

NEGOTIATED AGREEMENT

*BETWEEN*

HEADQUARTERS  
UNITED STATES ARMY OPERATIONS SUPPORT COMMAND  
ROCK ISLAND, ILLINOIS

*and*

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 15

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES**

**LOCAL 15**

BLDG. 390, ROOM 435  
1 ROCK ISLAND ARSENAL  
ROCK ISLAND, IL 61299  
PHONE 309-782-3654  
PHONE 309-794-1956  
17 October 2000

Dear Co-worker and Bargaining Unit Employee:

The American Federation of Government Employees (AFGE), Local 15 has been an active, viable labor organization at Rock Island Arsenal for several years and has been the exclusive representative organization for HQ, OSC General Schedule employees and Interns since March 1978. Local 15, through its officers and stewards, your co-workers, has strived to enhance the quality of your work life through effective representation and aggressive collective bargaining. The Union's successes are your successes.

The Union urges you to thoroughly review the attached new collective bargaining agreement and familiarize yourself with your contractual rights and privileges. If, in the future, you find a need for Union representation, please contact us (extension 23654) or visit the Union Office on the 4th floor of Bldg. 350, Room 435 or contact a Union representative in your work area. The Union is here to assist you; use its knowledge and expertise.

Additional special benefits and services (aside from representation for all employees) are available to dues paying Union members. You are invited to visit the Union office for information about these additional benefits and services. Union membership assures you of a voice in your own future. Membership enrollment is simple; join your Union today!

In solidarity,

Tom Esparza  
President, Local 15

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## **PREAMBLE**

Pursuant to the policy set forth in Public Law 95-454, Title VII, Federal Labor-Management Relations Act, and all future amendments, the following Articles, together with any and all supplemental Agreements and/or amendments which may be mutually agreed upon at later dates, constitute an Agreement by and between Headquarters, United States Army *Operations Support Command*, Rock Island Arsenal, Rock Island, Illinois, hereinafter referred to as the Employer, and Local 15, *American Federation of Government Employees*, hereinafter referred to as the Union, and collectively known as the Parties, for the employees in the unit described herein.

This Agreement is entered into pursuant to the Certificate of Representative dated 13 March 1978, Case Number 50-1 1059(RO), which certified the National Federation of Federal Employees (NFFE), Local 15, as the exclusive representative of all General Schedule (GS) employees, including temporary employees with appointments of more than 180 days, employed at Headquarters, United States Army Armament Command, Rock Island, Illinois, amended by 3 FLRA 47 Case Number 5-CU- 12 which added U.S. Army Career Interns to the bargaining unit on 20 March 1981, and further amended by the Amendment of Certificate dated 12 January 1985, which, as a result of a reorganization, changed the name of the activity to United States Army Armament, Munitions and Chemical Command, Rock Island, Illinois, Case Number 5-AC-50001, and Case Number 5 CH-AC 20025, (Montrose) which changed the name of the Union to American Federation of Government Employees and the name of the organization to the Operations Support Command. Whereas, 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; and whereas, 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; and whereas, 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

Section 1. The Employer recognizes that the Union is the exclusive representative of all employees in the unit described in Section 2, below.

Section 2. The unit to which this Agreement is applicable is composed of all nonprofessional General Schedule (GS) employees, including temporary employees with appointments of more than 180 days, employed at Headquarters, United States Operations Support Command (OSC), duty stationed at Rock Island, Illinois, including third year nonprofessional advance interns assigned on permanent duty location at OSC, Rock Island, Illinois. Excluded are all management officials, professional employees, employees engaged in federal personnel work in other than a purely clerical capacity, temporary employees with appointments of less than 180 days based upon a specific nonrecurring event, and supervisors and guards as defined in Public Laws 95-454, Title VU Federal Service Labor-Management Relations Act.

## 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 established by Public Law 95-454, Title VII.

Collective Bargaining: The performance of 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.

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 sub-chapter III of Chapter 73 of P.L. 95-454; b. relating to the classification of any position; or c. to the extent that such matters are specifically provided for by Federal Statute.

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 to 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 administration of 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 does not restrict the Agency from determining when an emergency exists.

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 application and interpretation of this 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.

Negotiability Dispute: A disagreement between the Parties as to the negotiability of an item. Negotiability disputes shall be resolved in accordance with Section 7117, P.L. 95-454, Title VII.

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 Public Law 95-454, Title VII, with the view of arriving at a formal agreement.

Supplements: New articles added to the Negotiated Agreement during the term of the Agreement.

Union Official and/or Union Representative: Any accredited national representative of the Union, and any 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 this Agreement, officials of the Employer and employees of the Union's bargaining unit are governed by existing or future Federal laws and Federal regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; Presidential Orders; by local published policies and regulations in existence at the time the Agreement was approved unless this Agreement specifically changes a part or all of those local policies and regulations; and by published Agency policies and regulations in existence at the time this Agreement was approved; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling Agreement at a higher Agency level.

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

## ARTICLE 4

### RIGHTS OF THE EMPLOYER

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

a. To hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees.

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

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

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

(2) Any other appropriate source.

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

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

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

b. Procedures which management officials of the Employer will observe in exercising any authority under this Article.

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

## ARTICLE S

### 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 Public Law 95-454, this includes the right:

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

b. To engage in collective bargaining with respect to conditions of employment through their 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 bargaining unit has the right to bring employment related matters, of personal concern to the employee, 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 provision of Article I I of this Agreement, and to be represented by the union during and through the course of the negotiated grievance procedure.

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

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

Section 4.

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

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

(2) The employee requests representation.

b. The employer shall annually inform employees in writing of their above stated rights.

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

Section 5.

a. The employer affirms the right of an employee to conduct his/her own private life as he or she deems fit. Employees shall not engage in activities which adversely affect their job performance or conflict with Standards of Conduct of the Department of the Army.

b. Employee participation in fund raising 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. Employees will not be discriminated against by the employer or the union because of race, color, religion, sex, national origin, age, marital status, physical/mental handicap, lawful political affiliation, membership or non-membership in the union.

Section 7. Counseling and warning sessions involving unit employees will be conducted in a professional manner and in private so as to minimize embarrassment to employees.

Section 8. The employee has a right to be provided a copy of any personal official record maintained by the Employer upon request of the employee, at no cost to the employee, unless reproduction cost and services exceed \$30.00.

## 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 or any personnel policy, practices, working conditions 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, but is not limited to the following:

- a. Discussion regarding the employer's intent to change a personnel policy or practice.
- b. Discussion regarding the employer's intent to change condition of employment or past practice.
- c. Discussion regarding the employer's intent to resolve grievance issues.
- d. Any formal meeting which is generally scheduled in advance, has a formal agenda or known subject, and, which:
  - (1) Involves one or more representatives of the Employer, and
  - (2) Involves one or more employees in the bargaining unit, or their representatives, and
  - (3) Concerns grievances, personnel policies or practices, or other general conditions of employment.

Section 4. The Union has the right in accordance with Title 5 U.S. C. 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, 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 to conduct two (2) membership drives of up to thirty (30) days duration (each drive) each year, during non-work time, as well as before and after duty hours.

## ARTICLE 7

### UNION REPRESENTATION

Section 1. The conduct of representational business, as set forth in the Agreement, shall normally be conducted during duty hours. 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 or any personnel policy or practice or other general condition of employment as set forth in Article 6 of this Agreement.

b. Meetings called by management to advise the union of changes in personnel policies, practices or 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 9 and contract renewal (not included for deducting representational time).

f. Time spent in Labor Management Partnership 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 non-unit employees.

Section 4. An employee acting as a union official or seeking union assistance, will request supervisory approval prior to leaving the immediate work site. Such request will be made providing as much advance notification to the approving supervisor as possible. Approval may be deferred when compelling circumstances prevail. Approval will normally not be deferred for more than eight (8) work hours. Deferral of the use of official time for representational business will not be included against time frames for processing grievances. Any conflict will be resolved by the Union president and the Chief Negotiator for the Management Negotiating Committee.

a. Each representative shall request and receive approval from his/her first line supervisor, or designated representative, prior to leaving the work site. The representatives and supervisors shall determine and document procedures to be used to record the use of official duty time for representational business. Representatives will report representational time through appropriate PMP codes.

b. In labor tally reporting, the employer's designated Special Project Code for union activities will be used to record the amount of representational time used by union representatives.

c. If a union representative is, called into a formal meeting by the employer or a union representative is in a formal grievance meeting/hearing, and said meeting/hearing extends beyond the end of the union representative's official duty time, the union representative will not be on official duty time. The meeting may continue, by mutual consent of the Parties, or be rescheduled.

d. If a union representative, representing bargaining unit employees is summoned to appear in an administrative hearing, (i.e., FLRA, FSIP), the representative will be granted official duty status for that purpose. This applies to local hearings only. The employer will, however, consider requests to attend hearings away from the local commuting area when the union can demonstrate that such approval is in the best interest of the employer.

Section 5. For the purpose of this Agreement, reasonable amount(s) of duty time shall be defined in the following manner:

a. Use of official duty time for representational business shall not exceed the last six (6) hours of the work day for the President, four (4) hours of the work day for the First Vice President, and five (5) hours of the work day for the Chief Steward. Time spent in meetings called by management and negotiations shall not be counted in this determination. Representational time shall not be cumulative for the union officials referenced in this paragraph. Extenuating circumstances may require a need for additional time in assuring that the union will not be restricted in exercising any legitimate representational right provided by statute. When additional time is needed, a written request will be submitted to the Management Chief Negotiator. Such requests will normally be approved for the President of the union absent

compelling mission needs. The employer will consider additional time where necessary and appropriate, for other officers. The Management Negotiating Committee shall evaluate the Union's need for additional time, as the need arises, on a case-by-case basis, and may, or may not, grant the additional time requested. The reasons for denial of additional time shall be provided to the union in writing, upon request to the Committee.

b. The Employer will recognize the union's Chief Negotiator. The Chief Negotiator shall be allowed a reasonable amount of official duty time for the negotiation of Labor Agreements between the Parties for the bargaining unit to include mid contract, or other negotiable issues of bargaining. In the absence of the chief negotiator due to TDY, leave, etc., an alternate may be designated.

c. Union stewards will be permitted to use a reasonable amount of official duty time for representational business within the bargaining unit. The union agrees to assign stewards areas of "responsibility" for representational business. When possible, steward areas will be in relatively close proximity to the stewards immediate work area. Stewards will not be assigned a disproportionate amount of duties, which require the use of official duty time. In the event a stewards representational issues become disproportionate, discussions will be initiated by either Party's negotiating committee to resolve the issue. No steward will be required to represent themselves under Article 11, nor will any steward be required to represent employees of their own division. In these instances the union will identify the issues to the Chief Negotiator of the Management Negotiating Committee and another steward will be assigned.

d. All other officers will be granted a reasonable amount of official duty time (no more than 4 hour per week) for the purpose of performing bargaining unit business defined by the title of their position (i.e., Treasurer may complete DOL required reports).

e. The Union Office may be staffed by the Union President, First Vice President, Chief Steward or Chief Negotiator during their normal representational time.

f. The use of Official Duty Time above, shall be exclusive of management called meetings, and shall be in no case cumulative.

g. Union representatives visiting the Union Office will follow the employer's time keeping system. Visits to the Union Office will be kept to a minimum and will be for the purpose of conducting bargaining unit business only.

h. Upon request, bargaining unit employees who are selected to serve in the capacity of a union representative or officer 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 FPM 630.

i. Recognizing that an employees primary responsibility is to the accomplishment of the mission, when an employee who serves as an employee representative in any capacity, and such representational duties unduly interfere with the accomplishment of the employees assigned duties, the employer may deny or defer such time except as otherwise required in this agreement.

*Section 6.* 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 P.L. 95-454, Title VII.

*Section 7.*

a. Designated representatives of the Union, who are not employed at HQ IOC, may be admitted to the bargaining unit, normally upon three days advance written notice to the Labor and Management-Employee Relations Division, for the following purposes:

(1) To attend meetings with officials of the Employer;

(2) To participate in, or attend, contract negotiations

(3) To represent employees at arbitration hearings.

(4) To distribute literature or to solicit membership on the premises in non-work areas and during the non-work time of the employees involved. (mutually agreeable locations and times must be arranged between the Employer and Union prior to the distribution or solicitation and in accordance with security regulations)

(5) To attend meetings with the officers of the Union

(6) To perform any other function or activity specifically authorized by the terms and conditions of this agreement.

b. The Employer agrees to provide a badge to representatives hired by the Union who normally have daily or weekly business with the Union. Normally, this provision will be extended to the Union secretary and attorney hired by the Union.)

c. Union representatives visiting from the Union's National Office shall report to the CPAC for visitor passes. The Union shall provide the Employer (CPAC) with written notification, as (far in advance as possible,) but not normally less than three (3) days in advance. The written notification should include the visitor's name, purpose of visit, expected length of visit, and expected time of arrival and departure. Violations of the terms and conditions of admission to Rock Island Arsenal may result in the denial of further requests for that representative.

d. Permission to visit the installation will be withdrawn if such activity interferes with the work of the installation, is violative of law or regulation, or involves the conduct of any representative prejudicial to good order or discipline of the installation.

*Section 8.* Upon written request and subject to normal security limitations, the Union will be granted authority to conduct two (2) membership drives of up to thirty (30) days duration each

year, before and after duty hours. The Union officials, Union members, and employees of the bargaining unit shall not engage in membership drives and related solicitation activities in work areas on official duty time. Desk drops shall take place before or after duty hours, and/or on weekends.

Section 9. Representation will occur at the lowest level at which a matter can be resolved between management and union officials having responsibility and authority to act. The union recognizes that the MANAGEMENT NEGOTIATING COMMITTEE, VIA THE MANAGEMENT CHIEF NEGOTIATOR, is the normal channel through which appointments will be made for matters which cannot be resolved using appropriate supervisory/grievance channels.

