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# **ARTICLE 1**

## **Agreement, Coverage and Exclusive Recognition**

Pursuant to the policy set forth in the Federal Service Labor-Management Relations Statute, 5 USC Chapter 71, and all future amendments, the following articles constitute an agreement by and between American Federation of Government Employees, Local 2119, hereinafter referred to as the Union, and

The Rock Island Arsenal-Joint Manufacturing and Technology Center (RIA-JMTC) as recognized in Case No. CH-RP-08-0003, 29 January 2008, hereinafter referred to as the Employer and collectively referred to as the parties.

It is agreed and understood by the Union and the Employer that in the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities; by published agency policies and regulations in existence at the time this agreement was approved which are not in conflict with this agreement; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities.

It is also agreed and understood this agreement will have the full force and effect of regulations in the bargaining unit.

The Employer recognizes the Union as the exclusive bargaining representative for all non-supervisory wage grade employees at RIA-JMTC. Excluded are all management officials, supervisors, and employees described in 5 U.S.C. 7112 (b)(2),(3),(4),(6) and (7).

## **ARTICLE 2**

### **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.

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

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

b. Upon request of the employee, to be present at an examination of the employee by a representative of the Employer in connection with an investigation as detailed in Article 4, Section 5 (Weingarten Rights).

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

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

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

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

# ARTICLE3

## Rights of the Employer

### Section 1. Statutory Rights:

a. 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:

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

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

(3) With respect to filling positions, to make selections for appointments from:

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

(b) Any other appropriate source.

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

b. Nothing in this Agreement shall preclude any agency and any labor organization from negotiating on:

(1) At the election of the Agency, 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.

(2) Procedures which the Employer will observe in exercising any authority under this agreement.

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this agreement by the Employer.

**Section 2. Negotiated Rights:** Nothing in this agreement shall be construed as imposing an obligation upon the Employer to negotiate on matters such as 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.

## **ARTICLE 4**

### **Rights of Employees**

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

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

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

**Section 2.** The Employer shall take such action consistent with law as may be required in order to assure employees are apprised of the previously stated rights. The Parties agree that no interference, restraint, coercion, or discrimination is practiced within the bargaining unit, to encourage or discourage membership in the Union.

**Section 3.** Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

**Section 4.** The rights of the Union under the provisions of this agreement shall not be construed to preclude an employee from being represented by an attorney or other representative, 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 5. Weingarten Rights.** The employee has the right to be represented by the Union during any examinations by a representative of the Employer in connection with an investigation if:

a. The employee reasonably believes that the examination may result in disciplinary action against the employee, and

b. The employee requests representation.

c. The Employer shall annually inform employees in the bargaining unit of their above stated rights.

**Section 6.** It is the policy of the Employer that all employees will be treated fairly and equitably in all respects.

**Section 7.** Employees who feel they have not been treated fairly and equitably have a right to present their grievance to appropriate management officials for prompt consideration and an objective decision.

**Section 8.** Employees have the right to see a steward within a reasonable time after notifying their supervisor.

a. Management will notify the appropriate Union representative(s) and provide status to requesting employee in a timely manner.

b. Such meetings will be arranged and held in a timely manner, usually within four (4) duty hours, except in unusual circumstances. Usually, meetings should be held in private at or near the work site of the requesting employee.

## **ARTICLE 5**

### **Matters Appropriate for Negotiations**

**Section 1.** It is agreed and understood that matters appropriate for which the parties will negotiate are policies and practices relating to working conditions which are within the discretion of the Employer to make decisions on and concessions in, including, but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, leave, promotion plans, reduction-in-force practices, hours of work, and other subjects as appropriate under the provisions of 5 USC Chapter 71.

**Section 2.** It is recognized that this agreement does not alleviate the responsibility of either party to meet on matters not covered by this agreement, which come within the scope of meeting and conferring. It is further agreed and understood that the Employer will negotiate with the Union before issuing any official RIA-JMTC regulations, policies or SOPs, which affect the working conditions, prior benefits, and/or personnel policies and practices covering the employees within the bargaining unit, but which are not specifically covered by this agreement.

**Section 3.** The Employer agrees that when employees are adversely affected by the impact of realignment of the workforce or by technological changes, to negotiate with the Union on the impact and implementation of these changes and any appropriate arrangements for employees adversely affected.

**Section 4.** No agreements between the Union and individual supervisors, or the Employer and individual stewards shall be made which either expand or limit the provisions of this negotiated agreement. Any expansion, limitation, or deviation of this agreement must be mutually agreed to by the Union/Management Negotiating Committees and signed by the members of Union/Management Negotiating Committees or their designated representatives.

**Section 5.** The Parties recognize the right of the Union to advance proposals for consideration under the provisions of 5 USC 7106(b) which effect the numbers, types and grades of employees for positions assigned to the organizational subdivision, work project, or tour of duty, or on the technology, methods, and the means of performing work.

## **ARTICLE 6**

### **Procedures for Negotiations**

**Section 1. General.** The procedures of this article will be utilized by the parties in negotiating, as appropriate under the provision of the statute, on changes to rules, regulations, policies, SOPs or practices, which affect the working conditions of bargaining unit employees. When possible, it is the intent to use pre-decisional involvement to achieve a common solution that satisfies both parties. Also, the parties agree to use an Interest Based Process to the maximum extent possible.

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

a. The Employer will notify the Union of any proposed changes that have an impact on the bargaining unit. Such notification will be made to the Union utilizing the Union's designated electronic mailbox.

b. The Employer will provide the Union with advanced written notice of ten (10) workdays prior to any proposed implementation of a new, or proposed change to existing rules, regulations, circulars, pamphlets, or any formally documented policies. The parties recognize there may be circumstances which preclude the employer from providing the full ten (10) workday notifications to the Union. The Civilian Personnel Advisory Center will provide the Union with a copy of the proposed document(s). The Union will acknowledge the receipt of the proposal by email.

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

d. If the Union requires additional information or an explanation of the proposed document, the Union will submit a request (electronic/written) to the Civilian Personnel Advisory Center for further information or to meet with the proponent of the proposal. Such requests for information or meetings will normally be responded to within five (5) workdays after the request is acknowledged. If after reviewing the requested information or discussions with the proponent, the proposal is unacceptable, the Union will submit a request (electronic/written) for negotiations to the Civilian Personnel Advisory Center within five (5) workdays, and will specify preferred method of bargaining (IBB or Traditional).

e. If the Union does not wish additional information or care to meet with the proponent, and the proposal is not acceptable, the Union will submit a request (electronic/written) to negotiate within the ten (10) workday time frame, and will specify preferred method of bargaining (IBB or Traditional).

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

g. Extensions will be granted as long as both parties agree.

**Section 3. Interest Based Bargaining.** Each party will prepare and exchange a list of issue statements for each topic to be discussed during any respective IBB session. The lists of issues will be exchanged prior to the beginning of the scheduled IBB session. Normally the respective Chief Negotiators or their designees shall serve as co-facilitators of each IBB session; however, at the request of either party an outside neutral facilitator will be appointed. The parties will freely share all information relevant to the issues being discussed and provide information to each other for use in the development of a common solution.

a. The parties will then discuss and agree on a common topic(s) for that negotiation session.

b. The parties will formalize their agreements through memorandums of agreement (MOA), or other appropriate documents that will constitute an amendment to the agreement and will be binding on the parties with the same force and effect as other provisions of the agreement.

c. If the parties are unable to reach an agreement, each party shall provide last and final proposal(s) for consideration.

d. The parties may request the services of the Federal Mediation and Conciliation Service or the Federal Services Impasse Panel as appropriate under controlling rules and regulations to aid in any dispute resolution.

**Section 4. Traditional.** If necessary to facilitate the negotiating process, all requests for negotiation shall be accompanied by a copy of the specific counterproposal desired by the Union.

a. The employer will schedule the bargaining session within five (5) work days.

b. The parties will formalize their agreements through memorandums of agreement (MOA), or other appropriate documents that will constitute an amendment to the agreement and will be binding on the parties with the same force and effect as other provisions of the agreement.

c. If the parties are unable to reach an agreement, each party shall provide last and final proposal(s) for consideration.

d. The parties may request the services of the Federal Mediation and Conciliation Service or the Federal Services Impasse Panel as appropriate under controlling rules and regulations to aid in any dispute resolution.

**Section 5** For all midterm negotiations the following procedures will apply:

a. The negotiating committees shall be made up in the following manner:

(1) No more than four (4) members for IBB.

(2) No more than three (3) members for Traditional Bargaining.

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

# **ARTICLE 7**

## **Union Representation**

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

a. The Employer agrees to recognize the designated officers, chief steward, senior stewards, and stewards of the Union. Also recognized are designated Union members on joint Union-Management committees.

b. The Union shall provide notice (electronic/written) to the Civilian Personnel Advisory Center and shall maintain on a current basis, a complete list of all authorized officers, chief steward, senior stewards, stewards, and designated committee members and the designation of the group of employees or area each is authorized to represent.

c. The Union agrees to notify (electronic/written) the Civilian Personnel Advisory Center and inform management of the assignment of, or changes to the area of responsibility of any Union officer, chief steward, senior steward, steward, or designated committee member, prior to said change.

### **Section 2. Senior Stewards and Stewards.**

a. The number of Senior Stewards and Stewards shall be the minimum number required in order to assure that each employee in the bargaining unit shall have ready access to a steward on their work shift and work location. The total combined number of Senior Stewards and Stewards shall not exceed 4% of the bargaining unit. The total number of Senior Stewards and Stewards will be reviewed on a semi-annual basis. The total number will be adjusted at those times if necessary.

b. **Senior Stewards.** The Union agrees that the Senior Stewards should be organizationally assigned to an area for which they have representational responsibility and no other Senior Steward shall represent that group of employees. No more than one (1) Senior Steward may be designated from the same cost center. In the absence of a Senior Steward from the RIA-JMTC, the Chief Steward or designee shall serve as a substitute Senior Steward. Exceptions shall be identified to the Civilian Personnel Advisory Center.

c. **Stewards.** The Union agrees that the Stewards should be organizationally assigned to an area for which they have representational responsibility and no other Steward shall represent that group of employees. No more than one (1) Steward may be designated from the same cost center. In the absence of a steward from the RIA-JMTC, the Senior Steward shall serve as a substitute Steward. Exceptions shall be identified to the Civilian Personnel Advisory Center.

d. Employees have no right to select a particular steward to represent them, but must use the steward designated to represent that area. Exceptions will be discussed with the Employer.

