not to force uniformity in dress, but to ensure that employees look presentable and dress in a manner appropriate for the type of work and/or event. Employees should consider the following factors in determining the appropriate dress code:

- a. The employee's role (e.g., presenter, active participant, member of audience).
- b. The role of other attendees (e.g., customer, contractor, colleague, supervisor, management).
- c. Civilian position or military rank of other attendees (e.g., general, colonel, commander, Senior Executive Service).
- d. Location (e.g., public, office, private).
- e. Dress code history (e.g., business casual, informal).

**Section 3. Behavior.** The Employer and the Union agree that ARDEC is an organization of professionals and employees will behave professionally while representing ARDEC.

**Section 4. Retirement.** Retirement seminars will be provided for employees on a periodic basis.

## **ARTICLE 34: EFFECTIVE DATE AND DURATION OF AGREEMENT**

**Section 1.** In accordance with 5 U.S.C. Section 7114(c), this Agreement between the Parties will be submitted to higher authority to determine compliance with applicable published laws, regulations, and policies. The Parties will meet and negotiate the required changes in the Agreement. The Agreement will become effective upon approval, or the 31st day following the Parties signing the Agreement, in the absence of disapproval. Disapproval of certain portions will not prevent the rest of the Agreement from becoming effective.

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

**Section 3.** This Agreement may be amended and/or supplemented in accordance with Article 7, Matters Appropriate for Negotiations, and Article 8, Procedures for Mid-Term Negotiations. Amendments and supplements to this Agreement shall remain effective concurrent with this Agreement.

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

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

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