Section 10. Union-Management Meetings. The following policies and procedures shall apply to meetings between the Parties

a. General. The Employer agrees that meetings shall be held as the need arises and/or subject to the request of either Party between the representatives of the union and the employer to discuss personnel policies and practices and other matters affecting working conditions of employees in the bargaining unit. The union shall be represented by the president, or his/her designated representative, no more than two other representatives from the bargaining unit and one non-bargaining unit employee.

b. Time of Meetings. Barring unusual or otherwise uncontrollable circumstances, meetings will be conducted during regular working hours.

c. Negotiating committee Meetings. In addition to the above referenced meetings, the union and management negotiating committees shall meet on the third Thursday of each month from 0800 to 1030 hours. The purpose of these meetings will be to discuss unresolved problems which had previously been presented by the union to the appropriate management representative subordinate to the director or office chief. This meeting is not the normal channel to discuss the day to day matters that are more appropriately addressed through other channels, such as through the grievance procedure. This forum will also be used for the purpose of hearing grievances presented at the third step of the negotiated grievance procedure. It is agreed that such regularly scheduled meetings will be attended by the parties respective negotiating committees, and any other representatives needed to discuss specific agenda items. The Parties agree to furnish the written agenda on the subjects to be discussed at the scheduled meeting, at least three (3) workdays in advance of the Union-Management meeting.

Section 11. Union Sponsored-Union Management Training. The Union will be granted up to 300 hours in any 12 month period 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 new 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. A representative designated by the management negotiating committee will be allowed to utilize 1 hour of the allotted training time to discuss management concerns with the students attending. 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. All individuals approved for the training by the Chief Negotiator must submit a SF 71 to their respective immediate supervisor who will make a determination, based upon work load, to approve or deny the request. The supervisor will forward the SF 71 with annotation of approval or denial to the Management Chief Negotiator. This does not include training scheduled or required by the employer.

Section 13. The Parties recognize that the CIVILIAN PERSONNEL ADVISORY CENTER is the normal channel through which inquiries shall be made, or through which appointments will be made for any matter which cannot be resolved through normal supervisor/grievance channels. Such inquiries/requests for meetings. shall not be used as a substitute for the grievance procedure, shall be made by phone, or in writing, and shall be, responded to by CPAC. The Parties also agree that the same procedures apply when manager.; make inquiries to the union, with the exception that the president of the Union or designee is substituted for "CPAC".

## ARTICLE S

### INFORMATION TO THE UNION

Section 1. The Parties agree that in all cases, automation tools which are available to both parties may be used in lieu of hard copy correspondence where appropriate.

Section 2. Upon a written request from the union, the Employer will provide the following on a quarterly basis:

- a. An alphabetical list of employees to include name, position title and grade, and organizational assignment and location and business phone.
- b. A list of employees by organization to include names, position title and grade, and organizational assignment and location and business phone.
- c. Listing of employment summary statistics to include: numbers of minority, handicapped, Veteran Readjustment Act and disabled veterans.

Section 3. Oral requests from the union for information from the employer shall be responded to with oral replies. All union requests for provision of written information shall be on union letterhead signed by the union President or designated representative and the requested material shall be identified specifically. Requests for information may be returned to the union for clarification. Release of information will be governed by 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. Intra-management correspondence shall not be released unless said document is known to contain information essential to the proper representation of unit employees. Such information will be requested in accordance with Section 2 of this Article to the Management Chief Negotiator.

Section 5. The Employer agrees that the Union may have access to regulations normally maintained in the CPAC. The Union will contact the CPAC for access.

Section 6. The Employer will furnish the President of the union the following information:

- a. Fifty (50) copies of the Negotiated Agreement, upon publication and additional copies if required during the contract period.
- b. Access to updated RIA Personnel regulations upon the effective date of this Agreement. The union may request copies of specific DA regulations in accordance with 5-USC-7114(b). Normally, this will be the only copy provided to the union with the exceptions of updates in accordance with *Section 5a* of this Article, reasonable replacements for lost copies and other unforeseen contingencies.

c. A statistical survey of disciplinary actions in the bargaining unit consisting of a) violation, b) penalty proposed and c) adjudication semiannually. When, in unique situations, the statistical report is essential to the processing of a grievance, the Employer will provide an updated copy upon written request from the Union.

d. The Employer will furnish the union upon written request, one (1) copy of the HQ OSC-RIA Affirmative Action Plan. Any subsequent additions, corrections, or updates will also be furnished to the Union.

## ARTICLE 9

### MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. In exercising the right to make rules and regulations related to personnel policy, procedure and practices, and/or matters involving working conditions, the employer shall give due regard to the suggestions of the union and abide by the obligations imposed by this Agreement, and Title VII, Public Law 95-454.

Section 2. Matters appropriate for negotiation between the Parties are issues related to personnel policies and 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 change to, established personnel policies and practices and other matters involving working conditions of employee(s) within the unit 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 the Employer and individual stewards shall be made which either expand or limit the provisions of this negotiated Agreement. Any agreements must be made and signed by the Parties respective negotiating committees (i.e.: The Parties Chief Negotiators). This language is binding except where authority is granted elsewhere in this Agreement to the Labor Management Partnership Council.

## ARTICLE 10

### PROCEDURES FOR NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

Section 1. This article establishes procedures for negotiations on matters in accordance with Article 9.

Section 2. The Employer's representative will provide the Union with advance written notice of not less than ten (10) workdays of any new, or changes to, locally established regulations, supplements, circulars, pamphlets' etc., to the Union President.

a. The CPAC will provide the union with a copy of any proposed document (s). The union will initial receipt of the proposal.

b. The union will review the proposal and respond to the employer 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 to the management representative proposing the change. If, after discussion with the management representative, the proposal is not acceptable, the union may submit a written request for negotiations to the management chief negotiator within ten (10) workdays after the discussion.

(2) If the union does not wish additional information or an explanation of the proposal, the union may request negotiations within the 10 workday time frame.

Section 3. The employer will, to the maximum extent practicable, provide the union with advance oral notice of not less than ten (10) workdays of any new, or changes to, working conditions which are not formally documented.

a. The discussion shall be held with the union President, or his designated representative. At that meeting, the employer will identify its proposed changes for the union. After the discussion, the Parties may determine to meet again in order to provide a clearer understanding of the issues. The union President may determine to include other union representatives as he determines necessary to the resolution of the issue.

b. If there are questions concerning the proposal which cannot be addressed by the Management official(s) in attendance, the discussion shall be adjourned. The union, upon request, will then provide its questions to the Management Chief Negotiator, in writing, to provide management the opportunity to research and respond to the question(s). After being provided with a response to questions, the union shall have ten (10) workdays to submit a written request for negotiations, if desired.

Section 4. If the union desires to negotiate on the change, the union will provide written notification to Management's Chief Negotiator within ten (10) workdays of the conclusion of the

discussion. The union will provide its written proposals for negotiation of the change to the Management Negotiating Committee within 5 workdays after notifying the Management Chief Negotiator of its intent to negotiate the issue. Upon receipt of the union's proposals, the Management Chief Negotiator will schedule a meeting of the Negotiating Committees for the purpose of negotiating the issue.

Section 5. Non-response by the union within prescribed time frames will be interpreted as acceptance, and the employer may implement the proposal without further recourse.

Section 6. The negotiating committees at each negotiating session shall consist of not less than (3), and not more than (7) members. A quorum will consist of 3 members on each team minimum. Negotiations shall normally be conducted during duty hours. Time used for negotiations shall be Official Duty Time in accordance with P.L. 95-454, Title VII, as interpreted by the Federal Labor Relations Authority.

Section 7. The Parties will formalize their Agreements through memoranda of understanding, or other appropriate documents that will constitute an amendment or supplement to the Agreement and will be binding upon the Parties with the same force and affect as the other provisions of this Agreement. The employer will not be required to print or distribute a copy of mid-contract Agreements to each unit employee, however, one copy of all such signed Agreements will be provided to the union President or his/her designated representative, and the Parties will post such Agreements for bargaining unit employees, via electronic media.

Section 8. If, following good faith negotiations, either Party determines a dispute has developed, that Party shall notify the other Party in writing. The Parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS) within 5 workdays of the notice of the dispute. If the services of the FMCS do not result in an Agreement; the employer may unilaterally implement the proposed change if there is a compelling need to do so. This shall not preclude either Party from seeking the services of the Federal Services Impasse Panel (FSIP). (The Parties recognize that the services of the FSIP may require the Employer to add to, amend or delete the implemented change.) The employer agrees that those changes which impact only the unit or section thereof, for which there is no urgency, will not be implemented until any resulting impasses have been resolved.

## ARTICLE 11

### 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.*

a. A grievance may be initiated and processed by an employee or group of employees 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 policy or practices and regulations, conditions of employment, relationships with supervisors and officials, disciplinary and adverse actions or any matter not specifically excluded. Employees using this procedure may be represented by the union or may represent themselves. In the event the employee(s) 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 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, employee(s) and employee representative(s) 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. This shall not preclude an employee from processing a grievance on a second occurrence of a same issue. Situations 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, must specifically identify the Article and Sections of the negotiated Agreement that have been violated, if applicable, or any law, rule, regulations, policy or practice that has been violated, or the circumstances which gave cause for the grievance and the resolution desired.

*Section 3.* (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. The arbitrability question and the merits of the grievance will be submitted to the arbitrator simultaneously for decision. 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. Violations relating to political activities as identified in P.L. 95-454, Title VII.
- b. Retirement, life insurance or health insurance.
- c. A suspension or removal for national security as identified in P.L. 95-454, Title VII.
- 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. Interpretation question(s) on the content of Agency or Command regulations and policy. (Section 13 of this article defines the procedure used for processing interpretation questions).
- g. Reduction-in-force actions otherwise appealable to the Merit Systems Protection Board.
- h. Non Selection for Promotion among properly ranked and certified candidates for promotion.

*Section 5. Procedures.*

a. The following procedures are established for the processing and resolution of complaints or grievances, excluding grievances on Performance Appraisals:

**(1) INFORMAL RESOLUTION PROCEDURE:**

The employee(s), and/or his designated representative, will orally notify the immediate or first line supervisor of his desire to discuss his/her complaint/concern. The employee will notify the supervisor if self or union representation is desired. If self-representation is selected, the supervisor shall notify the employee, and the union office of the time and place of the meeting, which will be held-within three (3) workdays of the notice to the employer of the employee's desire to meet. The supervisor will provide an oral decision to the employee and the union office within three (3) workdays from the conclusion of the meeting. If the employee 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. The decision shall include an explanation of the deciding factors as they apply to the issues raised.

**(2) FORMAL GRIEVANCE PROCEDURE**

**Step 1.** If dissatisfied with the outcome of the informal procedure, the employee may put his/her complaint in writing. The written grievance shall contain:

- (a) Employee's name.
- (b) Organization.
- (c) Designated Union Representative Article and Section of Agreement allegedly violated, if any.
- (d) The date, outcome and management official involved in the informal meeting
- (e) Management official hearing the Grievance
- (f) Solution desired.

The written grievance shall be **submitted** within **fifteen (15) workdays**, from the completion of the informal procedure to the grievant's second level management official. Upon receipt of the step 1 formal written grievance, the grievance deciding official will annotate the date of receipt of the grievance and will obtain a grievance control number from the CPAC, and will annotate the date of receipt, the date of decision, and the grievance control number on all copies of the grievance and decision letters. A copy of the written grievance shall also be signed and dated upon receipt for the union. The grievant will inform the deciding official receiving the grievance if self-representation or union representation is desired. If self-representation is selected, the Deciding Official shall notify the grievant of the time and place of the Step 1 meeting and invite the union to attend. The Deciding Official shall notify the grievant(s) and the union, of the time and place where the Step 1 meeting will be held. The step 1 meeting shall be held no later than five (5) workdays from receipt of the written grievance. The Deciding Official shall preside over the meeting. After conclusion of the step 1 meeting, the Deciding Official will issue a written decision. The written decision will contain an explanation of the deciding factors, as they apply to the issue raised in the grievance. The written decision shall be issued within ten (10) 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.

**Step 2.** If dissatisfied with the Step 1 decision, the grievant(s) shall submit the grievance to the Designated Representative of the OSC Chief of Staff, the Labor Relations Advisor, CPAC., with a copy furnished to the Chief of Staff, within 15 workdays of receipt of the step 1 decision.. The Grievance will consist of the step 2 written grievance along with a copy of the step 1 written decision letter. The Parties will establish a specific day of the month and time of the day to hear all grievances presented to step 2 for that month. The Labor Relations Advisor will serve as Advisor to the Grievance Deciding Official. The Management Negotiating Committee will preside over the meeting. At the beginning of each grievance meeting a member of the management team will be designated to serve as the hearings officer and grievance deciding official. Only those members present will participate in the grievance or its decision, providing advise to the deciding official. The Grievance Deciding Official retains the right to consult with the Chief of Staff or other management representatives as appropriate on any grievance. All decisions will be set forth in writing and signed by the Grievance Deciding Official. The written

decision letter shall contain an explanation of the deciding factors as they apply to the issues raised in the grievance. A final decision in the grievance will be rendered within 30 workdays of the conclusion of the step 2 grievance hearing.

*Section 6. Representation.* The right to representation, as identified in *Section 2*, may be exercised in the following manner at each step of the grievance procedure:

a. If self-representation is chosen, a union representative shall be afforded the right to be present. Normally, not more than one (1) union official will be present if this procedure is chosen.

b. If union representation is chosen, normally not more than two (2) union officials may be present at each step.

(1) If a union approved representative is chosen, this representative shall, in effect, be acting in the same capacity as a union official. Normally, not more than one (1) other union official may be present.