**Section 3. Committees.** Normally, Union membership on any mutually agreed to committees will be taken from the full-time office positions.

**Section 4. Tour of Duty.**

a. The Employer agrees to notify the Union and meet/discuss the need to relocate the work area of the president, vice president, chief steward, senior stewards, or stewards prior to reassignments.

b. The president, vice president, secretary, treasurer, and chief steward shall work the day shift during their term of office.

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

d. The Employer agrees to grant annual leave or leave without pay (up to 3 hours) upon receipt of electronic/written request for leave to Union representatives assigned to second shift to attend Union meetings.

e. The Employer agrees to consider an employee's electronic/written request for annual leave or leave without pay (up to 3 hours) for bargaining unit employees assigned to second shift to attend Union meetings subject to workload.

**Section 5. Use of Duty Time.**

a. Representational business shall normally be conducted during duty hours. The Union agrees that their representatives will recognize their responsibility as Government employees and shall conduct representational business with as much dispatch as possible. The parties agree the use of electronic devices (i.e. email, cell phones) is an efficient means for conducting Union representational business.

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

(1) A block of 880 hours per month shall be allotted to the Union for the conduct of representational business. Such time shall be inclusive of all time spent on representational business for all Union officers, chief steward, senior stewards, and stewards, excluding time authorized for training under Section 10 below.

(a) Under this block of hours the Union is authorized to staff their office with no more than three full time officers (President, Vice-President, and Chief Steward).

(b) The office may also be staffed by only one designated representative for absences of two (2) consecutive days or more by the president, vice president, or chief steward. The Union shall provide advance notice to the Civilian Personnel Advisory Center of the name of the designated representative whom will staff the Union office in the absence of the president, vice president, or chief steward. Absences of less than two (2) consecutive days by the president, vice president, or chief steward will not result in a replacement.

(c) The parties agree to meet on an annual basis or as requested by either party to discuss the allotment of official time under this agreement.

(2) The Union shall be responsible for managing the use of the allotted hours. A monthly report of the official time used will be provided to the Negotiating Committees. There shall be no carry over hours from month to month.

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

(4) The Union shall notify the Civilian Personnel Advisory Center of the scheduled tour of duty to be followed by the president, vice president, and chief steward. Any changes to the scheduled tour of duty must be provided to the Civilian Personnel Advisory Center in advance.

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

c. In the event that the use of duty time exceeds the reasonable definitions agreed to above or is interfering with the representatives' proper performance of official duties, the immediate supervisor and the representative(s) of the Civilian Personnel Advisory Center will objectively discuss the matter with the Union president and chief steward to seek a satisfactory resolution.

d. The Union will inform the Civilian Personnel Advisory Center of the need to conduct representational business off the Employer's premises prior to the conduct of such business.

e. Union officers, senior stewards, stewards, and bona fide committee members must obtain permission from the supervisor prior to engaging in representational business during duty hours, unless the Union official is designated as a full time representative. Such permission shall be granted provided:

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

(2) When the needs of the work situation dictate, the supervisor may defer approval of duty time for representational business until the representative can be released. It is agreed that such release shall be granted in accordance with Article 4, Section 8

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

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

h. Normally, except in emergencies, request for the use of official duty time while the representative is in an overtime duty status, or no Union representative is available, will be deferred until the next regular duty day and notification will be sent to the Union's designated mailbox.

**Section 6. Representational Activities.**

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

- (1) Meetings called by management.
- (2) Discussions with management officials concerning grievances, personnel policies, practices and working conditions.
- (3) Representing employees in grievance meetings and/or arbitration hearings.
- (4) Representing employees in adverse action proceedings.
- (5) Meetings requested by the Union to discuss representational matters covered by this agreement.
- (6) Representing unit employees in statutory appeal (i.e., MSPB) and grievance procedures, which pertain to conditions of employment.
- (7) Attendance at workshops or seminars for training which has been determined to be mutually beneficial.

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

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

- (2) Preparation and distribution of any internal bulletin or newspaper.
- (3) Preparation and distribution of any literature\_ soliciting membership.
- (4) Soliciting signatures on dues withholding authorization forms.
- (5) All intra- and inter-Union meetings.
- (6) All organizing activities.
- (7) Interviewing potential Union officers, stewards, and employees.

**Section 7. Non-employee Representatives.**

a Non-employee representatives of the Union shall be admitted to the Installation, upon completion of the visitor registration requirements. Such visit shall be governed by appropriate regulations.

b. Non-employee representative access to the bargaining unit area shall be in accordance with RIA-JMTC's visitor access policy and will be required to observe all of the Employer's security and safety rules and regulations.

**Section 8. Policy.** The Union recognizes that the Civilian Personnel Advisory Center is the normal channel through which inquiries shall be made or through which appointments will be made for matters which cannot be resolved using appropriate supervisory channels. Such request for meetings shall not be used to substitute for the grievance procedure. Such requests may be made verbally or through electronic/written means. All such requests shall be acted on by the Civilian Personnel Advisory Center in an expeditious manner.

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

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

- a. The Union will be authorized 1160 hours annually for training to include travel.
  - (1) 384 hours will be designated for annual one day Steward's training.
  - (2) 480 hours will be designated for rotational Senior Steward and Steward training.
  - (3) 296 hours will be designated for specialty training and legislative week.

b. The training time for the President, Vice-President and Chief Steward will be excluded from the 1160 hours above. When any one or two officers are absent for training it will not result in a replacement to staff the Union office. In the event all three officers are attending training, a replacement will be authorized to staff the union office.

c. The Union will provide advance notice to the employer with an agenda to ensure all training is of mutual concern,

**Section 11. Use of Facilities.**

a. The Employer agrees to authorize the use of office space, as available. The office will be cleaned by the Employer's janitorial service, subject to the Union providing accessibility to the Employer on a five day a week basis.

b. The Union office may be staffed by the President, Vice President, and Chief Steward.

c. All visits to the Union office will be for the transaction of bargaining unit representational business and shall be limited to the minimum time required to conduct such business.

d. The Employer will provide surplus office furniture and equipment for use in the Union office.

## **ARTICLE 8**

### **Hours of Work and Basic Work Week**

**Section 1. Policy.** All basic work schedules will be established in accordance with applicable law, rule, and regulation.

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

a. Administrative workweek means any period of seven consecutive 24-hour periods designated in advance by the head of the agency under section 6101 of title 5, United States Code.

b. Basic workweek, for full-time employees, means the 40-hour workweek established in accordance with 5 CFR §610. 111.

c. Regularly scheduled administrative workweek, for a full-time employee, means the period within an administrative workweek, established in accordance with 5 CFR §610.111, within which the employee is regularly scheduled to work.

d. Tour of duty means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek.

e. Shift refers to hours of a day in which work is scheduled.

#### **Section 3. Establishment of Work Schedules.**

a. **Basic Workweek.** The basic 40-hour workweek is scheduled on 5 days. Monday through Friday when possible, and the 2 days outside the basic workweek are consecutive.

b. **Compressed Work Schedule (CWS).** An 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays. For the purposes of this agreement the parties have agreed to the following compressed work schedules.

(1.) Eight 9-hour workdays and one 8-hour workday per pay period (5-4/9).

(2.) The parties recognize that there may be circumstances where other forms of CWS may be of mutual benefit.

c. If a four consecutive 10-hour work day (4 X 10) work schedule becomes a viable alternative, the parties will meet under the provisions of this agreement to discuss Impact and Implementation.

#### **Section 4**

a. When the Employer finds a need to change established tours of duty, the Union will be notified as far in advance as possible, normally not less than five (5) workdays. The Union may request negotiations, as appropriate, on the change as provided for under Article 6 of this agreement.

b. In accordance with 5 CFR §610.12 l(a), advance notice is not required when the head of the agency determines that the agency would be seriously handicapped in carrying out its functions, or that costs would be substantially increased.

**Section 5** Tours of duty for employees in a cost center will be announced in writing and clearly posted in an area that is readily accessible. The tours of duty will cover a minimum of one (1) week.

#### **Section 6**

a. When possible, the Employer will announce changes in employee assignments to established tours of duty one (1) workweek in advance.

b. When possible, changes to an employee's permanent shift assignment will be announced two (2) workdays prior to the start of the workweek.

**Section 7**. When a workday begins on one calendar day and extends into the next calendar day, the day on which the workday begins shall identify the tour of duty.

**Section 8 Shifts**. For a normal tour of duty shift start times will be on Monday through Friday as follows:

a. The first shift (day shift) will commence on or after 6:00 a.m., but not later than 9:00 a.m.

b. The second shift (afternoon shift) will commence on or after 2:00 p.m., but not later than 5:00 p.m.

c. The third shift (midnight shift) will commence on or after 10:00 p.m., but not later than 1:00 a.m. The parties have agreed that consistent with mission requirements, to utilize a third shift starting time of Monday morning 0000 hrs., which is midnight Sunday night, as a gateway shift for the beginning of the production week. Any deviations will be discussed with the Union in advance.

d. However, the parties recognize that there may be situations where it is advantageous to have shifts that start at other times (e.g. working two ten (10) hour shifts back to back, responding to temporary work surges and other special situations). In these situations, except when the head of the agency determines that the agency would be seriously handicapped in carrying out its functions, or that costs would be substantially increased, the Employer will

normally give the Union five (5) workdays advance notice of the need to establish other shift starting times and to negotiate as appropriate under the controlling provisions of this agreement.

### **Section 9. Lunch and Rest Periods.**

- a. First shift employees will normally be scheduled for a thirty (30) minute non-paid lunch period. Employees may leave their work area during this non-paid period.
- b. Second shift employees will normally be scheduled for a fifteen (15) minute non-paid lunch period. Employees may leave their work area during this non-paid period.
- c. Third shift employees will normally be scheduled for a fifteen (15) minute paid lunch period. During this period, the employee will remain in close proximity of their workstation.
- d. Employees will be entitled to a ten (10) minute rest break during the first and second half of their shift. Normally, such rest breaks will be taken near the midpoint of each half of the shift as scheduled by the Employer.
- e. Employees who have their lunch and/or rest breaks interrupted by work requirements will be permitted to take their breaks at another time during the same shift.
- f. The Employer agrees to provide adequate break areas away from the work environment, located near the employee's work area.
- g. The Employer agrees to provide employees with sufficient time for personal cleanup.
- h. To the extent practical, the Employer agrees to provide adequate facilities for employees to be able to purchase hot meals. The Union recognizes that the ability to maintain these facilities is based on sufficient usage.

### **Section 10. Shop Roster**

- a. A shop roster of employees shall be maintained within each organizational unit (cost center). The shop roster shall list employees by job classification (i.e., job title, series, and grade level) and seniority (service computation date) within job classification. The current roster will be provided to the cost center Senior Stewards and Stewards.
- b. Ties in service computation date shall be broken by placing employees in order of seniority by EMIC (Employee Master Identification Code), also known as the employee crib number. The lowest EMIC number will be the most senior for the purpose of breaking the tie.
  - (1) Results from the tie breaking procedure will determine placement of those employees on the cost center shop roster within their service computation date. Rotation of those employees will occur at each shift change as follows:

**Example of Rotational Roster:** Employee EMIC Numbers: 1438 = 1, 2943 = 2, 6312 = 3

1 <sup>st</sup> Rotation	2 <sup>nd</sup> Rotation	3 <sup>rd</sup> Rotation	4 <sup>th</sup> Rotation
1 (1438)	2 (2943)	3 (6312)	1 (1438)
2 (2943)	3 (6312)	1 (1438)	2 (2943)
3 (6312)	1 (1438)	2 (2943)	3 (6312)

C. In cost centers where employees with the same classification are assigned to different job descriptions (job number), more than one seniority list will be maintained.

d. When adding an employee to the roster they will be added by SCD (Service Computation Date).

e. Employees detailed to a Cost Center other than that to which they are officially assigned will be immediately placed on the shop roster by service computation date. They shall have bumping rights only in the area to which they are detailed.

**Section 11. Management Initiated Shift Staffing.** The Employer retains the right to determine the numbers and classification of positions assigned to an organizational unit or shift.

a. Staffing of shifts, to include changes in staffing levels, will be accomplished in the following manner:

(1) Prior to the Employer announcing staffing needs, the Cost Center employees will provide input to management for consideration in determining the numbers, types and grades of the employees needed on each shift to accomplish the mission.

(2) The Employer will announce and post in writing the staffing needs for the shifts. Upon completion the shift staffing results will be posted in the cost center.

(3) Employees will normally have five (5) workdays to consider their options for shifts available and will submit their written request(s) for the particular shifts to their supervisor.

(4) In the event there are more qualified volunteers than required, selection shall be in order of seniority on the shop roster.

(5) In the event that sufficient staffing requirements cannot be met by volunteers, assignment will be based upon seniority. Employees will be offered shift preference in order of seniority.

**Section 12. Employee Initiated Shift Staffing by Seniority.**

a. Cost center employees will be offered shift preference by order of seniority as established on the shop roster four (4) times a year. The effective dates of the staffing will be the first pay period on or after February 1, May 1, August 1 and November 1 of each calendar year.

b. Employees will identify their shift preference during the following open windows:

- 17 and 23 January for the February 1 date.
- 17 and 23 April for the May 1 date.
- 17 and 23 July for the August 1 date.
- 17 and 23 October for the November 1 date.

c. Employee Initiated Shift Staffing will be accomplished in the following manner:

- (1) Each employee within the Cost Center will be jointly canvassed in seniority order as established on the shop roster during the open windows by the Cost Center Supervisor and the designated Union Steward/Senior Steward for the area and shift.
- (2) During the canvassing process each employee will identify their preference of shift assignment and will be notified of their individual shift assignment based on seniority standing and shift availability for the upcoming period.
- (3) Following the completion of the canvassing process a shift assignment roster for the upcoming period will be posted.

d. A new employee (new hire) will be assigned to the shift determined by the Employer and may not be displaced from the shift earlier than 30 days from their initial assignment. If the shift-staffing period occurs during this 30-day period, the employee will be subject to shift-staffing but will remain on the shift assigned by management until the completion of the 30-day period.

### **Section 13.**

Employees meeting the required job classification shall remain on their assigned shift as long as there is a requirement for such shift operations; they continue to perform in a satisfactory manner; or unless they are displaced by an employee with more seniority.

**Section 14. Shift Adjustment.** Employees who are assigned duties outside their normal shift will have their tour of duty adjusted. When the tour of duty cannot be adjusted such employee will be paid overtime for the period of time required to complete the assignment.

### **Section 15. Establishing Work Schedules.**

1. The Union acknowledges Management's responsibility to set work schedules at shift change by directorate that best benefits the business and employee morale. Directors will review workload, delivery schedules, staffing levels, budgets, etc... and:
  - a. Determine which Tours of Duty and work schedules will be authorized for each Cost Center within each Division. The authorized Tours of Duty and schedules may be either a 5X8 or 5/4-9 or a combination thereof.

- b. Set parameters for the authorized work schedules, i.e. percentages for each authorized schedule, distribution of RDO's, etc ...
2. If multiple work schedules are authorized the following procedure will apply:
- a. Cost center employees will be offered work schedule preference by order of seniority as established on the shop roster four (4) times a year. The effective dates of the work schedule will be the first pay period on or after February 1, May 1, August 1 and November 1 of each calendar year.
  - b. Employees will identify their work schedule preference during the following open windows:
    - 17 and 23 January for the February 1 date.
    - 17 and 23 April for the May 1 date.
    - 17 and 23 July for the August 1 date.
    - 17 and 23 October for the November 1 date.
  - c. Employee work schedule staffing will be accomplished in the following manner:
    - (1) Each employee within the Cost Center will be jointly canvassed in seniority order as established on the shop roster during the open windows by the Cost Center Supervisor and the designated Union Steward/Senior Steward for the area and shift.
    - (2) During the canvassing process each employee will identify their preference of work schedule assignment and will be notified of their individual work schedule assignment based on seniority standing and work schedule availability for the upcoming period.
    - (3) Following the completion of the canvassing process a work schedule assignment roster for the upcoming period will be posted.
  - d. A new employee (new hire) will be assigned to the work schedule determined by the Employer.

# **ARTICLE 9**

## **Overtime**

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

a. The intent of this Article is to:

- (1) Define the procedures for offering overtime in a fair and equitable manner.
- (2) Document overtime offered/worked in an accurate and transparent manner.
- (3) Maintain mission requirements.

b. When the employees shift cannot be adjusted for mandatory physicals, employees will be paid overtime for as long as needed to complete the physical.

c. The parties share a joint commitment to the fair and equitable distribution of overtime and agree to work together to identify problems and craft solutions. Supervisors and Stewards working together are the best means to assure accuracy and transparency of the process.

d. Any employee who feels they are not being offered overtime assignments in accordance with the spirit and intent of this agreement, may file a grievance to raise those concerns to the appropriate management official.

### **Section 2. Rosters**

a. Supervisors will establish an overtime roster(s) of bargaining unit employees within each cost center.

b. Overtime rosters will be established based upon job classification (i.e., title, series and grade), cost center and shift. For those cost centers with employees having the same title and series but multiple grades, rosters will be established in two-grade increments. As an example, a cost center having WG 3414-11 Machinists and WG 3414-10 Machinists both grades of employees would be on the same roster. Service Computation Date will be used to list employees on the roster within the job classification.

c. Full time Union Officers will be excluded from the overtime roster.

**Section 3. Procedures.** The parties agree to utilize the procedures below in the administration of overtime under this agreement. We recognize that the procedures cannot be all inclusive and there are circumstances which may require modification or exceptions to the procedures below, in those circumstances the Union will be given advance notice.

a **Daily Overtime.** The following procedures will be applied in any circumstances where there is a need for unplanned/unscheduled overtime requiring additional hours to be worked beyond the normal daily work schedule (Daily Overtime).

(1) On each Monday supervisors will ask all employees in the Cost Center to state their availability to work daily overtime. Those employees who indicate they are available will be deemed to have volunteered and will be considered for daily overtime work. Non-volunteers will be considered to have turned down daily overtime. An employee absent from duty on Monday in an approved absence may have their name added to the volunteer list upon their return.

(2) When additional daily overtime hours are required at the end of a regular workday, and will be of one day duration, the employee working that assignment shall be offered the overtime opportunity prior to any other considerations being given.

(A) If the employee working the assignment accepts the additional overtime assignment, it will be noted on the overtime roster and no further actions are required.

(B) If the employee working the assignment declines the overtime assignment, the overtime opportunity will be offered to the other employees on the overtime roster in Service Computation Date (SCD) order beginning with the next employee eligible for daily overtime and continuing until the offer is accepted or the roster is exhausted.

(C) In the event the overtime requirement cannot be filled by a volunteer off of the overtime roster the employee on the overtime roster with the lowest (SCD) will be directed to work the overtime assignment. The overtime roster will be annotated to indicate it was a non-voluntary assignment.

(D) No employee will be directed to work a second daily overtime assignment until such time as all other employees on the roster have subsequently either been directed or volunteered to work a daily overtime assignment.

(3) When additional unscheduled overtime hours are required at the end of a regular workday, and the assignment will be of more than a single day's duration, the overtime opportunity will be offered to the employees on the overtime roster in SCD order beginning with the next employee eligible for daily overtime and continuing until the offer is accepted or the roster is exhausted.

(A) In the event the daily overtime requirement cannot be filled by a volunteer off of the daily overtime roster the employee on the daily overtime roster with the lowest SCD will be directed to work the overtime assignment. The overtime roster will be annotated to indicate it was a non-voluntary assignment.

(B) No employee will be directed to work a second daily overtime assignment until such time as all other employees on the roster have subsequently either been directed or volunteered to work a daily overtime assignment.

b. **Saturday/Sunday Overtime.** An overtime roster for all employees in the Cost Center will be used to establish a rotational list for overtime purposes. Overtime to be performed on weekends shall be assigned in the following manner using the roster:

(1) On each Monday supervisors will ask all employees in the Cost Center to state their availability to work overtime for the upcoming weekend. Those employees who indicate they are available will be deemed to have volunteered and will be considered for overtime work on the next weekend. Non-volunteers will be considered to have turned down overtime for that weekend. An employee absent from duty on Monday in an approved absence may have their name added to the volunteer list upon their return.

(2) Prior to noon on Thursday supervisors will confirm the overtime requirements and inform the employees for the next weekend. The volunteers will be scheduled in seniority order using the overtime roster, from the most senior volunteer to least senior volunteer, until all the slots have been filled.