(2) Exception to the normal representation identified above will be discussed with the Chief Negotiator prior to the grievance meeting.

*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. Informal Procedure - Rating Supervisor

**Step 1** Grievance - Approver of the Appraisal/next level supervisor if there is no approver.

**Step 2** Grievance - Same as the grievance procedure in Section 5.

*Section 7. Mandatory Use of the Informal and Step 1 Procedures.*

a. In most instances, employees are required to use the Informal and step 1 procedures before proceeding to step 2. However, there are issues considered appropriate for processing directly to the Step 2 because of the formal nature of the actions involved and the previous consideration that has been extended to the employee. Grievances involving the following issues must proceed directly to step 2 within fifteen (15) work days of the decision or occurrence being grieved:

(1) Request for withdrawal of a letter of reprimand

(2) Grievances stemming from suspension/removal

(3) Management directed reassignments

#### (4) Grievances stemming from Reduction-in-Force Procedures

Section 8. All grievances shall be initiated within fifteen 15 work days after the grievant knew or, with reasonable diligence, should have known, of the occurrence of the matter which gave cause for the grievance. If an employee is absent from duty for authorized reasons; i.e., annual leave, sick leave, TDY, etc., the fifteen (15) work day period shall be extended by the number of days equal to the absence. Grievances arising from circumstances relating to continuing conditions, where no particular date or event is involved, may be initiated at any time, i.e., general working conditions, supervisor-employee relations, safety environmental hazards, etc. Grievances concerning within-grade denials will be initiated within fifteen (15) work days after receipt of the reconsideration decision.

#### Section 9. Witnesses.

a. At each and every step of the grievance procedure, the grievant or his/her Union representative, or the employer will be permitted to call employees/management representatives as witnesses who shall suffer no loss of pay for so serving, if otherwise in a duty status. Employees will not be forced to testify. Witnesses will testify in the grievance meeting or by affidavit when agreed to by the Labor Advisor and the Union President. There will be no ex parte communication between bargaining unit witnesses and the employer. In all cases, the union will be invited to be present during the interviewing of bargaining unit witnesses. During the grievance hearing, both management and the union will have the opportunity for direct examination and cross-examination of witnesses as appropriate. This does not preclude the Grievance Deciding Official from discussing the grievance with the appropriate management officials necessary to provide information or advice necessary to the resolution of the grievance. If the grievance is submitted to arbitration, the arbitrator may take steps afforded by applicable laws to assure the appearance of witnesses in accordance with Article 13.

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

Section 10. Termination of Grievance. If an employee 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, the 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 11. 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, preparation of, and participation in the grievance procedure.

b. A representative who is an employee of the Department of the Army may, if otherwise in a duty status, use reasonable amounts of official time without charge to leave or loss of pay for the purpose of preparing and participating in the personal presentation of the grievance, including any hearing held in connection herewith.

*Section 12. Time Limitations/Extensions.* Failure of the grievant/Union to comply with established time limits of the steps outlined in this procedure shall be grounds for employer to reject the grievance. Failure of the grievant and 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.

*Section 13. Agency/Command Policy or Regulation Interpretation Questions.*

a. In order to assist in the early resolution of a grievance where the issue is the interpretation of published agency policy and/or provisions of law or regulation of appropriate authority outside of the Agency, the following referral procedure will be initiated by the CPAC and be used for seeking an official interpretation.

b. The CPAC, upon receipt of a grievance, and the determination that an issue is the interpretation of a regulation or policy, will compile a record of facts bearing on the case, including citation of the regulation(s) or policy(ies) involved, a copy of the grievance, and any other supporting material included in the grievance files.

c. The grievant and his/her representative, if any, will be given the opportunity to review this material and to submit written comments within five (5) workdays as part of the record.

d. The grievance file will be transmitted through the Activity Commander through Command channels to the proponent for official interpretation.

e. Upon receipt of the official interpretation, the Activity Commander will notify the Union in writing of such final interpretation. Such interpretation shall be binding on the Parties.

f. Within five (5) workdays after receipt of the interpretation, the grievant may continue the processing of the grievance through the procedure if law, policy, etc., has been improperly applied by the Employer.

*Section 14. Group Grievance.* When several employees have grievances concerning the same, or substantially the same issue(s), the Parties shall encourage the grievants to consolidate their grievance into a group grievance and appoint a representative sample of the group to act as grievant(s) to process their grievance. However, each employee may file a grievance separately if he/she desires. Grievances initiated separately will be processed separately. If a group grievance is processed, all grievants must be identified and are bound to process the grievance throughout the procedure as a group; the majority shall make decisions. All grievants will be bound by the decisions of the majority.

*Section 15. Settlement of Grievances.* It is agreed that when grievance decision is accepted, or

the grievance 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 12

### EMPLOYER AND UNION DISPUTE PROCEDURES

#### Section 1.

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/resolution is involved.

b. Questions which 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. The arbitrability question and the merits of the grievance will be submitted to the arbitrator simultaneously for decision. Both Parties agree that this provision will be used in good faith and not as a measure to raise clearly untimely issues to arbitration.

c. **All disputes must be processed within fifteen (15) workdays** after the Party knew, or with reasonable diligence should have known, of the circumstances of the dispute.

#### Section 2.

a. **Step 1.** The President of the union shall notify the CPAC Director of its desire to establish a step 1 meeting to discuss the dispute. The meeting shall be held within three (3) workdays from the receipt of the union's request to discuss the dispute. Within three (3) workdays from the conclusion of the meeting, the CPAC Director, or his designated representative, shall provide the union President with an oral decision. If the decision is not satisfactory, the union shall reduce the dispute to writing for processing to the next step of this procedure.

b. **Step 2.** The step 2 procedure will be the same as the step 2 procedure of *Article 11, Sections 5 through 15*

*Section 3.* Employer Initiated Disputes. Shall be processed under the above procedure, altered to the extent that the CPAC Director, shall initiate the procedure.

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

## ARTICLE 13

### ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance/dispute arising under Article 11 or 12, such grievance/dispute shall, upon written notice by either Party, be referred to arbitration. Such written notice, signed by the authorized official of the Party, shall be served upon the other Party not later than thirty (30) calendar days after the conclusion of Step 2 of Article 11 or Step 2 of Article 12. Local attempts to resolve such disputes prior to a decision by the arbitrator, shall continue and are encouraged between the Parties as promoting the spirit of cooperation and conciliation intended by this Agreement.

Section 2. Selecting the Arbitrator.

a. Within ten (10) workdays from the date of receipt of a valid arbitration request, the Parties shall request in writing that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven (7) impartial persons qualified to act as arbitrators. By mutual agreement, the Parties may select an arbitrator without recourse to FMCS. The Parties shall meet within ten (10) workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Parties will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one (1) name remains. The remaining name shall be the duly selected arbitrator. The union shall have the first strike for the first arbitration case, the employer shall have the first strike for the second arbitration case: and thereafter, the Parties shall alternate in this manner. The moving Party may withdraw the arbitration request at any time. After the selection of the arbitrator, the Party requesting withdrawal shall be responsible for all arbitrator's fees, if applicable.

b. The arbitration hearing will be held, if at all possible, on management's premises and during the regular day shift hours. The grievant and any employee(s) serving as witness(es) will be excused from duty to the extent necessary to participate in the official proceedings with pay if in an official duty status at that time. Questions as to the necessity of any particular witness will be resolved by the arbitrator. An equal number of union representatives as there are management representatives will be entitled to official time. Employee(s) on shifts other than the regular day shift will be temporarily placed on the regular day shift for the day of the hearing in which they are involved.

Section 3. Fees and Expenses.

Arbitration Fees. The Parties shall bear the cost of the arbitrator's fees as equally, with the following exceptions:

In the event that the employer did not meet its time frames for processing the grievance, and that such delay was, at least in part, the reason for elevation of the grievance, if the employer prevails, or if the decision is partially in favor of the union and partially in favor of the employer, 25% of the cost will be borne by the union. If the union prevails, 100% of the cost will be borne

by the employer. except in the case of employer and union disputes. In such cases, the loser will pay all fees of the arbitrator. In the case of split decisions, the Parties will bear the Arbitrator fees equally.

*Section 4. Arbitration Procedures and Techniques.*

a. The Parties shall attempt to stipulate the issue or submit separate statements of the issue to the arbitrator. If a new issue (as opposed to evidence) is raised at the arbitration hearing by Agency witness testimony, or through Agency exhibits, the union may pursue that new issue through separate grievance proceedings, providing negotiated grievance, time limits are met.

b. Pre-hearing Cooperation of the Parties in Preparing Cases for Arbitration. At least five (5) workdays prior to the hearing, the Parties shall attempt to develop a stipulation of facts to be submitted to the arbitrator. If no mutually acceptable statement is reached prior to the hearing, each Party shall separately submit a statement to the arbitrator.

c. Representatives in 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 by a minimum of two (2) designated representatives or a numerical balance with Agency representatives, whichever is more.

d. 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 another witness as to the same facts.

e. Time, Place, and Notice of Hearing. The hearing will be held on the employer's premises during the regular day shift of the hours of the basic workweek subject to the conditions *in Section 2b.*

f. Continuances. The arbitrator may grant continuances, or adjourn the hearing from time to time upon his own motion or upon joint request of the Parties or upon the motion of one (1) Party showing good cause.

g. Attendance of Witnesses at Arbitration Hearing. At each and every step of the arbitration hearing, the union shall be permitted to call relevant employees as witnesses who shall suffer no loss of pay for so serving, if otherwise in a duty status. The union shall give the Agency a list of proposed witnesses. The Agency shall notify such witnesses that the union intends to call them as witnesses, and the Agency shall notify the union of any proposed witness who refuses to testify voluntarily as early as possible prior to 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 an offer of proof at the hearing as to the substance of the testimony such witness was expected to provide.

h. Representatives and Witnesses Excused from Duty. All union representatives, grievants

and employee witnesses who are otherwise on duty 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 meetings/hearings extend past an employee's normal duty hours, no overtime or comp-time will be paid.

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

j. Post Hearing Brief. 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 locally by mutual consent and with approval of the arbitrator.

k. Reopening the Hearing. If prior to the arbitrator's decision, new evidence becomes available, any Party may file a written motion with the arbitrator requesting that the hearing be reopened and including a statement of the reasons justifying such reopening. A copy of such written motion shall be served upon the other Party by mail.

*Section 5. Time Limit.* The arbitrator is requested to reach his decision and remedy as quickly as practicable, normally within thirty (30) to sixty (60) days after the conclusion of the hearing, unless the Parties otherwise agree.

*Section 6. Arbitrator's Decision.* It is agreed and recognized that the arbitrator's decision is binding and exceptions may be taken in accordance with the provisions of P.L. 95-454, Title VII, Sub-chapter III. Decisions will be implemented as soon as possible after the receipt of the decision or as directed by the arbitrator.

*Section 7. Arbitrator's Authority.*

a. In rendering a decision/award, the arbitrator has authority to:

(1) Resolve questions of arbitrability. The same arbitrator who decides whether a particular issue is arbitrable, shall also determine the merits of that issue.

(2) Interpret and define the terms of this Agreement.

(3) Rule on the application of various Federal statutes, Office of Personnel Management, Department of Defense, Agency/Command/Activity regulations and policies utilizing all official proponent interpretations issued under the terms of this Agreement.

(4) Grant remedies consistent with applicable laws and regulations.

b. 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 may not substitute his discretion for that of the Employer in cases where the Employer has 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.

d. When dual issues (timeliness/scope and merit) are raised to arbitration and the arbitrator finds the grievance is untimely or not within the scope of the grievance procedure, the arbitrator will deny the grievance without considering its merit.

Section 8. Upon request of the moving party, and by mutual Agreement, the Parties may submit briefs in lieu of a hearing when it is apparent that a hearing would serve no purpose.

Section 9. Parties requesting witnesses to be present who are not employees of the Agency shall bear expenses of the witnesses.

Section 10. Either Party may request the arbitrator to retain jurisdiction on matters which, in their opinion, may justify further review.

## ARTICLE 14

### DISCIPLINARY AND ADVERSE ACTIONS

*Section 1. General.* The employer agrees that normally, disciplinary actions should be taken as a last resort to correct employee conduct or behavior, where the seriousness of the offence does not warrant Punitive discipline under Army Regulations. 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.

#### *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. 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 his/her representative, if any, will be given the opportunity to review the documentation on which the proposed action is based. The employee has the right to reply orally and in writing, and to present affidavits or witnesses with the assistance of a representative, if desired. The employer will make a written record of a personal reply by the employee.

c. If during the course of preliminary investigation, the employer deems it appropriate to have a discussion with the employee, the employee will be notified prior to the discussion of the nature and purpose. If the discussion results in the employee being questioned, and the employee reasonably believes a disciplinary action may be taken by the employer against the employee, and the employee requests a union representative, the employee's rights will be explained, including the right to a union representative.

#### *Section 3. Disciplinary Actions.*

a. A disciplinary action is any action taken against an employee which causes a formal letter of reprimand or an action affecting a suspension of 14 Calendar days or less to be placed in an official record. Admonishments and counseling sessions do not constitute discipline. Rather, they constitute a tool through which supervisors may communicate among other things, their dissatisfaction with an employees 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. Although it is recognized that occasions arise in which immediate and decisive discipline is appropriate, the Parties envision that normally, in the interests of progressive discipline, non-disciplinary measures will precede

formal disciplinary action.

b. The Parties agree that in progressive discipline, the employer will consider the least severe action, which is determined to be necessary to correct the employee's behavior. Such discipline should be consistent throughout the Bargaining Unit, in that like penalties should be imposed for like offenses. In actions involving discipline an employee is entitled to a notice of proposal of the discipline the employer intends to impose, only after a reasonable investigation of the facts giving rise to the cause for discipline. Such investigation will be conducted by management prior to issuing a proposal to discipline and may include, where appropriate, discussions with the offending employee, management officials, and witnesses. When it then becomes clear that a proposal of discipline is warranted, a notice of proposal will be issued to the offending employee. Such 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, including 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. In all cases the employer will follow Law, Rule and Department of Army Policy with respect to the administration of discipline.

c. Upon receipt of a notice of a proposal to discipline, the employee may make an oral or written reply to the proposal, or both. Such opportunity to reply will be clearly identified in the proposal to discipline to include identification of the deciding official and the procedures to make a reply. The employee will then, at his/her request, be allowed to offer evidence and testimony with the purpose of demonstrating to the employer that discipline is not warranted. The employee, may be represented by the union, his/her 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.