(3) If there are more volunteers than needed for a particular weekend then the overtime rotation for the next week will begin below the last seniority date on the overtime roster that worked.

(4) If there are an insufficient number of volunteers within the cost center to satisfy the overtime requirement for a weekend the supervisor will expand the overtime by canvassing other Cost Centers within the Division. The Supervisor will notify the Steward of the area of the intent to expand. If this does not produce enough volunteers to meet the requirement, then the supervisor may direct employees in the Cost Center by inverse seniority using the overtime roster.

(5) No employee will be directed to work a second overtime assignment until such time as all other employees on the roster have subsequently either been directed or volunteered to work an overtime assignment.

(6) If an employee is scheduled to work an overtime assignment and upon arrival the planned work assignment is unavailable the employee will be given the option of:

(A) Working an alternative work assignment if available.

(B) Working for a minimum of two hours.

(C) Be released from duty.

c. **Apprentice/Helper Learners:** Apprentices/helper learners may work overtime only if everyone on the overtime list has been contacted first.

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

e. **Light Duty.** Employees on light duty will be considered for overtime, within their home cost center, to the extent that their restrictions can be accommodated. If the restrictions cannot be accommodated, they will be removed from the overtime list.

**Section 4. Effect of Leave and Absences.** Employees who have requested and received approval for leave will not be considered for overtime assignments unless they have made themselves available through the voluntary overtime signup procedures for Saturday/Sunday overtime. They will not normally be directed to work provided the staffing requirements can be met utilizing other means.

**Section 5. Record-keeping Requirements.** Each supervisor shall maintain records of all overtime offered and worked by employees assigned to the cost center in a standard electronic format that is mutually agreed upon by the parties. This record will be posted at the end of each pay period in an area that is readily accessible for review by the employees and stewards. Such records will be kept by the supervisor for a minimum period of one (1) year, unless a grievance has been initiated, in which case, the records will be retained until the issue is fully resolved. The recording of overtime opportunities will be on a continuing basis for the life of this agreement. Should a dispute arise, copies of the applicable records will be made available to the Union.

**Section 6. Effect of Personnel Actions.**

a. Employees promoted, reassigned, detailed or temporarily assigned to a different cost center will be included on the overtime roster by Service Computation Date immediately. Employees shall be considered for regular overtime assignments only in the cost center to which they are detailed or temporarily assigned.

b. New hires will become eligible for overtime and included on the overtime roster by Service Computation Date after they have completed a break-in period of 15 calendar days of continuous assignment (this time requirement may be waived by the supervisor).

**Section 7. Reporting Requirements.** Employees who have been properly notified to work overtime in accordance with this agreement but are unable to report for work at the assigned overtime shift must call in as soon as possible before their shift, but no later than a half hour after the beginning of the shift to the designated phone number stating the reason of their inability to work their assigned overtime shift. Exceptions will be made on a case by case basis.

**Section 8. Compensatory Time.**

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

b. One roster will be maintained in accordance with Section 2 of this Article to document the use of either compensatory time or overtime. Regardless of whether the employee requests overtime or compensatory time, it will be viewed as an opportunity to work, for the purpose of the roster. Consequently, documenting the overtime roster will be the same under the provisions of this agreement for either compensatory time or overtime.

c. The parties agree to limit compensatory time accrual to a maximum continuous balance of 80 hours per employee and an annual limit of 120 hours compensatory hours earned. Any hours worked that result in a balance of more than 80 hours or annual earnings of more than 120 hours will be in paid overtime.

d. If an employee elects compensatory time, the employee and the supervisor will work together to schedule compensatory time at a mutually agreeable time prior to the end of 26 pay periods from the date it was accrued. It is understood and the parties support that compensatory time will be managed like use or lose annual leave in order to schedule its use prior to conversion to overtime.

(1) If an employee has an annual leave balance, which places him in a use-or-lose category, and also retains a compensatory time balance, the employee will request annual leave prior to utilizing accrued compensatory time.

(2) Use of accumulated compensatory time may be granted if an employee's annual leave balance places the employee in a less than use-or-lose status.

e. It's the parties' expectation that all compensatory time will be scheduled and used prior to the end of 26 pay periods to prevent the pay out as an unfunded budget liability in future years.

# **ARTICLE 10**

## **Holidays**

**Section 1.** Any employee whose services are not required by the Employer on any holiday established by Federal statute or Executive Order may be excused from duty for that day without charge to leave, and those excused will be entitled to holiday benefits in accordance with appropriate regulations. The Employer agrees that work performed on holidays will be kept to a minimum insofar as consistent with efficiency and operating needs as determined by the Employer. Work performed on holidays shall be paid for pursuant to the pay regulations from which the RIA-JMTC has no authority to deviate. In order to be paid for a holiday, employees must be in a pay status either the last hour of the last regularly scheduled workday preceding the holiday or the first hour of the first regularly scheduled workday after the holiday.

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

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

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

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

### **Section 4.**

a. Time worked on holidays will not be considered as an overtime day for the purpose of maintaining records of overtime worked but will be annotated as holiday worked on the shop roster.

b. If work is required on a holiday, the Employer will identify the numbers of employees in the classification, cost center, and shift required to work. The Employer will solicit volunteers on a rotational basis starting with the most senior on the roster. If volunteers are insufficient to meet staffing needs, employees will be directed to work in inverse order of seniority. No employee will be directed to work on a second holiday within a calendar year until all employees in the same classification, cost center, and shift have volunteered or been directed to work subsequently.

c. Prior to directing any employee to work against their expressed desires, the Employer agrees to expand using the procedures outlined in Article 9, Section 3 b (4), of this Agreement.

# **ARTICLE 11**

## **Sick Leave**

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

a. It is every employee's responsibility to be aware of and accountable for their own sick leave balance.

b. Employees who exhaust their sick leave and reach a zero balance may request additional absences be charged to annual leave or LWOP. Without approval of the request, the employee will be charged AWOL.

**Section 2. Documentation of Request for Sick Leave.** All employee requests for sick leave will be submitted on an electronic OPM 71 and transmitted to the leave approving official via email. Exceptions will be handled on a case by case basis.

**Section 3. Reporting Requirements.** Approval of sick leave may be granted to employees when they are incapacitated for the performance of their duties and when they, or members of their own household, have notified their supervisor in accordance with the provisions of this procedure. Such notification shall be made as soon as possible before their shift, but no later than a half hour after the beginning of the shift to the designated phone number stating the reason of their inability to report for duty. Exceptions will be made on a case by case basis. Employees shall call in daily to request sick leave unless other arrangements have been made.

**Section 4. Scheduled Appointments.** Employees desiring to visit physicians, surgeons, dentists, practitioners, opticians for the purposes of securing diagnostic examinations or other treatment shall request such sick leave as far in advance as possible.

**Section 5. Doctor's Certification.** An employee's statement of the reason for illness that does not exceed three (3) days will be given due consideration by the supervisor in lieu of a doctor's certificate. All absences longer than the three (3) days require the employee to furnish a medical certificate upon their return to duty. After returning, the employee will be directed to the U.S. Army Health Clinic to be released for duty.

**Section 6. Mutual Cooperation to Conserve Sick Leave.** The parties having a vested interest in the conservation of sick leave as one of the means of maintaining a stable workforce and predictable labor cost, jointly encourage all RIA-JMTC employees to be proactive in managing their sick leave benefit by using it judiciously and only for the purposes for which it is intended. To be successful, there should be an ongoing conversation between the supervisors

and employees addressing their concerns over sick leave usage. These discussions must facilitate a paradigm shift in how sick leave is managed and viewed, taking into consideration individual circumstances while supporting the RIA-JMTC mission. Supervisors as part of these discussions should advise new employees of the benefits of accruing a sick leave balance for unforeseen circumstances. In the event that a concern arises the following procedures will be used.

a Normally, employees will be informally counseled and given an opportunity to correct or explain their sick leave usage in a private setting prior to any formal actions being taken.

b. In the case of employees who are suspected of abuse of sick leave, management will formally counsel an employee in private. Suspected abuse will not be based solely on the number of hours used by an employee.

c. Employees will be given a written notice on a standard leave restriction form (RIA FL 690-1) when the employee uses sick leave, without medical certification, after a counseling session. The employee will be informed that a doctor's certificate must be furnished to verify any request for sick leave. The requirement will be in effect for a 90-day period. At the end of 90 days, the requirement will be extended or terminated by the supervisor based upon a review of the employee's sick leave usage. Such notification(s) will be in writing, however, the notification will not be filed in the Official Personnel Folder.

d In the event of a flagrant abuse of sick leave, the employee will be given a written notice on a standard leave restriction form at the same time of the counseling session in accordance with the provisions in paragraphs b and c above.

**Section 7. Extended Absences.** When it is clearly indicated by a physician or a practitioner that an employee will require an extended absence, a statement from the physician/practitioner, attesting to the probable duration of the absence may be accepted in lieu of an OPM 71 or other medical certificate.

**Section 8. Departure from Work** The Employer agrees that when an employee leaves work based on the Health Clinic's recommendation, the employee will have approved sick leave for the remainder of that day only. If absent from duty on the following workday, the employee will call in and report the absence in accordance to the provision in Section 2 of this Article.

**Section 9. Advances of Sick Leave.** Advanced sick leave may be granted, not to exceed 240 hours, and will be limited to deserving cases of serious disability or ailments based on individual requests.

**Section 10. Contagious Disease.** An employee required to give care and attendance to a member of his immediate family who is afflicted with a contagious disease, or who would jeopardize the health of others by his presence at duty because of exposure to a contagious disease, may be granted sick leave upon submission of evidence that is administratively acceptable.

**Section 11. Sick Leave for Family Care or Bereavement.**

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

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

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

d. Full-time employees can use a total of up to 104 hours of sick leave each year for these purposes. This will be pro-rated for part-time employees.

e. Doctor's certification of an employee's absence to care for a sick family member will follow the provisions of Section 5 of this Article.

f. When employees request time off on sick leave for purposes relating to the death of a family member, supervisors may request information concerning the relationship to the deceased, location of the funeral, dates, etc., to ascertain how much sick leave can reasonably be approved.