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

e. 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. 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 60 Calendar Days from the event giving rise to the discipline.

f. In the event a supervisor maintains a record of entries which are critical of an employee and which the supervisor intends to use as the basis for a future disciplinary action the supervisor must inform the employee of the record and the nature of the entries.

*Section 4. Informal Counseling Sessions* - Informal counseling sessions, where the offense is non-recurring within a period of 90 Calendar Days will not be used as a basis for further disciplinary or adverse action.

*Section 5. Formal Counseling Sessions* - Formal Written Counseling Sessions, where there has been no recurrence of the infraction, will be purged from official records at the end of 1 Calendar year. However, the employees' supervisory chain may cancel any such Formal Counseling at any time after, if, in the opinion of the employee's supervisory chain, the conduct has improved, a determination that such conduct is not likely to recur, and when the employer finds it is in the best interest to end such record early.

*Section 6. Reprimands* - Reprimands may be issued increments of 1, 2 and 3 years, depending on the severity of the offense to employees who have been found guilty of misconduct in accordance with this Article. The employee's supervisory chain may cancel any such reprimand, at the request of the employee, where the employee's conduct has improved in the opinion of the management chain, where such reprimand has already had the desired effect of correcting the employees behavior, where such conduct is not likely to recur, where at least *Yi* of the period of the reprimand has expired, and when management finds that it is in the best interest of the employer to end such reprimands early.

*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 discipline the employer intends to impose. Such 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, including 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. The final notice shall be signed by a higher level official. The address of the Merit System Protection Board and the phone numbers of the Union office shall be included in the final letter of decision. Nothing in this Article restricts Management's right to discipline for criminal activity.

## ARTICLE 15

### PERFORMANCE STANDARDS AND APPRAISALS

Section 1. The Parties the Total Army Performance Evaluation System (TAPES) is designed for the vast majority of Army civilians who are good performers. Tapes will be administered according to the instructions in DA Pamphlet 690-400, 1 June 1993, except as where otherwise negotiated.

Section 2. Management and Labor acknowledge the purpose of a rating is to document performance. Ratings will reflect performance within the control of the ratee and are not to be used as rewards or punishments. Ratings will be given based on the objectives agreed to by the rater and ratee, there will be no organizational quotas and no limit on rating types, (i.e. 25% of the organization limited to highly successful appraisals)

Section 3. TAPES objectives should be written in clear English, in complete simple sentences, and using action verbs. Objectives must be written in such a manner that it can be clearly determined whether or not the objective was accomplished. Objectives will be determined by mutual agreement between rater and ratee. If agreement cannot be reached, the rater will establish the objectives/performance standards that meet statutory requirements that: (1) they are reasonably attainable, (2) they are not improperly absolute (cannot be exceeded), and (3) they permit an accurate measurement of the employee's level of performance or tell the employee clearly what is required for success.

Section 4. The ratee may request input to their performance evaluation from up to five 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 three workdays prior to the end of the rating period.

Section 5. New employees or employees moving into positions that change their annual rating cycle dates will be rated as follows:

If the event occurs less than 120 days before rating period ends and the employee received an annual rating in the previous position, and the employee does not receive an annual rating. The time will be included in next annual rating cycle (e.g. Annual Rating for 14 months). (If no rating was done, extend the new rating period to allow 120 days under the new performance plan, then rate the employee.

If the event occurs during the rating cycle and the employee works at least 120 days under an approved performance plan before the rating cycle ends, he/she receives a rating of record **OR**- If the employee has already received an annual rating for the rating year, the Rater should add the time in the new position to the next rating period rather than complete a second rating of record.

Section 6.

a. An employee in the unit who is not serving a probationary period, lose reduction in grade, or removal is proposed for unacceptable performance is entitled to:

(1) A minimum of (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.

(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 who propose the action

b. Employees under notice of unacceptable performance shall 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 thirty (30) calendar days, and only if substantial evidence justifies the action proposed.

c. An employee who is reduced in grade or removed for unacceptable performance shall be informed that the action may be appealed to the Merit Systems Protection Board and the phone number of the Union Office shall be included in the final letter of decision.

Section 7. 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.

c. Grievance concerning within-grade denials will be initiated within fifteen (15) workdays after receipt of the reconsideration decision.

Section 10. The senior rater profile will be maintained by each senior rater but will not be annotated on the rating form.

## ARTICLE 16

### REDUCTION-IN-FORCE

Section 1. General. The Employer shall inform the union of the reasons requiring the reduction-in-force (RIF) procedures with as much advance notice as practicable, but not less than three (3) days prior to announcement to employees, if possible. Reduction-in-force is a management right enumerated in P.L 95-454, Section 7106(a)(2)(A). Prior to implementation of any management decision to conduct a reduction-in-force, the union will be given an opportunity within the three (3) day time period identified above to meet and confer on the procedures to be exercised by management and appropriate arrangements for employees adversely affected by the reduction-in-force. The union agrees to promote understanding of necessary reduction-in-force actions. The employer and the union shall work toward minimizing the adverse impact of such action.

Section 2.

a. Office of Personnel Management (OPM) and Agency regulations covering reduction-in-force procedures shall be utilized throughout the RIF process.

b. For reduction-in-force involving fifty (50) separations or more, the union may establish a committee of three (3) to five (5) members who will be trained by the employer on official time, prior to *RIF*, on reduction-in-force procedures, and who will review management's proposed actions and provide comments and suggestions as appropriate. This committee will have access to information on compositions, grade and pay retention; veterans' preference rights; retention roster, information concerning employee retirements; resignations and transfers; declination of job offers; and job vacancies.

c. The employer will meet with representatives of the committee as required to resolve individual employee concerns. The union will be provided access, upon request, to information leading to adverse actions and separations of individual employees, including handicapped employees.

d. The employer agrees to develop an out placement counseling program establishing contact with Federal, State, municipal, and private employers to seek employment of separated employees and provide referral services for psychological and emotional support counseling, as well as career services.

(1) The primary emphasis of this program will be on securing employment for those employees to be separated. The goal of the out placement program will be, first, to attempt to place adversely affected employees in the Federal service consistent with the employee's skills and experience, and secondly, to attempt to place adversely affected employees outside the Federal service.

(2) A point of contact will be established within the Civilian Personnel Operations Center

to administer the program, throughout the reduction-in-force process, and to counsel employees.

(3) For reduction-in-force actions, involving less than fifty (50) employees, the employer will allow the union access to information identified in (b) above and will recognize union representatives in matters relating to individual employee concerns.

*Section 3. 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 reduction-in-force, the employer will furnish a copy of the retention register to the union, as soon as the retention register is available.

*Section 4. Repromotion Registers.*

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, when the union demonstrates that the register is necessary and relevant to a representational matter.

b. Repromotion to positions of former grades will be in accordance with OPM and Agency regulations.

*Section 5. Competitive Area Civilian employees of major subordinate command headquarters will be in separate competitive areas from civilian employees of the subordinate installations or activities where they are located.*

*Section 6. Competitive Levels.* The employer agrees to establish appropriate competitive levels to assure interchangeability of employees without undue interruption of the work programs.

## ARTICLE 17

### MERIT SYSTEM - PLACEMENT/PROMOTION

#### Section 1. General.

a. The employer and the union agree that promotions/placements will be in accordance with the provisions of law, Office of Personnel Management, and Department of the Army regulations including RIAR 690-21, Merit Promotions and Placement Plan (MPPP) with the exceptions of the provisions contained in the following sections .

b. The Employer will take affirmative actions to identify and eliminate systemic barriers which are prohibitive to equal employment opportunity. The Union agrees to cooperate 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 or sources to use, the Civilian Personnel Advisory Center has an obligation to determine which is most likely to best meet the employer's mission objectives, contribute fresh ideas and new viewpoints, and meet the employer's affirmative action goals.

#### Section 4. Competitive Procedures.

a. Area of Consideration. The area in which a search is made for Army candidates eligible for promotion, or reassignment/demotion to a position with promotion opportunity is the area of consideration. The minimum area of consideration is the area as determined by the CPAC which may produce not less than six (6) highly qualified candidates. The area of consideration will be defined in each vacancy announcement. The area of consideration as determined by the CPAC in consultation with the supervisor who has the vacancy, will take into consideration EEO affirmative action goals and number and quality of candidates expected. As a general rule, the minimum area shall be no less than the Directorate or equivalent, unless the number of highly qualified candidates is less than (3). In this case, the minimum area will be increased. All candidates on the initial referral list will be from the designated area of consideration.

b. When considering non-Army candidates under local competitive procedures, they will be rated, ranked and evaluated as nearly as possible by the same methods as Army candidates. The OPM candidates are an exception to this requirement and they are rated and ranked under OPM procedures. Such candidates will be referred at the request of the employer after all candidates referred from the area of consideration have been considered.

Section 5. Non-Competitive Considerations. Management has the right to select from other appropriate sources on a noncompetitive basis. These sources include reemployment priority lists, reinstatement eligibles, transfers from another agency, repromotion eligibles, reassignment

voluntary demotions eligibles, and candidates eligible for appointment under special authority such as Veteran's Readjustment or handicapped. Lateral reassignments and voluntary demotion requests will be handled in accordance with RIAR 69 0-21 .

*Section 6. Order of Placement Considerations.* All placement actions 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 appropriate skills files or other regulatory appropriate sources may be used to locate candidates depending on the position being filled, and may include voluntary consideration of candidates from outside the Department of the Army.

a. Vacancy Announcement. 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 CPOC that there will be recurrent vacancies for the same type of positions. Vacancy announcements will be posted on official bulletin boards within the unit.

(1) Each announcement will contain:

(a) Title, series, grade and short description of duties.

(b) Organizational and geographical location of the position. Summary of, or reference to minimum qualification standards for basic eligibility (as outlined in OPM Handbook X-118).

(c) List of any selective placement factors; e.g., frequent travel, unusual working conditions, hours, etc. determined essential to satisfactory performance. Justification for the use of any elective placement factors will be maintained with the promotion records.

(d) Summary of job related criteria factors to be used in determining which eligible candidates are "highly qualified."

(e) Rating and ranking methods to be used.

(f) If appropriate, information regarding the known promotion potential of the position to ensure that all applicants are aware of subsequent "career promotion" possibilities.

(g) Area of consideration

(h) Opening and closing dates for receipt of application and how to apply. Cutoff date for open continuous announcements.

(i) Equal Employment Opportunity statement.

(2) Time-in-grade and experience qualifications will be considered in accordance with regulation and past practice.

b. Candidate evaluation results of merit promotion and placement vacancy announcements and appropriate skill files may be used for a maximum 180 day period following the closing date of an announcement/issue date of appropriate skills files list, in order to fill similar positions that may arise within the major organization if they require the same highly qualifying skills.

*Section 8. Evaluating Candidates.*

a. The CPOC 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) If a rating and ranking ad hoc panel is convened, the panel shall use existing crediting plans or instruments when rating and ranking candidates, or justify changes thereto.

(2) No candidate will be screened out for the failure of his/her supervisor to complete a rating. The rating must have been obtained within the preceding fifteen (15) months. In the event the employee has worked for his/her current supervisor less than 120 days, his/her last immediate supervisor may complete any necessary supervisory rating.

(3) Panel members will be chosen based on the following criteria:

(a) Members will be appointed by the Employer, based on criteria contained in Department of the Army and Office of Personnel Management regulations' which among other requirements specify that members:

- (1) Must occupy positions equivalent to or higher in grade than the position to be filled.
- (2) Must have the necessary technical competence.

(b) Union may submit a separate list of rater nominations selected from employees in the bargaining unit for each directorate/office to the CPAC.

(4) The panel will rate/rank all applicants who meet the basic requirements.

(5) Documentation will be developed by the panel for all basically qualified candidates which will show how the highly qualified candidates were identified.

(6) A selecting official or manager who approves the selection normally will not serve on the panel unless there are no other qualified raters available.

c. Referral Certificates:

(1) Candidates for promotion or placement shall be referred in alphabetical order on a selection certificate to the selecting supervisor. The employer may also designate the number of minorities and females on the certificate. Selecting officials will review the qualifications of all candidates referred to them on the referral and selection register. In the event the original competitive selection list is rejected and a second competitive list requested, the supervisor will provide the reasons for rejection to the CPAC. Upon request, the reasons will be provided in writing to the union.

(2) A reasonable number of best-qualified candidates will be certified. That number will be determined by considering factors such as scores of qualified candidates on crediting plans and/or instruments, affirmative action goals, and the number of applicants. If the minimum area of consideration has produced only one or two candidates who meet the highly qualifying criteria to a satisfactory level, these candidates can be referred without extension of the area, provided they are acceptable to the deciding official.

(3) All employees in the minimum area of consideration who are referred for selection, either competitively or non-competitively, shall be notified of the fact.

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, he/she may select a candidate from the non-competitive selection certificate.

(2) The selection is to be made on the selecting supervisor's judgement 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 most successfully perform the duties of the position, in the opinion of the selecting supervisor. Supervisors shall be required to justify selections based on qualifications of candidates, if necessary, to resolve grievances or complaints. Supervisory selection statements will be maintained in the CPAC for a reasonable time in accordance with Section 12 of this Article. A selection matrix is not required.