## **ARTICLE 12**

### **Annual Leave**

**Section 1. Policy.** Employees shall earn annual leave in accordance with applicable laws, rules, and regulations. The Employer retains the right to approve/disapprove or reschedule annual leave based on workload requirements.

a. Annual leave may be requested in any amount, in tenth of an hour increments, with the minimal amount being two-tenths of an hour. Approval of annual leave request will be based on the availability of annual leave to the employee and the ability of the Employer to release the employee from duty.

b. Normally, vacations will be granted so that employees will be permitted at least two (2) consecutive weeks of annual leave during each calendar year. Supervisors shall endeavor to afford each employee leave at the time the employee considers convenient and desirable.

c. It is every employee's responsibility to be aware of and accountable for their own annual leave balance.

d. Employees who exhaust their annual leave and reach a zero balance may request additional absences be charged to LWOP. Without approval of the request, the employee will be charged AWOL.

e. Employees are entitled to carry over a maximum leave balance of 240 hours per leave year. Failure to schedule or donate "use or lose" leave may result in the forfeiture of the leave.

**Section 2. Scheduled Requests.** Employees are encouraged to make request for annual leave as far in advance as possible. Requests will be handled in the following manner:

a. All employee requests for annual leave will be submitted on an electronic OPM 71, Request for Leave Form, and transmitted to the supervisor or designated alternate via email. Exceptions will be handled on a case by case basis. The supervisor shall indicate in writing (on that form within two (2) workdays after the date the supervisor receives the request) whether the request is approved or disapproved and notify the employee.

b. In the event an employee's request for leave is disapproved by the supervisor, the reason for disapproval will be annotated on the OPM 71 and returned to the employee.

c. If the leave request is disapproved the supervisor will discuss with the employee time periods when the leave requests can be approved. No other employee in the same job classification, cost center and shift will be allowed to schedule leave for the same period until the original requester has been given an opportunity to reapply.

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

**Section 3. Unplanned Leave Requests.** Unplanned requests for annual leave will be considered for approval on an individual basis and may be approved upon submission of explanation for the absence.

**Section 4. Bereavement Leave.**

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

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

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

**Section 5. Forfeited Leave.**

a. Forfeited annual leave will be restored to an employee under applicable laws and regulations. In order to be eligible for restoration of leave all "use or lose" leave must be scheduled in writing before the start of the third biweekly pay period prior to the end of the leave year.

b. The parties jointly encourage all employees to consider donation of annual leave through the Leave Donor Program for leave that would otherwise be forfeited or lost.

**Section 6. Advanced Annual Leave.** Employees may request an advance of annual leave up to the amount the employee may be expected to earn for the remainder of the leave year.

## **ARTICLE 13**

### **Other Leave and Absences**

#### **Section 1. Court Leave.**

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

b. The following work or leave status applies:

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

(2) When summoned or assigned by the Employer in an official capacity on behalf of the U.S. Government, an employee shall be on official duty status, as distinguished from a leave status, and entitled to regular pay. If an employee works second or third shift, they will be placed on days for the duration of court time, without loss of shift premium.

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

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

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

d. Upon return to duty, the employee will provide the supervisor with written evidence of attendance at court, showing the dates and hours, if possible. Employees that received payment for court duty are responsible to complete required forms and action to receive regular pay in lieu of comi pay.

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

## **Section 2. Leaves of Absence.**

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

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

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

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

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

**Section 3. Leave Without Pay.** Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty that, in most cases, is granted at the employee's request. In most instances, granting LWOP is a matter of supervisory discretion and may be limited by agency internal policy. Employees, however, have an entitlement to LWOP in the following situations:

a. The Family and Medical Leave Act (FMLA), provides covered employees with an entitlement to a total of up to 12 weeks of unpaid leave, LWOP, during any 12-month period for certain family and medical needs.

b. The Uniformed Services Employment and Reemployment Rights Act provides employees with an entitlement to LWOP when employment is interrupted by a period of service in the uniformed service.

c. Disabled veterans are entitled to LWOP for necessary medical treatment.

d Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

e If an employee requests Leave Without Pay in conjunction with a holiday, they must be in a pay status either the last hour of the last regularly scheduled workday preceding the holiday or the first hour of the first regularly scheduled workday after the holiday in order to receive pay for the holiday.

**Section 4. Group Dismissals.** Excused absence will be authorized for employees dismissed from work as permitted by appropriate law, rule, or regulation. The provisions of these regulations will be applicable in individual circumstances and group dismissals.

**Section 5. Blood Donations.**

a DOD employees are encouraged to serve as blood donors and may be excused from work without charge to leave for the time necessary to donate blood, for recuperation following blood donation, and for necessary travel to and from the donation site.

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

(1) No more than six (6) times a year, using no more than 16 hours total blood leave annually.

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

c. Requests for leave to donate blood will be submitted to the supervisor on an OPM 71 with the scheduled donation time annotated.

(1) The employee will take the OPM 71 to the donation site where it will be annotated by the receiving organization that a blood donation was completed.

(2) Upon return to work, the OPM 71 for blood donations will be provided to the supervisor.

(3) If the blood donation was not completed, the excused leave will be granted only for the length of time necessary for the employee to return immediately to work.

d. All requests to donate blood are subject to supervisor approval based upon such things as the number of employees already approved for leave on the date in question, as well as, workload requirements.

e. Nothing in this Article should be construed as prohibiting second or third shift employees from serving as blood donors or being allowed blood leave as long as all other requirements of the Article are fulfilled.

**Section 6. Tardiness and Brief Absences.** Employees are expected to be at their assigned work area, prepared to begin work and/or receive work instruction at the scheduled shift start time.

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

b. Tardiness up to 15 minutes may be compensated for during the lunch period, at the employee's request, or may be charged to annual leave, leave without pay, or absent without leave.

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

d. Chronic tardiness will be charged to absent without leave and may be subject to further disciplinary action.

**Section 7. Family and Medical Leave (FMLA).**

a. Employees are entitled to 12 workweeks of unpaid leave in accordance with the Family and Medical Leave Act during any 12-month period for things such as: the birth and/or care of a child; the placement of a child with the employee for adoption or foster care; the care of a spouse, child or parent of the employee who has a serious health condition; or a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

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

**Section 8. Honor Guard Program.** It is recognized that it is in the mutual interest of the parties to support JMTC employee's participation in the Honor Guard program during funeral services for eligible veterans.

a. A total of 100 hours per fiscal year is authorized for administrative absences in support of the Honor Guard program. If or when the 100 authorized hours per year are exhausted employees may still support the Honor Guard program by using individually approved annual leave or LWOP.

b. The administrative leave used for Honor Guard duty will include only the actual time required for conduct of the funeral services and travel time to and from the event itself. Any other time away from regular duties connected with funeral activities, i.e. luncheons, wakes etc., must be covered by appropriate approved leave.

c. All requests for approved absence to serve as an Honor Guard will be made through the normal leave approval procedures. Approval for Honor Guard leave will be contingent on the same conditions as annual leave, i.e. based solely on work load considerations.

## **ARTICLE 14**

### **Promotions**

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

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

#### **Section 3. Area of Consideration:**

a. The minimum area of consideration for filling bargaining unit vacancies will be Rock Island Arsenal-Joint Manufacturing Technology Center. A smaller area of consideration may be used for non-permanent actions, unless they contain a provision to be made permanent at a later date.

b. Current Department of Army highly qualified applicants will also be referred to the selecting authority.

c. Vacancies which come within the scope of other than Merit Promotion and Placement Plan procedures will be filled pursuant to regulations which govern them.

#### **Section 4. Vacancy Announcements.**

a. Vacancy announcements may be opened on any day of the week and shall remain open for a minimum of ten (10) work days.

b. Such announcements shall clearly state the minimum qualification requirements, organizational location of the position(s), a statement that the results of the announcement may be used in filling subsequent vacancies for a period of one hundred eighty (180) days from the closing date of the announcement and the manner in which candidates may file for them.

c. The announcements shall be posted on the USA Staffing System or any subsequent central referral system implemented by the Department of the Army as negotiated.

d. It is agreed and understood that the use of Government owned computers and access to the Government's Internet network for purposes of revising resumes, submitting resumes, placing self-nominations or otherwise interfacing with the Army's merit promotion programs is an authorized use of the Government's resources provided supervisory permission is otherwise granted.

e. All employees shall have the right to submit an application for vacancies in accordance with provisions of the announcement and existing procedures.

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

**Section 5. Procedures.** Prior to opening an announcement the selecting official will consult with the servicing CPAC to determine a viable recruitment strategy to assure the announcement will result in an acceptable number of highly qualified candidates to fill the vacancy. The servicing Civilian Personnel Advisory Center (CPAC) may advise the selecting official throughout the merit promotion process.

!!: **Establishing Resume/Interview Criteria.** The selecting supervisor will develop the resume and interview evaluation criteria and range of scores based on the knowledge, skills and abilities required to successfully perform the duties of the position being filled. The resume and interview evaluation criteria will be reviewed by the Manpower and Human Capitol Division and approved by the next higher level of management above the selecting official prior to the receipt of the referral list.

**b. Referral Lists.**

(1) If a referral list is received with less than 10 candidates it will be forwarded to the selecting supervisor along with the resumes of the candidates. After reviewing and scoring the resumes the selecting supervisor may either make a selection based on the resume review or elect to interview the candidates prior to selection.

(2) If a referral list is received with 10 or more candidates, a resume screening panel will be utilized as part of the selection process.

**S Use of Rating Panels to Screen Candidates.** Rating panel members will be picked by the selecting supervisor, with concurrence from the approving official, to evaluate the resumes of the referred candidates using pre-approved evaluation criteria.

(1) The panel will consist of 3 members, they must all be at or above the grade level of the position to be filled (target grade) and at least one of the panel members must be a subject matter expert. The panel should be composed of individuals with diverse backgrounds, e.g. be from different organizational components, employees with similar knowledge/skill experiences of the position being rated, or a customer/end user.

(2) One panel member will be identified as the panel lead and be responsible for coordinating the panel's efforts, gathering input from the other panel members, assimilating the panel data into a single matrix, and consulting with the Manpower and Human Capitol Division in determining a cutoff point.

(3) The names of the candidates at or above the cutoffpoint and their resumes will be forwarded to the selecting official in alphabetical order.

**d. Resume Screening Procedures.** The rating panel will convene for the purpose of evaluating the resumes for all candidates on the referral list. The selecting official will meet with the panel members to review resume criteria prior to their beginning the screening evaluation.