(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 the necessary contact to arrange a date for the selectee to report for duty. An employee selected for the promotion or placement will be released to assume the duties of the position in accordance with RIAR 690-21. Employees who are selected for a competitive detail or a competitive temporary promotion will be released to the gaining organization. Such release will occur no later than 2 pay periods after the selection absent compelling mission needs.

*Section 9. 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, not less than thirty (30) days. Temporary promotions of more than 120 days will be accomplished under competitive 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 competitive detail/temporary promotion may be narrower than for permanent placement.

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

e. Details to positions with higher level duties and responsibilities will not be assigned to employees on a continuing basis with the intent of circumventing merit promotion procedures.

f. 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.

g. 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 10. Priority/Repromotion Consideration.

a. 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 he/she 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 he/she was not properly considered. When the CPOC 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 11. Information to Employees.*

a. The local Merit Promotion and Placement Program, will be made accessible to employees.

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

c. Questions about the promotion program or specific promotion actions should be referred by an employee to his supervisor. The staff of the CPAC will be available to assist the supervisor in answering questions and providing guidance needed. Direct contact or calls by employees to staff members of the CPAC are discouraged inasmuch as they bypass the supervisor in matters for which he/she has responsibility.

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

(1) Whether the employee was considered for promotion and, if so, whether he/she was 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.

e. Upon written request by a candidate who was not referred among the best qualified, his/her supervisor will obtain information from the Civilian Personnel Office, as necessary, regarding areas in which the employee needs to improve in order to increase future competitive opportunities, and counsel the employee accordingly.

*Section 12. 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 CPOC for a period of two (2) years. Subsequent to that time, those records will be forwarded to records holding for a period of three (3) years. The records will be maintained in such a manner as to allow a third party to be able to reconstruct the personnel action.

*Section 13. 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 the prior written consent has been obtained by the union from the individual to whom the information requested pertains. Time required for grievants/representatives to obtain such information will be given due weight in determining need for extensions of time limits during any step of the grievance procedure. When requesting information for promotion actions, the following procedures will apply:

a. The Union will contact the CPAC for the job vacancy in question. This initial contact will be oral.

b. Information considered appropriate to be released to the Union by the personnel specialist includes SF 52, Request for Personnel Action, vacancy announcements, career referral requests, application material to include SKAP, KSA, SF 171 or other material identified in the applicant's qualifications and experience for the position. The following matrix designates information releasable by the Personnel Staffing Specialist:

#### **Information Releasable**

*(1) Request to Fill SF-52 - Sanitized of personal information*

*(2) Application Material Documents related to the grievant and selectee (sanitized)*

*(3) Crediting Plan Career Program elements as available (in camera)*

*(4) Rating and Ranking Documents related to the grievant and selectee*

*(5) Referral List - Complete list*

*(6) Selection documentation*

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

matter.

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

## ARTICLE 18

### VOLUNTARY ALLOTMENT OF UNION DUES

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

*Section 2. Employee Eligibility* . An employee may, at any time, authorize an allotment from his/her pay for the payment of union dues (the regular, periodic amounts required to maintain good standing in the union) provided he/she meets all the following requirements:

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

*Section 3. Procedure.* Deduction of union dues for an eligible employee will be accomplished by the employer's Finance Office, beginning with the first pay period after receipt of the employee's properly completed and signed SF 1187, in duplicate, provided the designated official of the union has completed and signed Section A of the SF 1187, in duplicate, certifying the amount, and has submitted such form to the Payroll Office.

*Section 4. Amount.*

- a. The amount of the Union dues to be deducted each pay period will remain as originally certified on the SF 1187 by the designated Union Official until a change is made and certified by such official and the certification is submitted to the Payroll Office.
- b. Any change in the amount of an employee's regular dues with resultant change in the amount of the dues deduction of such employee per pay period will be effective with the deduction made for the first complete 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 (10) months. The Employer agrees to deduct back dues from employees whose allotments have been temporarily stopped due to an administrative error.

*Section 5. Termination.*

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

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

(2) Loss of exclusive recognition by the Union.

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

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

b. An employee's allotment for the deduction of union dues may also be terminated by the employee submission to the employer's Finance Office of a Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. A termination of allotment under this section shall be effective with the first full pay period following either one (1) year from the date the dues assignment was affected or 1 September, whichever is later. The revocation must be received prior to such date. Upon affect of any such properly executed Standard Form 1188 by the Finance Office of the employer, the employer shall immediately transmit the duplicate of such form to the designated union official.

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

*Section 6. Remittance.* The employer, through the Payroll Office, will transmit to an addressee designated by the union, no less than three (3) nor more than five (5) days after each payday the following:

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.

b. A list identifying the union by name and local number which will include the name of each employee member of dues deduction, and the amount of the deduction made for each such employee member. Such list will be in alphabetical sequence.

*Section 7. Informing Employee*

a. The union recognizes its obligation to inform and educate its members of 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 the amount of its dues.

b. The employer, through the Payroll Office, agrees to maintain a supply of the prescribed form (SF-1188) for use in revoking an allotment and to make this form available to employees upon request. Written requests for revocation of allotment which are otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the prescribed form.

Section 8. In the event the dues deduction is not terminated, in accordance with Section 5, the employee will be responsible for notifying the Employer's Finance Office.

## ARTICLE 19

### HOURS OF WORK

*Section 1. Standard Work Week.* The basic workweek will consist of five (5) consecutive eight (8) hour days normally scheduled Monday through Friday.

*Section 2. Notification to Employees.* Unit employees shall be notified prior to the establishment of, or change to, a regular tour of duty.

*Section 3. Shift Work* Employees who work in continuous operations or multiple shift operations will be assigned fixed shifts.

a. Rotation of employees to vacant positions on any given shift will be kept to an absolute minimum to meet mission requirements. Personal emergencies of short duration, short term training, workload/manpower balancing, and matters of public exigency will be the primary reasons to warrant rotations..

b. Slotting of employees to vacant positions on any given shift will be open to bid for those employees on order shifts who are in the same division, job classification, grade, series, and position description number

c. The vacant position will be offered (open for bid) to the employees in the order of service computation date. In case of ties, time-in-grade will be the determining factor.

d. If no employee in the division bids for the vacant position, recruitment may be initiated to fill the vacancy of that shift.

e. When changing from a different tour of duty to shift work, the initial slotting of the employees will be accomplished in the manner described in paragraphs b, c, and d above. The actual assignment of employees to new shifts will take place no later than 60 days after the Union and the Employer agree on terms of the change.

f. Employees will be allowed one (1) ten (10) minute rest period during each for (4) hours of continuous work. One lunch period will be allowed during their eight hour shift or nine hour shift. In areas where three (3) eight (8) hour shifts are in operation, a lunch period of fifteen (15) minutes (on the job, at the site) will be allowed and counted as time worked for compensation.

g. Reorganization or change in staffing patterns will be filled as if the positions are vacant using paragraph b, c, and d above.

*Section 6. Starting Times -* Employees must select a starting time, subject to the approval of the supervisor, and must remain on their chosen or assigned schedule a minimum of 90 calendar days. Supervisors may approve exceptions to the 90 day rule on a case by case basis **for emergencies or unusual circumstances. Such exceptions should be the exception rather than**

**the rule and require prior notification** of the circumstances by the supervisor to the senior steward or the area or the President of the union if there is no Senior Steward serving the area. In the case of changes to work schedules which would impact employees already on AWS, SCD will be used to "break" ties when multiple requests exist for the same day off or 8 hour day. No bumping of employees is inferred in this Article.

a. General. Employees in the unit will coordinate their hours of work with their supervisor.

b. Definitions.

(1) Core time: That portion of the workday during which all employees must be present for work will be 0830 to 1430 hours.

(2) Starting Time: The time an employee is required to report for work (employees may request a Start Time between the hours 6:00am and 8:30am subject to supervisory approval). Exceptions to the starting times may be made for exceptional circumstances on a case by case basis, with agreement of the union, when the need to accommodation is based on personal hardship or the accommodation of a handicap, and in the case of personal hardship, the need for accommodation is to continue for a specific period of time.

(3) Lunch period: A portion of the workday between 1100 and 1300 hours in which lunch will be scheduled for 30 minutes, 45 minutes, or one (1) hour. Lunch periods will be coordinated with the employee's supervisor.

(4) Seniority: An employee's length of service computed by the officially recorded service computation date (SCD).

(5) Workday: An eight (8) hour period excluding lunch period.

c. Procedures.

(1) Each employee will consider the requirements and responsibilities of their job assignments, the interface with other employees and organizations, and the overall mission accomplishment and complete the appropriate form indicating, the desired tour of duty.

(2) Management may deny the requests of specific employees on an individual basis for mission related reasons. Such denials will be determined by the supervisors and reasons provided to the employee upon request. Oral requests will be responded to orally, written requests will be responded to in writing. The employer retains the right to establish tours of duty or work shifts. The employer also retains the right to implement or determine changes to existing work schedules to meet mission needs. In situations when an employee's desires for a specific work schedule, shift or tour of duty cannot be met by the employer, the employer shall determine the work schedule, shift or tour of duty the employer will work.

(3) If a request cannot be approved, the supervisor will discuss the need for a different tour of duty with the employee emphasizing the job and/or mission requirements which require an

adjustment. If unable to arrive at a mutually agreeable tour of duty, the tour of duty shall be assigned by the supervisor. When more than one (1) employee is qualified (identical job title, series code, and grade) and fully knowledgeable of the required position functions, the supervisor will select a volunteer(s) to work the required tour of duty. In the event that needs are not met by a volunteer(s), the supervisor will assign the tour of duty based upon inverse order of employee seniority.

(4) Approved tours of duty may require temporary adjustments to accommodate meetings/conferences, changes to workload requirements, 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 the employee can make arrangements to report for the revised temporary work schedule.

*Section 7. Rest Periods.* In the interest of increasing or maintaining high quality production, the employer agrees that employees shall be granted a ten (10) minute rest period during each four (4) hours of continuous work, before and after the lunch period. The employer shall have the right to determine when the rest periods will be taken. This break period, of course, does not include a reasonable number of restroom visits nor does it include a reasonable number of short rest periods for employees for example who predominately use the computer and must leave the computer for short periods (5 minutes per hour) to relieve neck, wrist and eye strain. This is not an official break time. Rather it is a period of time where employees may relieve themselves of the stress of continual use of computers etc. by performing other job functions, returning phone calls, discussing job issues with supervisors or other employees, visiting the restroom, etc.

*Section 8. Religious Observance.* To the extent that such modification in work schedules do not interfere with the efficient accomplishment of the mission, the employer agrees to afford individual employees the opportunity to work compensatory time and grant compensatory time off to an employee requesting such time off for religious observances. Such request by the employee shall be made in writing no later than five (5) workdays in advance of time off. Any of the overtime hours to be used for compensatory time shall be worked prior to the absence.

## ARTICLE 20

### COMPRESSED WORK SCHEDULE

*Section 1. Purpose.* Bargaining unit employees are required to work eighty (80) hours over a two (2) week period. The purpose of this Article is to define the alternate work schedules (AWS) acceptable for completion of this requirement. Employees electing a work schedule, must remain on their chosen schedule a minimum of 90 calendar days. For the purposes of the Agreement, a compressed work schedule is a schedule in which employees work 80 hours in less than 10 days, on a fixed schedule of starting and quitting times. A flexible work schedule is a schedule in which employees work 80 hours over a 10 day period, and where the employee may vary work hours and/or starting times around an established set of core hours. Supervisors may approve exceptions to the 90 day rule on a case by case basis for emergencies or unusual circumstances. Such exceptions should be the exception rather than the rule and require prior notification of the circumstances by the Supervisor to the Senior Steward or the President of the union if there is no Senior Steward serving the area. In the case of changes to work schedules which, would impact employees already on AWS, SCD will be used to "break" ties when multiple requests exist for the same day off or 8 hour day. No bumping of employees is inferred in this Article.

#### *Section 2. Compressed Work Schedule.*

a. The Parties agree to the 5/4/9 compressed work schedule. All bargaining unit employees will be eligible to participate. Management may exclude specific employees on an individual basis for mission related reasons. Such exclusion will be determined by the supervisor and reasons provided to the employee upon his or her request. Employees electing a Compressed Work Schedule must remain on their chosen schedule a minimum of 90 Calendar Days.

b. Employees will consider the mission and organizational requirements, the responsibilities of their job requirements, and the need to interface with other employees when proposing an alternative work schedule. The proposed schedule shall be provided to the immediate supervisor, for approval in writing. The proposed schedule will specify eighty (80) hours over a pay period. The approved alternative work schedule shall remain in effect for a period of 90 Calendar Days or until a change is authorized by the supervisor.

c. 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.

d. The 5-4/9 work schedule covers a two (2) week pay period and consists of nine (9) hour daily work requirements for eight (8) days and eight (8) hour daily work requirements for one (1) day for an eighty (80) hour biweekly requirement. For example:

	Pay Period of 80 hours				
	Monday	Tuesday	Wednesday	Thursday	Friday
1st week	9 hrs	9 hrs	9 hrs	9 hrs	9 hrs
2nd week	9 hrs	9 hrs	9 hrs	8 hrs	day off

(1) For the 5-4/9 CWS, the employee will specify over the two week pay period which days he/she proposes to be 9 hour days; which day will be the eight (8) hour day, and which day during the pay period is proposed as the day off. The hours scheduled must total eighty hours over a two (2) week pay period and must be scheduled as eight nine-hour days; one eight hour day, and one day off. However, the proposed schedule may be in any order of days.

(2) First line supervisors may schedule days off under the 5-4/9 CWS such that no more than 25% of the total workforce will be off on the same day. Sick leave, annual leave, and TDY assignments will not impact on this requirement. Subject to mission requirements as determined by the supervisor, conflicts between employees' required off days may be resolved by length of creditable Federal Service (SCD).

Section 3. Policy.

a. The CWS of the employee may be changed by the first line supervisor under the following circumstances:

Employees on a TDY or training mission requirement will adjust their tour of duty to comply with mission requirements of the host activities schedule. When the TDY/training period encompasses the employee's scheduled eight hour day and/or day off, the employer (first line supervisor) may direct a change in the schedule to require the eight hour day and/or the day off to be changed to the alternate week of the same pay period. In the event of long term TDY/training, the employee will comply with the host activity's work schedule. If less than 80 hours are worked in a pay period for any reason the difference will be adjusted by the use of annual leave, LWOP, or any earned credit hours from the previous pay period.

b. The employee will be required to use the amount of sick or annual leave required to cover the scheduled hours in the duty day, e.g., a scheduled nine hour day will require nine hours of leave if the entire day is taken off. However, in the interest of minimizing sick and annual leave usage, the employee on the 5-4/9 CWS may request to change the scheduled off duty day or the scheduled eight hour day to replace a scheduled nine hour day used for leave. This may only be done during the same pay period.

c. For employees working a Compressed-Work schedule, who have a Holiday, which falls on a scheduled workday. The following rules apply:

(1) Compressed work schedule basic work requirements. A full time employee must work 80 hours in a bi-weekly pay period and must be scheduled to work on fewer than 10 workdays.

The Tour of Duty is defined by the fixed compressed work schedule established by the Agency. A full time employee prohibited from working on a Holiday or an in-lieu of Holiday, is entitled to pay for the number of hours of the compressed work schedule for the employee on that day.

(2) For employees working a Flexible Work Schedule, who have a Holiday which falls on a scheduled workday, will receive 8 hours of holiday pay. Such employees must move their scheduled 8 hour day to the day of the Holiday or in-lieu of holiday.

d. When an employee has three (3) consecutive days off and a holiday falls on one of those days, the following rules apply in designating an "in lieu of" holiday. When the holiday falls on the employee's first or second day off, the preceding work day shall be designated as the in lieu of holiday. When the holiday falls on the employees third day off, the following work day shall be designated as the "in lieu of" holiday. When an employee has a scheduled off duty day which does not provide for three consecutive days off, the "in lieu of" holiday will be considered the preceding work day.

e. Anytime an employee is authorized by the Employer to work beyond the scheduled hours in a day, he/she will be compensated in accordance with law For example, an employee who is scheduled to work nine (9) hours in a day and who is authorized to work (10) hours on that day will be compensated with one (1) overtime or comp time hour. Likewise, an employee who is scheduled to work one eight-hour day and who is authorized to work ten (10) on that day will be compensated for two (2) overtime or comp time hours and so forth. Scheduled hours will not be adjusted solely to avoid or create overtime entitlements Time keeping will be in accordance with present regulations.

f. The Employer retains the right to establish tours of duty and work shifts. The Employer also retains the right to implement or determine changes to existing work schedules to meet mission needs. In those situations where an employee desires a specific work schedule, shift, or tour of duty which cannot be met by the Employer, the Employer shall determine the work schedule shift or tour of duty the employee will work.

*Section 4. Rest Periods.* In the interest of increasing or maintaining high quality production the Employer agrees that employees; on alternate work schedule shall be granted a fifteen (15) minute rest period during each four (4) hours of continuous work, before and after the lunch period on each 9 hour day and 10 minutes during each four (4) hours of continuous work before and after the lunch period on the eight hour day. The Employer shall have the right to determine when rest periods will be taken. This break period, of course, does not include a reasonable number of restroom visits nor does it include a reasonable number of short rest periods for employees for example who predominately use the computer and must leave the computer for short periods (5 minutes per hour) to relieve neck, wrist and eye strain This is not an official break time. Rather it is a period of time where employees may relieve themselves of the stress of continual use of computers etc. by performing other job functions, returning phone calls, discussion job issues with supervisors or other employees, visiting the restroom, etc. Break times may not be used in conjunction with the lunch period for the purpose of extending the lunch period.

*Section 5. Shutdown.* In the event of a planned shutdown employees who are participating in the 5/4- Compressed Work Schedule may elect to switch their scheduled eight-hour day and their day off into the period of the planned shutdown, so long as it is within the same pay period. Employees will only be allowed to make this kind of change during the pay period of the shutdown. Normal schedules must resume thereafter.

## ARTICLE 21

### OVERTIME

*Section 1. Distribution.* The opportunities for overtime assignments shall be distributed fairly and equitably to all employees in their particular job classification and cost center. Individual employees will not be forced to work overtime against their expressed desires so long as full requirements can reasonably be met by other qualified employees willing to work. In the event full requirements are not met, management will direct individual employees to work as required.

*Section 2. Work in Progress.* It is understood that when overtime of short duration is required for special projects, work to complete these projects or work already in progress to meet required deadlines or emergencies, the employee or employee, involved will normally be given the first opportunity for the overtime assignment. Management may, however, direct any employee to work overtime who Management deems has the necessary technical competence to complete mission requirements in the most efficient manner Management will not exercise this right solely for the purpose of circumventing the equitable distribution of overtime.

*Section 3. Records.* Each supervisor, as required, shall maintain records of overtime worked in his/her area of responsibility and shall present these records to the steward of the area involved for review when requested. If there is no steward, the records will be presented to the chief steward when requested. An employee who works overtime will be credited with overtime worked. If an employee declines the overtime work, he/she will be credited as having worked the overtime for purposes of establishing that overtime distribution has been equitable.

*Section 4. Failure to Report.* Employees who have been directed or have agreed to work overtime in accordance with this Agreement, but fail to report to work at the assigned overtime shift. Must report within one-half (1/2) hour after the beginning of the shift to their supervisor, stating the reason for their inability to work their assigned overtime shift. If the employee does not call in or have in acceptable reason, he/she will then be denied his/her turn for overtime, the next time he/she becomes eligible for overtime assignment. Failure to report for overtime may be the basis for disciplinary action.

*Section 5. Call Back.* Employees called back on unscheduled overtime shall receive two (2) hours pay at the overtime rate regardless of, the actual time worked during this two (2) hour period.

*Section 6. Compensatory time* is time off during a basic workweek granted to employees in lieu of payment for overtime. Compensatory time is not an absolute employee right and is always subject to Management approval. All employees will receive overtime pay or compensatory time for work performed beyond normal duty hours, which is officially ordered and approved. Such compensation shall be awarded under controlling regulations and/or laws.

*Section 7.* Overtime pay, standby pay, or compensatory time, for employees requested to remain on a standby status or directed to accomplish travel for an official purpose, will be in accordance with applicable law and/or regulations.

*Section 8.* In all cases, employees will be compensated for work performed in accordance with Law.

## ARTICLE 22

### LEAVE

*Section 1. Annual Leave.* Consistent with the Employer's need of the individual, annual leave, which is requested in advance, will normally be approved. Annual leave is an entitlement by law. It will be the responsibility of the supervisor, in consultation with the employee, to schedule annual leave in order that it will not be forfeited, and so that it causes the minimum impact to mission requirements.

a. The number of employees granted annual leave during any given period shall be governed by the workload requirements and the number of employees required for completion. However, when an application for leave has been submitted, approved, and signed by the responsible supervisor, such leave shall not be cancelled except for compelling mission reasons. At the request of the employee, cancellations for compelling mission reasons will be in writing and will include the reasons. When it is impractical to grant multiple requests for leave for a given period. Other considerations in determining which request to grant should be given to such factors as: whether employees have children of school age and cannot benefit from vacation taken when their children are in school, amount of leave to employee's credit, length of creditable federal service.

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

c. Each employee shall be responsible for planning and making timely request for his/her annual leave for vacation purposes in accordance with his 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. Supervisors will consider advance requests (minimum of two (2) workdays), for annual leave for observance of religious holidays.

*Section 2. Union Requests.* Upon request of the Union, employees who are selected to serve in the capacity of Union Representative or Officer 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 consideration of mission requirements in accordance with FPM 630.

*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 excusable time will not exceed four (4) hours, except in unusual cases. When the employee must travel a long distance, or when an unusual need for recuperation occurs, up to four (4) additional hours may be authorized. (Normally, an employee will donate not more than four times per year including plasma donations.) Exceptions to this will include agency appeals for donors, civil emergencies and rare blood types. Employees who elect to donate for their own medical purposes may request sick leave. Blood donor leave is not appropriate for these donations.

*Section 4. Court Leave.*

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

b. If an employee is excused or released by the court for any day or a substantial portion of a day (two (2) hours or more), he/she is expected to return to duty. Provided the return would not cause the employee hardship because of the distance from home, duty station, and the court. Employees so excused or released shall contact their supervisor for determination. Failure to return to duty when directed may result in a charge to annual leave, leave without pay, or absence without leave.

c. Leave, if an employee is subpoenaed to appear in civil court as a defendant or witness, leave will be handled in accordance with applicable law and regulation.

*Section 5. Sick Leave.*

a. Employees shall accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so that it will be available to them in case of extended illness.

b. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties by a bona fide illness or injury, or in other circumstances as set forth in Department of the Army Civilian Personnel Regulations and the Family Medical and Family Friendly Leave Acts, to include medical, dental or optical appointments or care of family members in instances of communicable diseases as identified in the current regulations.

c. When an employee becomes sick or incapacitated on the job, he/she shall notify the supervisor or appropriate authority.

d. It is agreed that 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. Notification of absence by the employee does not confer leave approval. Any leave denial will be documented in writing and provided to the employee, upon request. 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.

e. All employees will be required to furnish a doctor's certificate for periods of absence on sick leave over 3 days (24 hours) of continuous duration.

f. Employees will submit advance requests for sick leave for doctor and dentist appointments, out patient treatments or tests and examinations, etc. Each supervisor will establish a call in chain of authority, including a telephone number for employees to report absences due to illness. Upon return to duty, the employee will submit an SF-71 for approval of sick leave for the absence with any documentation required in accordance with paragraph (e) above.

g. An approved absence, which would otherwise be chargeable to sick leave, may be charged to annual leave if requested by the employee. The supervisor will provide written justification for any denial of such request. The Employer will consider requests for leave without pay.

#### Section 6. 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. When the supervisor notices excessive usage of leave and:

a. No abuse is indicated:

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 annotate the counseling on the employees SF-7B card. 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. When placed on a sick leave restriction, the employee will be issued a SMCRI Form 304, "Sick Leave Restriction", and 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 supervisors will not utilize low leave balances as the only justification for determining sick leave abuse.

*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 and without regard to factors such as age.

b. The Employer may approve reasonable and legitimate requests for advanced sick leave of up to thirty (30) days. 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 with reasons why requests are modified or refused in a timely manner.

*Section 8. Registration and 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. He/she may be granted an amount of excused 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's request will be made on the Monday preceding election day, directed to their immediate supervisor so that he can make appropriate plans to reschedule his workload.

*Section 9. Family Medical Leave Act*

The Parties agree to be bound by the provisions of the Family Medical Leave Act to include any amendments

*Section 10. 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 are 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 11. EAP Leave.* Annual leave, sick leave, or leave without pay is appropriate for employee participation in treatment in counseling sessions off the installation to which the employee is referred by the Employee Assistance Program

*Section 12. Weather and Road Conditions.*

a. When circumstances restrict traffic due to hazardous driving conditions, liberal annual leave may be granted employees normally using such roads traveling to and from work.

b. When the Employer determines 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.

c. When the installation is closed and employees are required to remain at the work station due to exigencies of work, and are unable to depart, they shall be compensated in accordance with applicable regulations.

*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. Approval of Leave and Leave Records.* Only an employee's immediate supervisor, or designated supervisory representative, will have authority to approve use of leave. Management representatives, or employees who have been assigned duties which causes a legitimate business "need to know" will be the only individuals with access to leave records. The Parties recognize the need to maintain confidentiality of such records in accordance with Law. Under no circumstances will employees other than supervisors or designated supervisory representatives (acting supervisors) have the authority to grant leave.

*Section 15. 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 30 calendar days in advance for each scheduled shutdown of 8 hours or less, with a minimum of 90 calendar days notice, 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. The Parties agree that in case of any of additional holiday or administrative leave granted by Presidential decree for any period for which the employee has been required to take annual leave/or LWOP. The Employer agrees to convert an equal amount of time from annual leave to administrative leave or administrative leave or holiday pay, as appropriate, to the extent that such conversion is permitted by Law, Rule, or Regulation.

e. 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.

f. In the event that a portion of the bargaining 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 in the needed classifications (i.e., title, series, and grade) and cost center 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.

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

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

## ARTICLE 23

### USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. 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 co-use office space, as available, at no charge to the union. The Employer further agrees not to terminate use of the current office space co utilized by the union without adequate advance written notice (Normally 90 Calendar). Unless there is a compelling need for less notice, and in such a case, reasonable notice and opportunity to bargain over the proposed change as appropriate.

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 non- electronic bulletin boards shall be available for use by the Union for the posting of notices and literature of the Union. A bulletin board limited to Union use shall be made available near the entrance to the Union office. The Union may install, at their option, Union-owned bulletin boards not to exceed 4' X 4' in size. The bulletin board location (generally adjacent to the official bulletin board) and method of installation will be approved by the Labor and Management-Employee Relations Office prior to the installation. The Employer will furnish written reasons to the Union for any disapproved Union requests for bulletin board installation. The Union agrees to furnish the Employer (CPAC) ten (10) copies of each AFGE 15 Newsletter. All Union postings shall be identified as "Official Union Posting" either by content or identifying stamp.

b. The Union shall maintain its portion of each bulletin board and shall be responsible for all material posted by the Union. This requirement includes Union postings on electronic media. Concerns of the Employer regarding Union postings will be discussed with the Union President prior to any denial of use.

c. Failure to meet the obligations and responsibilities of this Article may result in loss of posting and distribution privileges.