(1) Using the approved resume criteria, each panel member will evaluate each candidate's resume separately and independently and give each candidate a score within the appropriate range for each element. Panel members will record their score on a matrix.

(2) The panel lead will collect the results from the resume screening panel members, total the scores for each candidate and prepare a list of candidates in numerical rank order.

(3) The panel lead will provide all panel documentation to the Manpower and Human Capitol Division staff and consult with them to determine a reasonable cut-offpoint based on the total scores for each candidate and the number of expected selections.

**e. Interviews.** When it is determined to interview candidates the selecting official may elect to interview the candidates themselves using the pre-approved interview criteria, or they may convene an interview panel to conduct the interview using the pre-approved interview criteria.

(1) Interview panel members will be picked by the selecting supervisor, with concurrence from the approving official, to evaluate the resumes of the referred candidates using pre-approved evaluation criteria.

(2) The interview panel will consist of 3 members, they must all be at or above the grade level of the position to be filled (target grade) and at least one of the panel members must be a subject matter expert. The panel should be composed of individuals with diverse backgrounds, e.g. be from different organizational components, employees with similar knowledge/skill experiences of the position being rated, or a customer/end user.

(3) One panel member will be identified as the panel lead and be responsible for coordinating the panel's efforts, gathering input from the other panel members, assimilating the panel data into a single matrix.

**f. Interview Process.**

(1) All interviews will be conducted using the pre-approved questions and criteria.

(2) If one of the candidates declines the interview, no additional names will be added to the list of candidates being interviewed.

(3) All interviews are to be conducted in the same manner to ensure consistency.

(4) There are no deviations from the set of questions asked unless it is to clarify a response from the candidate.

(5) Each interviewing official or panel member will evaluate and document interview responses, and then provide a score for each response.

(6) If an interview panel is utilized the panel chair will collect the interview documentation and scores from all panel members and assimilate the scores into a single matrix showing the combined score for each element, total score for each candidate and annotate any candidate(s) that declined an interview.

**& Selection.** The selecting official will make the promotion selection based on the qualifications, merit and fitness of the candidate based on the totality of the information and documentation available and the specific needs and requirements of the position being filled, and provide a selection statement documenting the rationale for the selection to the approving official. The approving official will approve or disapprove the selection based on job-related merit factors.

**h. Confidentiality.** In no case will any member of the resume screening panel, the selecting supervisor, or review process disclose any deliberations, recommendations, contents of candidate resumes, interview responses or other data except when in acting in an official capacity.

**Section 6.** There will be no discrimination in selections, as prescribed in law and regulations, because of age, disability/handicap, national origin, race/color, religion, sex to include sexual orientation, parental status, other non-merit factors, or membership in a Union.

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

**Section 8.** Tests or interviews will normally be scheduled during duty hours. Employees shall not be required to use leave to participate in tests or interviews given under the Merit Promotion and Placement Plan. Employees scheduled to work shifts other than when the interviews are to be conducted may, at their request, have their work schedule adjusted to accommodate the interview.

**Section 9.** It is the employee's responsibility to verify the status of their application through the USA Staffing System or any subsequent central referral system implemented by the Department of the Army as negotiated.

#### **Section 10. Dispute Procedures.**

a. Prior to the filing of any grievance, employees are encouraged to meet the appropriate officials of the Employer, i.e., representatives of the Civilian Personnel Advisory Center and the rating panel as appropriate, to have their rating reviewed.

b. Employees who believe they have been denied proper consideration may file a grievance under the negotiated grievance procedures. Such grievance will be entered in the grievance procedure at the second step, not later than ten (10) working days from the employee's receipt of the notice of consideration.

c. The parties recognize the right of the union to review information concerning merit promotion actions under the term of the collective bargaining agreement and under the provisions of 5 U.S.C. 7114 (6)(4). It is agreed that under the above circumstances that following information/documents will be available in the CPAC office for review by the union officials. Other pertinent information for which the union can demonstrate a particularized need, and such information is otherwise releasable, might not be immediately available in the CPAC office, but will be made available upon request.

- (1) The Request for Personnel Action (RPA).
- (2) The vacancy announcement.
- (3) The referral list provided to the selecting management official.
- (4) Rating and ranking material (if developed by either the panel or selecting management official.)
- (5) The selection statement, including selection criteria.
- (6) The resume of the applicant(s) selected for the position.
- (7) The resume of the grievant(s).

**Section 11. Priority Consideration.** Priority consideration is defined as consideration for promotion of an employee who was denied proper consideration of their application in a previous promotion action. Priority consideration can only be for a vacancy of the same title, series, and grade, and promotion opportunity as the one for which improper consideration was given. Employees who believe they have been denied priority consideration may raise the issue to an appropriate third party through applicable procedures.

**Section 12. Maintenance of Records.** The Employer agrees to retain all records and documents used and/or developed in the selection process including any selection statements, records of interviews, and matrixes used to rate and rank candidates as required by law, rule, and regulation.

**Section 13. Re-promotion Candidates.**

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

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

## **ARTICLE 15**

### **Reorganizations and Reductions-In-Force**

**Section 1. Reorganization.** The Employer agrees to provide the Union thirty (30) days advance notice, when possible, concerning the Employer's plans to conduct a reorganization that would directly affect fifty (50) or more bargaining unit members. Fourteen (14) days advance notice will be provided, when possible, for reorganizations that would directly affect more than ten (10) but less than fifty (50) bargaining unit members. The advance notice would provide as much information as possible concerning the numbers, grades, and location of unit employees to be affected. The Union may request to negotiate as appropriate under the provision of this agreement.

**Section 2. Reductions-in-Force.** Reductions-in-force (RIF) will be administered in accordance with applicable laws and regulations in a manner which will affect the necessary reductions in strength with minimum disruption to RIA-JMTC and dislocation of employees. All employees affected by the RIF will be given the maximum benefit authorized by appropriate law, rule, or regulations. Whenever practicable, the Employer will attempt to achieve reductions-in-force through normal attrition.

**Section 3.** It is the Employer's responsibility to determine when reductions in personnel will be made, what positions will be abolished, and the competitive level of the competing employees. The Employer agrees to consider input provided by the Union prior to exercising management's rights under this Article.

#### **Section 4**

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

b. A copy of the retention register and RIF letters for the bargaining unit will be furnished to the Union at the same time management is notified of RIF actions.

c. The Union shall be afforded the right to review necessary and relevant information used in affecting personnel actions.

d. The Employer agrees to train designated Union officials on RIF procedures. The number of Union officials to be trained will be determined by discussions between the Management/Union Negotiating Committees in consultation with the Civilian Personnel Advisory Center and contingent upon the number of bargaining unit employees who are being impacted by the RIF.

**Section 5.** The Employer agrees to consider the following measures to minimize the impact of the RIF on bargaining unit employees:

a. To use existing vacancies to the extent practicable to place employees who would otherwise be separated.

b. To use a freeze on hiring from all outside sources, except those necessary due to mission requirements.

c. To sponsor an outplacement program for RIF actions displacing fifty (50) or more bargaining unit employees.

d. To request all other commands and Federal agencies in the commuting area, who are not affected by the RIF to advise RIA-JMTC on any vacancies which may be filled by bargaining unit employees for RIF's affecting fifty (50) or more bargaining unit members.

**Section 6.** In accordance with appropriate regulation, the Employer agrees to establish and maintain a reemployment priority list, for employees separated by reduction-in-force action. Employees will be considered for employment to positions for which they are qualified and available in accordance with applicable laws, rules, and regulations.

**Section 7.** The Employer agrees to establish a re-promotion program for employees who are involuntarily changed to lower grade. In filling vacancies, the Employer will consider employees for re-promotion to positions at their former grade or intervening grades for which they qualify.

**Section 8. Priority Placement Program:** The Priority Placement Program (PPP) is an automated mandatory placement program used to match eligible well qualified employees, most of whom are subject to displacement, with vacant Department of Defense (DoD) positions.

a. At a minimum, the Employer agrees to counsel and register eligible employees in the DOD Priority Placement Program (PPP) immediately upon issuance of RIF letters.

b. The PPP Operations Manual states that in cases of performance or conduct problems, eligibility will be withheld for a representative period of time to insure that the necessary corrective measures have had their intended effect. Registration may be permitted after this period if the employee has demonstrated fully successful performance and conduct. This period will vary based on the nature of the performance or conduct deficiency, the nexus between the deficiency and the nature of the positions registered and the employees past performance or conduct.

c. Prior to an employee registering in PPP the Manager must complete a Certification Memorandum stating that the employee's job description is accurate and that their performance and conduct are fully acceptable for them to be registered and eligible for PPP placement.

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

(2) Employees whose performance is less than success level 3 will not be registered in the PPP until such time as their performance improves to at least success level 3 on an annual performance appraisal of record. However, during this period, employees will have the opportunity to request that their immediate supervisor review their status.

(3) If there is a current history (within last 3 years) of discipline The Manager must consider whether the disciplinary action has had its intended effect of correcting the misconduct and that the employee is demonstrating fully successful conduct. If so the employee may be certified for registration.

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

**Section 9.** Nothing in this Article shall be interpreted to prevent the Union from negotiating with the Employer in accordance with applicable laws, rules, and regulations.

## **ARTICLE 16**

### **Details and Reassignments**

**Section 1.** Details and reassignments must be effected in accordance with applicable regulations.

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

b. Reassignment is the permanent assignment of an employee to a different position.

**Section 2.** Employees may be detailed to positions at the same grade, lower grade, higher grade, or to unclassified duties.

a. Details to positions of a higher grade in excess of thirty (30) days will be reported on a Standard Form 52, and maintained as a permanent record in the Official Personnel Folder.

b. Temporary assignment to a higher-grade position shall be accomplished by a temporary promotion when:

(1) The need for a temporary replacement is expected to last more than one hundred twenty (120) days, and a single employee is to be assigned to the position.

(2) There are no immediately available eligible DOD Priority Placement Candidates willing to accept temporary placement.

(3) The selectee will be required to fully assume the grade-controlling duties and responsibilities of the higher-grade position. A management official over the vacancy must certify in writing that the temporary assignee will assume the full scope of the grade-controlling duties and thereby warrant pay at the higher level.