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

*Section 5.* The Union will be allowed access to the existing Employer's weekly publication, the "Bulletin" and the Employer's closed circuit television system electronic bulletin board, for use in publication of announcements regarding Union meetings, special Union functions (i.e. social events), and Federal Employee Almanac sales. No announcements of a derogatory nature towards the Employer will be considered for publication through these systems. The Union will be governed by the same restrictions (i.e., space limitations, available time slots, time limits for publication, etc.) as those pertaining to other organizations that are permitted access to or use of these systems.

*Section 6.* - The union shall be afforded reasonable use of the Employer's copy machines, fax machines, computers, etc. for conducting its business related to its representational duties except as otherwise identified in this Agreement. Such use will not extend to the internal business of the Union.

## ARTICLE 24

### SAFETY AND HEALTH

*Section 1. General.* The Occupational Safety and Health Program (RIAR 365-2) shall serve as the local implementation of the policies, responsibilities, and procedures required by higher authority, and Department of Labor Rules and Regulations, Chapter XVII of Title 29. The Employer shall make every reasonable effort to provide and maintain safe working conditions. 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 Council Committee.*

The Employer shall establish a committee responsible for aiding in the establishment of the installation safety program and determining its adequacy, effectiveness and methods of improvement. The board 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 the commander and all committee members.

*Section 3. Inspections.* All work places will be inspected periodically by safety and health personnel. Inspections will be conducted by supervisors at least annually, including office spaces and similar work places where there is minimal risk involved. 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 condition, issued as a result of an inspection for 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 permanently post a Department of Labor poster on official bulletin boards, informing employees of protections and obligations provided for in OSHA and Executive Order 12196.

*Section 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. 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 this time, the matter will be referred to the 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. Employee Injuries and Illnesses.

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

b. The supervisor shall provide the employee with a CA- I for traumatic injuries or Form CA-2 for occupational diseases and 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 regular 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 Employees' Compensation Act regarding use of leave, or salary continuation by the employee's supervisor(s) or representatives from the Civilian Personnel Office.

Section 10. Medical Examinations.

a. The Employer may require an employee to report for medical examination under circumstances, such as, in order 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 his/her physical or mental condition be evaluated in relationship to unacceptable performance, conduct, or leave problem.

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

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

*Section 11. 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-job-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 equipment conducive to noise elimination.

(4) Appropriate health information.

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

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

(7) Transportation for employees who become ill or are injured on the job subject to one of the following: 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; 3) 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 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) AIDS Education Program.

*Section 12. 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 13. 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 he/she has not had recent training of this type, (i.e., Employee Right to Know, Basic CPR, First Aid, etc.) offered within the bargaining unit, and other safety training as determined appropriate by the Parties.

*Section 14.* The Employer agrees to furnish all equipment and establish all procedures required by Law to accommodate handicapped employees in the performance of their job.

*Section 15.* In accordance with applicable Law and regulation, employees will receive hazard pay differential for any period in which he/she is subjected to physical hardship or hazard not usually involved in carrying out the duties of their position.

*Section 16. AIDS.*

- a. The utmost effort will be made to preserve the confidentiality of personal/personnel medical records of an employee. All medical records will be restricted to persons with a BONA FIDE "need to know".
- b. Management will provide, or make available, individual protective masks and protective gloves to certified CPR employee volunteers.

*Section 17. 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 25

### CONTRACTING OUT OF WORK

Section 1. The Employer agrees to follow the provisions of OMB Circular No. A-76; OMB Circular No. A-76, Revised Supplemental Handbook; AR 5-20; DA Pamphlet 5-20 and other relevant statutes, regulations, and guidelines in all considerations of contracting work that may result in adversely impacting employees within the bargaining unit. The Employer acknowledges responsibility to involve the workforce, and the Union as the representative of the workforce, to the maximum extent feasible in every potential contract and cost comparison related to work of bargaining unit employees.

Section 2.

a. The Employer agrees to follow the provisions of 5 CFR, Part 300, Subpart E, in those instances where a decision has been made to employ the use of private sector temporary employees or the use of contractor personnel to fulfill a service contract.

b. The Union will be notified prior to any decision and as a minimum afforded an opportunity to submit suggested alternatives to the use of these personnel. Such suggestions may be, but are not limited to, use of overtime, reassignments, etc.

c. The Employer retains the right to make these decisions, however, will not do so:

(1) In lieu of the regular recruitment and hiring procedures under the Civil Service laws for permanent appointment in the competitive service,

(2) To displace a Federal Employee,

(3) To circumvent controls on employment levels,

(4) In lieu of appointing a surplus or displaced Federal Employee as required by 5 CFR, Part 300, Subpart F and Subpart G.

Section 3.

a. Inventories and Schedules. The Employer shall provide the Union at least annually, and each time changes occur, an inventory of all HQ, IOC functions, positions, and spaces judged to be "contractible" and, therefore, subject to OMB Circular No. A-76. In addition, the Employer shall furnish the Union at the beginning of the fiscal year, and each time changes occur, a schedule of planned and proposed contracting studies and initiatives for the current fiscal year and the next four (4) years. The Employer shall also provide the Union with all detailed schedules and plans for specific cost competition studies.

b. Union Participation. The Employer agrees to involve the Union in all contracting/cost competition proposals and studies at the earliest stages consistent with law and policy. Specifically, the Union shall have the right to participate in:

(1) Developing Performance Work Statements (PWS) for prospective cost competitions. The Union shall have the opportunity to submit suggestions for the PWS during its preparation and the right to review and comment on the draft PWS document prior to completion.

(2) Conducting Management Studies for the Most Efficient Organization (MEO). The Employer shall solicit Union ideas and recommendations during the Management Study to determine the MEO for the in-house cost bid. The Union shall have the right to review and comment on the draft Management Study for the MEO prior to any final decision by Management.

(3) Regular Briefings and Updates. The Employer shall advise the Union of all actions relating to contract initiatives governed by this article at least quarterly and more frequently as warranted. During form A-76 studies, the Employer shall meet with the Union at the time of the study announcement and at least monthly thereafter for status reports, schedule changes, and updates.

*Section 4. Solicitation for Bid.* The Employer agrees to provide the Union with a copy of the solicitation for bid on the date that solicitations are mailed.

*Section 5. Right to Appeal.* The Union may appeal the comparative cost analysis and its results in formal A-76 studies within fifteen (15) workdays after the announcement of the initial decision and the cost comparison and supporting documents become available to the Union. Appeals must be in writing and follow processes prescribed by regulations. Upon request by the Union, Management may extend the normal appeal period, consistent with regulatory guidance.

*Section 6. Union Responsibilities.* All Union participation in contracting deliberations and studies shall conform to controlling OMB, DOD, and DA regulations and policies, particularly those regarding confidentiality and non-disclosure.

*Section 7.* The Employer agrees to minimize adverse impact of contracting on employees by using all available resources to place and retain in Federal service all affected employees and to provide out-placement services, including job search and retraining programs.

## ARTICLE 26

### TRAVEL PER DIEM

*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 on his/her 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.

*Section 2. Travel Time.* To the maximum extent practicable, no employee will be required to travel during non-duty hours. In the event non-regular working hour (non duty) travel is directed, the supervisor, or directing official will, upon written request from the employee, furnish a written statement of the reasons for ordering such non-duty travel. When an employee is required to travel during non-duty hours, the employee will be compensated in accordance with the Law.

*Section 3. Scheduling Consideration.* An employee on temporary duty may delay his/her 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 per them allowance or other travel status purposes.

*Section 4. Notice for Travel.* Employees will be given the maximum amount of advance notice that mission permits.

*Section 5. Submission of Travel Vouchers.* Travel vouchers will be submitted in accordance with guidelines established by regulation. The Finance and Accounting Office may request receipts for any amount when a travel claim is expected to be fraudulent.

*Section 6. Use of Government Quarters.*

a. Employees who travel on TDY to posts, camps, stations, bases, and depots will be required to utilize adequate Government quarters, when available for the full duration of the TDY, in accordance with applicable regulations. A verification of availability/non-availability will be made by the Employee as early as practicable in advance of the beginning of the TDY (normally five (5) workdays) and will be documented on TDY orders. A certificate of non-availability issued by the billeting office will not be required when it is determined in advance that quarters are not available. In the event that Government quarters are not available, the employee will be authorized to stay in commercial lodging for the duration of the TDY.

b. The Employer retains the authority to determine that the use of available Government quarters would adversely impact the performance of the assigned mission and therefore would not be used. Such a determination may be made and commercial lodging authorized, based on the consideration of the following:

- (1) Private room with private or semiprivate bath.
- (2) Eating facilities available if no transportation is authorized.
- (3) Unique or special requirements when required (wheelchair ramp, etc.)
- (4) Non-bumping status.
- (5) Provisions for adequate heating and cooling.
- (6) Adequate maid service.

When TDY duration is for an extended period of time (two weeks or more) the following additional criteria may be considered providing adequate transportation is not authorized:

- (1) Private television.
- (2) Base facilities.
- (3) Availability of telephone service.

c. Employees whose duties require travel in excess of fifty (50) percent of the total number of basic administrative workweeks in a fiscal year will be excluded from staying in Government quarters only in accordance with applicable laws. This exclusion does not apply to employees training on a military installation and one time extended TDY assignments. Positions meeting these TDY requirements will be identified by the Employer at the beginning of the fiscal year. A determination to exclude a particular position under this criteria will be applied equitably. Exclusions may be revoked if travel requirements change. Employees will not be held liable for refund of the lodging portion of the per them in the event of a tally of the TDY for the fiscal year fails to reach fifty (50) percent. A statement in the employee's job description that the travel over fifty (50) percent per year is required will not serve as sole basis for determining that employees will be excluded.

Section 7. 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 (1) three minute, long distance phone call to their residence.

## ARTICLE 27

### 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 the skills, knowledge and abilities that will best qualify employees for the performance of official duties.

*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 employee's 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. Employee/Instructor.* Before assigning an employee to training a new employee, *the* supervisor, in keeping with good Management practices, should consider the time utilized by the employee/instructor in accomplishing a training assignment. Whenever the supervisor determines it necessary, assistance will be provided an employee/instructor to meet his/her workload requirements.

*Section 5. 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 6. Training Applicability.* Mandatory attendance at any resident school will be in accordance with regulations.

*Section 7. Training Records.* The Employer will record training of four (4) hours or more duration for both job-related and self-development training if the request was processed by the RIA Training and Development Division. 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/her 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 8. 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 needs identified by the employee's supervisor to develop the employee's job competence. However, non-Government facilities will not be used if adequate or reasonable Government facilities are available to meet training needs. Partial or full reimbursement, if approved, will be in accordance with existing policies and regulations. A request for training should be submitted at least twenty (20) working days prior to the starting date of a short term training course (less than 120 consecutive calendar days) unless a different date is established by the Training Division. Training will not be provided for the sole purpose of allowing the employee to obtain a degree unless required by regulation. All training provided will be related to the employee's current position and will not be provided simply to enhance an employee's opportunity for advancement.

## ARTICLE 28

### JOB DESCRIPTIONS

Section 1. General. The job description for each position will reflect duties and responsibilities officially assigned and performed by the incumbent. Job descriptions will be prepared in accordance with controlling directives and classified by an individual having classification authority in accordance with DA policy. All job descriptions will include an unnumbered paragraph "performs other duties as assigned". Such duties will include those tasks which are incidental or temporary in nature and may be reasonably associated with the incumbent's occupation or functional assignment. Such duties will not exceed capacity or competency of a qualified incumbent that would create health or safety hazards, as determined by health and safety officials. Each employee will be furnished a copy of his/her official job description when assigned to a position.

Section 2. Reclassification.

a. 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 copies of job descriptions for encumbered positions which change the following:

(1) Grade controlling duties; i.e., increase/decrease.

(2) The employee's eligibility for inclusion into the bargaining unit.

(3) Conditions of employment; e.g., worldwide mobility requirement, or the performance of recurring travel, and 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. Job 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 job description should be resolved between the employee and his/her immediate supervisor. Where necessary, a decision involving current and future duties and responsibilities of the position will be made by the Commander, U.S. Army, OSC, his decision will be final.

Section 5. Classification Appeal. Employees may seek the adjustment of the pay category, title, series, or grade of their officially assigned position by using any of the three channels described in RIAR 690-24, Chapter 5, as available for positions classified under the General Schedule, and authorized by AR 690-500.511.6 and FPM 51.

## ARTICLE 29

### ORIENTATION OF NEW EMPLOYEES

*Section 1.* All new employees shall be informed by the Employer that the Union is the exclusive representative of employees in the unit. The Employer shall provide each new employee with a copy of this Agreement and advise them of their rights under Article 5. The copy of the Agreement shall include an introductory letter, provided by the Union, which introduces the employee to the Union and its role in the labor force. The letter will be on Union letterhead and signed by the President of the Union or his/her designated representative. Each new employee shall be introduced to his designated Union steward at the time he is assigned to a work location.

*Section 2.* If there is not a Union steward assigned to the area where the new employee will be located, the supervisor shall notify the Union office and arrangements shall be made for the new employee to be introduced to a Union representative.

## ARTICLE 30

### PARKING

Section 1. The Employer agrees to maintain the existing parking policy for unit employees unless a change is directed by higher authority. In that event the Parties agree to meet and confer on the impact and implementation in accordance with Article 10.

Section 2. Reserved parking spaces will be strictly assigned in accordance with AR 210-4 and any local supplement to that regulation. Requests for non-executive reserved parking will be carefully scrutinized for proper justification. Copies of individual justification(s) will be made available to the Union upon request.