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

c. Details of more than one hundred twenty (120) days to a higher-grade position, or to a position with known promotion potential, will be made under competitive promotion procedures. This requirement shall not be circumvented by a series of temporary assignments to one individual.

d. Details to positions of the same grade, lower grade, or to unclassified duties in excess of one hundred twenty (120) days will be documented on a SF 52 and maintained in the Official Personnel Folder.

**Section 3.** Details will be made in no more than one hundred twenty (120) day increments, normally up to a maximum of one (1) year.

**Section 4. Procedures Planned Details.** When management identifies the need for a detail of thirty days or more to meet mission requirements the following procedures will be utilized.

a. Define the knowledge/skills/abilities required to satisfy the detail and identify the area of consideration within the organization from which the detail will be fulfilled.

b. Pre-decisional discussions will be conducted with the Union prior to soliciting volunteers for a planned detail.

c. Solicit volunteers from the identified organizations.

d. Screen volunteers for the knowledge/skills/abilities required.

e. Select volunteers in seniority order (SCD) from those having the knowledge/skills/abilities required.

f. If there are insufficient volunteers with the required knowledge/skills/abilities, selection will be made by directing in inverse order of seniority (SCD) from those having the knowledge/skills/abilities required.

g. Establish the repmi date.

h. Record keeping/reporting.

**Section 5. Procedures Unplanned Details.** When management identifies an immediate and unplanned need for a detail of less than thirty days to meet mission requirements the following procedures will be utilized.

a. Management will define the knowledge/skills/abilities required to satisfy the detail and identify the area of consideration within the organization from which the detail will be fulfilled.

(1) Consider underutilized employees within the division with the knowledge/skills/abilities required.

(2) If the need goes unfilled other divisions with similar missions will be solicited for available employees.

(3) If there are no employees available the issue will be referred to the Director/Delegate for resolution.

b. Selected employee(s) will be notified of the detail.

c. If within the 1-5 day period there is an assessment of a continuing need there will be appropriate discussions with the employee and stewards of the area to determine a way forward.

d. If the unplanned need develops into a detail of longer than 30 days duration procedures of the planned detail section will apply.

**Section 6.** It is the parties' intent that all employees receive equal consideration if they should desire a detail to the extent that would be consistent with the needs of the mission.

**Section 7.** Employees who believe they have not been detailed or temporarily promoted in accordance with the provisions and intent of this Article may seek redress through the negotiated grievance procedure.

## **ARTICLE 17**

### **Disciplinary Actions**

**Section 1. Policy.** The parties agree that the broad objective of discipline is to ensure employees conform to acceptable standards of conduct and prevent prohibited activities. The parties further agree that the most effective means of maintaining discipline is through the promotion of cooperation and sustained good working relationships; and the self-discipline and responsible performance expected of employees.

a. Disciplinary actions taken will be for just cause.

b. The parties agree and understand that it's management's responsibility to correct an employee's misconduct which violates law, rule, regulation, established policy or this contract when such misconduct is observed or when the appropriate manager receives credible information making them aware of the misconduct.

c. Contingent upon the circumstances of the individual case and the need to investigate and collect information, disciplinary actions will be initiated (proposed) in a reasonable period of time after the supervisor becomes aware of the incident which is the basis for the proposed disciplinary action. If a supervisor anticipates a substantial delay, of more than 60-days, in effecting an action, they should inform the Union office, of the considered action and of their decision, whenever they make one.

**Section 2. Representation.** Employees in receipt of a proposed disciplinary/adverse action may be represented by the union, their attorney, another individual serving as a personal representative, or may elect to represent themselves. Employees will designate their representative in writing for access to the information maintained in the Civilian Personnel Advisory Center (CPAC) used as the basis of disciplinary action.

**Section 3. Counseling.** In taking informal disciplinary action such as oral admonishments or written warnings (i.e. verbal counseling or formal counseling) the supervisor will advise the employee of the breach of conduct and when it occurred and advise the employee that continued violation may result in formal disciplinary action.

a. When an employee is counseled under the provisions of this Article the counseling will be annotated on the Employee Record Card (ERC). The employee will be advised, as part of the counseling that any future recurrence may lead to further disciplinary action.

b. Informal counseling sessions, where the offense is non-recurring within a period of 120 calendar days will not be used as a basis for further disciplinary or adverse action and will be removed from the ERC.

c. Formal, written counseling where the offense is non-recurring within a period of one calendar year and there have been no additional counseling(s) for other offenses during that time will not be used as a basis for further disciplinary or adverse action and will be removed from the ERC.

**Section 4. Reprimands.** Reprimands may be issued in increments of one, two or three years depending on the severity of the misconduct and are filed in the employee's official personnel file. Normally, in the case of proposed reprimands, the same management official who makes the proposal will issue the decision. Normally the employees will have three working days in which to reply. At the request of the employee, the issuing Supervisor may review whether the reprimand has served its intended purpose. If it is determined that the reprimand has met its intended purpose the Supervisor will notify the CPAC to withdraw it from the employee's official personnel file.

**Section 5. Suspensions.** Suspensions may be effected for a period of one to fourteen calendar days depending on the severity of the misconduct and are filed in the employee's official personnel file. In the case of a proposed suspension, the decision will be issued by a management official(s) designated by the director (unless there is an intervening level of management between the proposing manager and the director). No suspension will be effected earlier than ten (10) workdays from the employee's receipt of the letter of proposal. An exception may be made when the Employer alleges that the employee's continued presence in the workplace would pose a threat. Such allegation will be raised to the Union prior to the letter of decision.

**Section 6. Adverse Actions.** An adverse action is a reduction in grade or pay, removal, suspension for more than fourteen (14) calendar days, or a furlough of thirty (30) calendar days or less. In the case of a proposed adverse action, the decision will be issued by a management official(s) designated by the director (unless there is an intervening level of management between the proposing manager and the director). No adverse action will be effected earlier than thirty (30) calendar days from the employee's receipt of the letter of proposal, unless the circumstances require the application of exceptions to the notice and reply periods in accordance with government-wide regulations. An exception to this section is made for the crime provision.

**Section 7. Procedures.** Actions taken under this article will utilize the following procedures.

!l: **Proposals.** Employees subject to discipline shall be given advanced written notice of the proposed disciplinary/adverse action. The notice will contain:

- (1) The specific charges of misconduct giving rise to the proposed action.
- (2) The employee's right to reply and the name of the deciding official.
- (3) The right to a representative. An additional copy of the proposal will be provided for a representative.

(4) As specified elsewhere in this agreement all notices will include information concerning impact on PPP registration.

(5) Employees under notice of proposed disciplinary action may review supporting evidence/documentation used as the basis of the disciplinary action. Signed designation of representation is required prior to release.

**b. Reply.** Employees will have a reasonable amount of time (not less than three (3) work days) in which to prepare a reply. This reply period may be shortened in accordance with the requirements of 5 CFR §752.404(d)(1), otherwise known as the crime provision, The reply period is waived for emergency furlough situations, in accordance with 5 CFR §752.404(d)(2).

(1) Employees may reply orally, in writing or both if they so choose.

(2) The right to reply if elected includes the right to offer testimony or other evidence to demonstrate discipline is not warranted.

(3) Employees may use a reasonable amount of official duty time to prepare a reply.

**S Decision.** Employee will receive a written decision within 30 days following their reply.

(1) If the decision is to impose discipline the decision will identify any grievance rights, and if appropriate any statutory appeals rights.

(2) It will also identify where they may get assistance in filing a grievance or appeal.

(3) With the exception of actions taken in accordance with the requirements of the "crime provision" (5 CFR §752.404(d)(1), no suspension will be effected earlier than ten (10) workdays from the employee's receipt of the letter of decision. During this period the Union may request the third step grievance deciding official hold the action in abeyance pending resolution of the grievance. An exception may be made when the Employer alleges that the employee's continued presence in the workplace would pose a threat. Such allegation will be raised to the Union prior to the letter of decision.

(4) In accordance with 5 CFR §752.404(d)(2), no advance notice or opportunity to answer are required for furlough without pay due to unforeseeable circumstances and therefore any mandatory waiting periods to effect such actions are not required or appropriate.

**Section 8 Grievances.** Grievances resulting from disciplinary action shall be introduced in the Employee Grievance Procedure at the third step.

## **Section 9. Alternative Discipline Program.**

a. Alternative Discipline shall be defined as a program of paper discipline. The SF-50 documenting that the employee has been disciplined shall be placed in the Official Personnel Folder. The discipline has the same force and effect as a suspension, with no loss of pay to the employee.

b. All notices of proposed disciplinary actions for 14 calendar days or less (10 workdays or less) will include a statement of the availability of an Alternative Discipline Program, unless the employee receiving the proposed notice of discipline has made use of the alternative discipline program within the last three years. The three year period is defined as the time from the execution of any previous alternative discipline agreements.

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

(1) The proposing official will be responsible for establishing a meeting with the employee, their designated representative and a representative of the Civilian Personnel Advisory Center to explain the Alternative Discipline Program. Employees choosing alternative discipline shall be advised that this option will only be available once every three years.

(2) Following the meeting, the employee shall be allowed three (3) workdays to either elect Alternative Discipline or make a reply to the proposed disciplinary action under the traditional disciplinary program.

d. If the employee elects Alternative Discipline the Civilian Personnel Advisory Center shall prepare the Alternative Discipline Agreement which must be signed by the employee, their representative and the proposing official.

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

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

## **ARTICLE 18**

### **Job Descriptions**

**Section 1.** Each employee is entitled to a job description which accurately reflects the duties and responsibilities officially assigned to the employee. Employees will be provided a copy of their job description upon request. The assignment of duties to employees is not limited by the contents of the job description.

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

**Section 3.** In pursuing concerns regarding job descriptions and the classification of a position the employee may be assisted by a Union representative.

**Section 4.** Questions of fact regarding the accuracy of the employee's officially assigned job description will be addressed by the employee to the supervisor.

**Section 5.** An employee who alleges inequities in the classification, i.e., grade, title, or series, shall be afforded the opportunity to meet and discuss alleged inequities with the supervisor.

a. If the issue cannot be resolved between the employee and supervisor, the issue may be pursued through management for a final decision in accordance with appropriate regulations. The Employer's decision will be considered final.

b. If the employee's concerns are not resolved, the Employer shall discuss job classification appeal rights with the employee. Upon request, the Employer will discuss with the employee the findings and decisions pertinent to the employee's classification appeal.