Section 3. Reserved spaces will be assigned to handicapped individuals as defined in AR 210-4 and the local supplement.

Section 4. The Employer will meet and confer with the Union prior to any changes in parking or traffic regulations.

Section 5. The Union shall be provided three (3) reserved parking spaces, one (1) for the Union President, one (1) for the Union Chief Steward and one (1) as designated for use by the Union, within a reasonable distance of the Union Office. The three (3) spaces will be adjacent to and located where existing reserved AFGE parking is currently located and shall be designated "AFGE Parking Only".

## ARTICLE 31

### EQUAL EMPLOYMENT OPPORTUNITY

*Section 1.* In accordance with the policies and procedures of laws and regulations, 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 (different) treatment and disparate effect because of their race, color, religion, sex, national origin, sexual orientation, age or handicapping condition.

*Section 2. EEO Advisory Council.* If the Employer establishes an EEO Advisory Council, the Union will be allowed one (1) member to serve on the council.

*Section 3. EEO Counselors.* Employees may be designated by the Employer to serve as a bridge between employees and Management in an attempt to informally resolve problems involving discrimination and to provide council 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. If the Employer determines to designate employees for such duties:

a. The Union will be solicited for nominees to EEO counselor positions as vacancies occur in the unit. Union nominees will receive equal consideration to that afforded nominees from other sources.

b. If a Union official, other than one involved only in internal management of the Union, is nominated and selected as EEO counselor, the official must resolve any potential conflict of interest by choosing either to retain Union office or to resign and accept the EEO counselor position.

*Section 4. Training and Job Performance.* 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, physical/mental handicap, national origin, sexual orientation or age. To the maximum extent possible, handicaps of individuals will be accommodated to allow them access to training to enhance their opportunity for career development and promotions to assure their effective performance on their jobs.

*Section 5. Promotion.* Promotions, nominations and selections shall be made in accordance with Section 1, and without regard to personal favoritism, employee organization membership, or any other facet of an employee's life not directly related to the performance of the job.

*Section 6. Non-Disclosure.* Normally, it is not the providence of the Parties to inquire unnecessarily into any facet of an employee's personal history not directly pertaining to job performance.

*Section 7. Disciplinary Actions.* Anyone engaging in proven discriminatory practices against employees of the unit may be subject to disciplinary actions, in accordance with applicable regulations.

*Section 8. Representation.* An employee discussing a problem of alleged discrimination at any step of the EEO complaint procedure has the right to be accompanied by a representative, if the employee so desires.

*Section 9. EEO Sponsored Mentoring Program.* The Union will be solicited for nominees to the EEO sponsored Mentoring Program.

## ARTICLE 32

### UPWARD MOBILITY

Section 1. General. The Employer will maintain the existing Upward Mobility Program(s) in consonance with the following: Upward Mobility is a systematic Management effort that focuses personal policy and practice on the development and implementation of specific career opportunities for lower graded employees who are in positions or occupational series which do not enable them to realize their full career potential.

Section 2. Program Provisions.

- a. Provide developmental opportunities to lower grade employees which normally go beyond staff improvement practices (usually GS-9 or below).
- b. The program shall place special focus on persons at lower grade levels who are in positions or occupational series which do not enable them to realize their full work potential.
- c. Upward Mobility opportunity will be made available on a nondiscriminatory basis.
- d. The program will use a systematic, structured approach consistent with applicable regulations.
- e. The program shall make maximum use of skills and potentials of employees currently in the activity's workforce. It is not a new-hire program, does not guaranty anything except an opportunity, and will not be limited to any one occupational area.
- f. The program shall provide for career development counseling, which will provide assistance to employees in making decisions about their careers based on current information.
- h. The following will not be considered a part of the Upward Mobility Program:
  - (1) Career Intern Program.
  - (2) Cooperative Education Programs.
  - (3) Student Employment Programs.
  - (4) Training for normal staff development or to improve performance in an employee's assigned job.
  - (5) Outside recruitment program.

Section 3. Upward Mobility Coordinator. The Employer may designate an Upward Mobility Coordinator who would serve as a central point of coordination and participate in planning and implementing the program.

## **ARTICLE 33**

### **INCENTIVE AWARDS**

Section 1. The Employer agrees that the Union shall have one (1) representative on the Incentive Awards Committee if such committee is established. The Union will submit two (2) names to the Commander to serve as a primary and alternate representative. This representative will participate in deliberations and discussions with respect to charter of the committee. The Union representative will be a voting member of the committee.

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

## ARTICLE 34

### EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer agrees to continue to administer an Employee Assistance Program (EAP) for employees in the bargaining unit, in accordance with applicable laws and regulations. The program coordinator shall be responsible for administering the program to include training and orientation of supervisors, Union officials, and employees, maintaining liaison with community agencies, hospitals, and civic groups regarding drug and alcohol abuse; providing counseling services for employees; and a council, where the Union shall be represented to advise, 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 Employer shall maintain an up-to-date listing of community facilities for treatment of medical/behavioral problems.

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

a. Prevent substance abuse and mental illness.

b. Identify substance abuse and mentally troubled employees or employees with potential for such problems.

c. Restore employees to effective duty.

Section 3. Employee Participation.

a. Employees may be referred to the program by the Employer, the Union, themselves 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 or drugs, which in the opinion of the manager/supervisor could impair the performance of the employee or fellow employees, may direct the employee to report to the U.S. Army Health Clinic for evaluation or request an on site visit of an EAP counselor. In the event that the Employer determines that the employee is not fit for the safe and efficient performance of official duties, based upon medical evaluation, the employee will be removed from official duty status and for the remainder of the employee's work shift will be carried in 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.

b. Employees under an initial proposal of disciplinary or adverse action shall be afforded the opportunity to participate in the Employee Assistance Program. In accordance with AR 600-85, a participant in the Employee Assistance Program may request a disciplinary action be held

pending successful completion of the program. Successful completion will be considered in any proposed disciplinary action. If the employee is unsuccessful in participating 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 a consent of disclosure form. Representatives at subsequent therapy sessions may be approved by the Employee Assistance Program counselor with 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. Initial consultation meetings and further meetings with Employee Assistance Program counselor shall be on official duty time, if the employee is otherwise in duty status. Employees must obtain approval from the supervisor prior to any absence from the work-site when in a duty status. Supervisors may require the employee to complete SMCRI Form 400 for the visit to the EAP Office. The employee will be required to complete the form to include counselor's signature, arrival and departure times.

## ARTICLE 35

### PARTNERSHIP

#### Section 1. General

The employer agrees that "*Partnership*" is a valuable and necessary tool to enhance the relationship between employees and managers. "*Partnership*" is not limited to the activities of a formal Labor/Management Partnership Council, but is the fundamental principle of daily business in HQ, OSC.

#### Section 2. Labor/Management Partnership Council

- a. The agency shall maintain a Labor/Management Partnership Council (LMPC) until or unless both parties mutually agree to dissolve the council.
- b. The Commanding General, HQ, OSC will charter the LMPC.
- c. The LMPC membership will consist of HQ, OSC Union members, representing "labor," and managers, representing "management".
- d. The LMPC will establish its own operating policies, procedures, and ground rules, including the selection of members.
- e. The LMPC has authority to deal with any HQ, OSC labor/management issue, subject to the specific provisions of Section 3 below.

#### Section 3. LMPC and Management Negotiating Committee

- a. Both the LMPC and the Management Negotiating Committee are necessary for conducting effective labor/management relations in HQ, IOC.
- b. Restrictions on the LMPC:
  - (1) The LMPC will not negotiate new contracts/labor agreements. Authority for negotiating new Contracts rests with the Management Negotiating Committee.
  - (2) The LMPC will not participate in any grievances, either individual grievances or Union grievances against Management.

## ARTICLE 36

### FLEXIPLACE

Section 1. General. Consistent with law, regulation, and policy, the Employer will establish a "flexiplace" (work-at-home) program.

Section 2. The Employer will consider use of the program at the request of an individual employee, as has been the past practice of the Parties, for such reasons as:

(1) Accommodation of a handicap.

(2) Accommodation of a long term illness.

(3) Accommodation of an illness in which absence from work will last more than 30 days, and for which there is a definite prognosis for a return to work by a specific date.

(4) Accommodation of other issues which would be appropriate for approval under the provisions of the Family Friendly and Family Medical Leave Acts.

Section 3. In the event the supervisor receives a request from an employee to implement the requirements of this Article, and the supervisor intends to approve such request, the supervisor will first notify the President of the Union of the request and his intent to approve the request. The supervisor will then work with the employee and the Union on the specific procedures and rules the employee must follow prior to, during, and upon return from the work at home time period. Although situation specific, such considerations will include the dates of the work at home period, reporting requirements, medical documentation, use of Government furnished equipment, if any, work loading and evaluation of performance, periodic office attendance including travel requirements, performance standards while working at home, supervisory controls etc.

## **ARTICLE 37**

### **QUALITY OF WORKPLACE LIFE**

Section 1. The Employer agrees that employees should, in all cases, be treated with respect and dignity. In the interest of providing a working environment with opportunities for learning and to promote all aspects of labor/management harmony, the Employer agrees to establish a joint, Union/Management committee(s) to explore options to increase the quality of work life. These joint committees will report to the Labor Management Partnership Council.

Section 2. The joint committee(s) may recommend improvements in areas such as, resource rooms, on site education classes, fitness programs, on and off duty activities, etc.

Section 3. The joint committee(s) are not intended to replace either negotiating committee or the Labor/ Management Partnership, and as such, are only authorized to make recommendations.

## ARTICLE 38

### TEAMING

Section 1. The Parties recognize the value in moving toward a team based organization. For the purposes of this Article, teaming is defined as a group of people with different backgrounds, skills and abilities responsible for an entire product/process for a specific result needed by the organization.

Section 2. The Parties agree that teaming efforts will not be used to circumvent the Union's rights and responsibilities as the exclusive representative of the bargaining unit. Furthermore, the Union will be afforded the opportunity to participate in any Teaming Committee/Council etc., created to provide guidance and/or direction.

## ARTICLE 39

### EMPLOYEE RECORD CARDS

Section 1. The Employer shall maintain the employee's personnel records and be responsible for all entries made therein. This includes records of employment at OSC, training, awards, promotions, counseling, disciplinary or adverse actions, and other personnel related matters.

Section 2. Employees shall be notified by the Employer of any entry that may be adverse to the employee and which will be documented in an official personnel record. If a disagreement arises between the employee and the supervisor regarding an official record, the employee may file a grievance through the negotiated grievance procedure.

Section 3. The Parties understand that official personnel records are subject to provisions of the Privacy Act.

Section 4. Time limits for derogatory information will be as defined below:

(1) Entries required by law, rule or regulation, to remain on the card (i.e., Adverse Actions) will not be removed.

(2) Entries with expiration dates will be removed upon expiration (i.e., Formal Reprimands).

(3) Entries related to attendance problems, exclusive of leave restrictions which have no expiration dates, will be removed after one (1) year if there has been no reoccurrence.

(4) Entries related to performance, other than the official performance plan and appraisal, will be removed upon the expiration of the Annual Rating Period to which they pertain

(5) All other entries will be removed in accordance with the provisions of Article 14.

a. Although supervisors may remove a temporary entry in a personnel record at any time, employees may request a record at the regular midpoint Performance Review and at the Annual Performance Appraisal time, and may request untimely issues be removed. Temporary entries will be made in pencil.

b. Although the Parties recognize that copies of records may be needed for administrative purposes (i.e., Personnel matters, employee requests, grievances) the supervisory chain of the employee may maintain only one (1) such record. This record will be maintained by the employee's immediate supervisor and will be readily accessible for employee review.

Section 5. Employees will be afforded the right to review and/or obtain copies of their personnel records and annotated attachments upon request to the supervisor.

## ARTICLE 40

### CHILD CARE

Section 1. The hours of the Child Development Center located at Rock Island Arsenal will not change unless prior notification is made to the Union under the procedures in Article 10 of this Agreement prior to the change.

Section 2. "Bumping out of the Child Development Center by an incoming child of a military family will be governed by existing and future laws and/or regulations.

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

a. If employment is terminated either due to RIF, transfer of function, furlough, etc. the affected parent can elect to continue with the Child Development Center for a minimum of thirty (30) days after the effective date of the termination.

b. Currently, if employment is terminated either due to RIF, transfer of function, Furlough, etc. and a retraining program is authorized for employees, affected employees who have children enrolled in the Child Development Center cannot elect to continue their enrollment through the time of the retraining. However, the Parties agree that in the event of a change to the current law, rule or regulation, such rule will be governed by the result of that change.

Section 4. The Employer agrees to maintain the Child Development Center and the Family Child Care home providers in accordance with law and regulation, if fiscally profitable to the Employer.

Section 5. The Union will be formally furnished, through the channels, any proposed changes to any part of the Child Development Program.

## ARTICLE 41

### EFFECTIVE DATE AND DURATION OF AGREEMENT

*Section 1.* In accordance with 5 USC 7114 (c), the Agreement between the Parties will be submitted to higher authority to determine compliance with applicable published laws, regulations, and policies. Where violations of laws, regulations, or published policies of higher authority are found, higher authority will advise the Commander, HQ, OSC, of the specific violation and furnish the appropriate citation of law, regulation, policy, or decision of the central labor authority. The Parties will meet and negotiate the required changes in the Agreement. This Agreement will become effective upon approval, or absence of disapproval. Disapproval of certain portions will not prevent the rest of the Agreement from becoming effective.

*Section 2.* The 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, either Party gives written notice to the other of its desire to renegotiate the Agreement.

*Section 3.* This Agreement may be amended and/or supplemented in accordance with Article 9, Matters Appropriate for Negotiations, and Article 10, Procedures for Negotiations During the Term of the Agreement. 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.* The Agreement will be distributed to all bargaining unit employees 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.