**Section 6.** The inclusion of "performs other duties as assigned" in the job descriptions means that assignments will be related to the employee's position and qualifications. However, there are situations where employees may be assigned unrelated duties in the normal course of their day's work such as clean up and housekeeping.

**Section 7.** The Employer agrees not to change employees in the unit from Wage Grade to General Schedule unless work performed is changed, or unless a change is required by applicable regulations. In such cases employees will be given grade or pay retention in accordance with applicable laws, rules, and regulations.

**Section 8.** Normally, it is not the intent of the Employer to use non-unit employees to perform unit work. However, the parties recognize that such occasions may occur.

# **ARTICLE 19**

## **Locality Wage Survey**

**Section 1.** The parties recognize that it is the policy of Congress that rates of pay of prevailing rate employees, wage grade, be fixed and adjusted from time to time as nearly as is consistent with the public interest in accordance with prevailing rates and be based on principles that:

a. There will be equal pay for substantially equal work for all prevailing rate employees who are working under similar conditions of employment in all agencies within the same local wage area;

b. There will be relative differences in pay within a local wage area when there are substantial or recognizable differences in duties, responsibilities, and qualifications requirements among positions;

c. The level of rates will be maintained in line with prevailing levels for comparable work within a local wage area; and

d. The level of rates of pay will be maintained so as to attract and retain qualified prevailing rate employees.

### **Section 2.**

a. In following the practices and procedures established by competent authority for enacting the policy of Congress, the Employer agrees that the Union shall be allowed to designate one member of the local wage survey committee, so long as the Union remains the largest wage grade bargaining unit, and the Employer is the lead agency responsible for the survey. As a member of the Local Wage Survey Committee, the Union designee shall have full and equal status on the committee in the exercise of its responsibilities.

b. In accordance with applicable regulations, the Union will be allowed to nominate an appropriate number of data collectors.

**Section 3.** The Employer agrees to furnish the Union a copy of the wage schedule established under the Federal wage system. The wage schedule will be furnished as soon as practicable after such schedule has been officially received by the Employer from the Department of Defense Wage Fixing Authority.

**Section 4.** Nothing in this article shall be construed to abrogate, modify, or otherwise affect in any way, provisions of future legislation or issuances of competent authority with which the Employer must comply with regard to the conduct of wage fixing for wage grade employees of the bargaining unit.

## **ARTICLE 20**

### **Employee Grievance Procedure**

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

a. The purpose of this article is to provide for the mutually satisfactory settlement of employee grievances involving the interpretation or application of this agreement, including MOAs which modify or amend this agreement. This procedure is the exclusive method available to employees in the unit when processing grievances on working conditions, supervisory relationships, discipline, including official reprimands, suspensions, and removals; or any other matter not specifically excluded.

b. 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.

**Section 2. Representation.** Employees using this procedure may be represented only by the Union or may represent themselves. In the event the employee(s) choose self-representation; the Union shall be given the opportunity to be present at formal discussions between the Employer and the employee(s) concerning the grievance. It is mutually agreed that the Union may withdraw representation at any step of the grievance if the Union determines that the grievance has been satisfactorily resolved.

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

a. Normal day-to-day discussions between employees and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the orderly consideration and resolution of employee complaints or grievances. Any employee has the right to file a complaint or grievance without interference or threat of reprisal. Thus, the filing of a grievance by an employee will not be construed as reflecting unfavorably on an employee's good standing, their performance, or their loyalty and worth to the organization.

b. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure or is subject to arbitration will be referred to an arbitrator for decision.

c. It is the responsibility of the grievant or their representative to specifically identify the article and section of the agreement, law, rule, regulation, policy or practice violated and the resolution desired when presenting the grievance.

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

**Section 4 Coverage.** Excluded from this procedure are all issues which:

- a. Involve the classification of any position which does not result in the reduction in grade or pay of the employee.
- b. Involve the content of policy issuances unless the complaint alleges that the local requirements are at variance with requirements established by a higher headquarters.
- c. Involve the non-selection for promotion from a group of properly ranked and certified candidates.
- d. Involve an action terminating a temporary promotion within a maximum period of two years and returning the employee to the position from which he was temporarily promoted.
- e. Involve the non-adoption of a suggestion or disapproval of a performance award, or other kind of honorary or discretionary award, including suggestion awards.
- f. Involve a preliminary warning or notice of an action which, if effected, would then be eligible for consideration either as a grievance or appeal.
- g. Involve the termination of temporary employees with a definite time limitation, including TAPER appointments, term employees, or annuitants, on or before the expiration date of appointment.
- h. Involve allegations of mismanagement when no form of personal relief to the employee is appropriate. In such instances, the Activity Commander, may refer such matters to an Inspector General or Board of Officers for appropriate consideration as provided in AR 15-6.
- i. Involve the separation of employees during probationary or trial periods.
- j. Reduction-in-force actions otherwise appealable to the Merit Systems Protection Board (MSPB).
- k. Involve allegations of discrimination which are properly referable as EEO complaints through the agency EEO procedures.
- l. Involve any claimed violation of 5 U.S.C., Chapter 73, Subpart III, relating to prohibited political activities.
- m. Involve retirement, life insurance or health insurance.
- n. Involve a suspension or removal for national security reasons.
- o. Involve any examination, certification or appointment.
- p. Involve issues over the decision of a higher authority on approval or denial of benefits.

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

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

**Section 7. Procedures.** All grievances must be initiated within fifteen (15) workdays after the grievant knew, or, with reasonable diligence should have known, of the occurrence of the matter out of which the grievance arose. 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.

**a Step 1.**

(1) The employee(s), and/or his designated representative, will notify the immediate or first line supervisor of his desire to discuss complaint. 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 five (5) workdays of the notice to the employer of the employee's desire to meet. The supervisor will provide a decision to the employee and the union steward or the union office if self representation was selected within five (5) workdays from the conclusion of the meeting. The decision shall include an explanation of the deciding factors as they apply to the issues raised.

(2) An employee(s) having a complaint will discuss the issue and concern with their immediate supervisor. The parties recognize that these informal discussions provide the best opportunity for problem resolution at the lowest possible level.

**b Step 2.**

(1) The employee(s) shall place the complaint in writing on a grievance form. The grievance form must be properly prepared by the grievant prior to submission to Step 2. The

written complaint (grievance) will be personally submitted within five (5) workdays from the date of the step one decision by the senior steward or steward or by the employee to the division chief or designated representative.

(2) The division chief or designated representative shall be responsible for acquiring the grievance control number from the Civilian Personnel Advisory Center and annotating the date received, meeting date and the decision date. The grievance meeting will be held within five (5) workdays from receipt of the written grievance to attempt to resolve the grievance. The employee may be accompanied by the senior steward and/or steward. A written decision will be provided within five (5) workdays after the conclusion of the meeting. If the grievance is settled to the satisfaction of the employee(s), no further consideration will be given to the matter. If the grievance is not settled to the satisfaction of the employee(s), the employee(s) may proceed to the next step of the procedure.

c. **Step 3.** The employee's chief steward or the employee will personally submit the written grievance to the director/office chief or his designated representative within five (5) workdays from the date of the Step 2 decision. The director/office chief or designated representative will annotate the date of receipt on the grievance form. The grievance meeting will be held within five (5) workdays from the receipt of the grievance. The employee may be accompanied by the senior steward and the president or vice president or chief steward of the Union. (Exceptions for unusual grievances may be made through the Civilian Personnel Advisory Center.) A written decision will be provided within five (5) workdays after the conclusion of the meeting. If the grievance is settled to the satisfaction of the employee(s), no further consideration will be given the matter. If the grievance is not settled to the satisfaction of the Union, the Union may make a written request to the Civilian Personnel Advisory Center that the unresolved grievance be submitted for arbitration. Such request shall be made within thirty (30) calendar days after the receipt of the director/office chiefs decision.

**Section 8. Time Limits.** All grievances must be initiated within fifteen (15) workdays after the grievant knew, or, with reasonable diligence should have known, of the occurrence of the matter out of which the grievance arose.

a. Failure of the employee to process complaints or grievances within the limits prescribed in each step of the grievance procedure will automatically cancel the complaint or grievance and no further consideration will be given this matter.

b. Failure of the Employer to answer written grievances within the time limits prescribed in each step of the procedure shall permit the Union to refer the case to the succeeding step of the procedure to include arbitration in accordance with Article 22, Section 4 b.

c. Extensions may be granted, provided mutually agreed upon by parties for unusual cases.

**Section 9. Union Witnesses.**

a. At each step of the grievance procedure, the employee or Union representative shall be permitted to call relevant employee witnesses who shall suffer no loss of pay for so serving, if otherwise in a duty status. Employees serving as witnesses shall not be forced to do so.

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

**Section 11. Termination of the Grievance.** If an employee resigns, dies, or is separated by any action other than removal before decision is reached on a grievance being processed and no compensation issue is involved, action will be stopped and all interested parties will be notified the case is being closed without decision. A copy of this notification will be made a part of the case record.

**Section 12. Settlement of the Grievance.** When a grievance is settled at any step it will be considered to be settled in its entirety, and no further action will be taken regarding the grievance.

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

**Section 14. Union Representation.** Union representatives may not solicit grievances. This provision does not refer to normal contract administration conducted by stewards, e.g. overtime lists and shop rosters.

# **ARTICLE 21**

## **Employer and Union Dispute Procedures**

### **Section 1.**

a. The purpose of this article is to provide for the satisfactory settlement of grievances involving application and/or interpretation of this agreement where no individual employee grievance is involved. The parties recognize the value of open and honest communication as a means to exchange thoughts and interests to reduce the need for the use of this procedure.

b. Questions which cannot be resolved by the parties as to whether or not a grievance is on a matter which is subject to the provisions of this procedure shall be referred to arbitration for decision.

c. All grievances must be processed to Step 1 of this procedure within fifteen (15) workdays after the Union knew, or, with reasonable diligence should have known of the occurrence of the matter out of which the grievance arose.

d. If the dispute has bargaining unit wide impact it will be introduced in the process at the second step.

### **Section 2.**

**a. Step 1.** The Union will reduce the grievance to writing on the grievance form and will notify the director/office chief or their designated representative, of the organization where the grievance occurred of their desire to establish a Step 1 meeting to discuss the grievance. The meeting shall be held within five (5) workdays of the request. The director/office chief, or their designated representative, shall provide the Union with a written decision within five (5) workdays from the conclusion of the meeting. If unsatisfactory, the Union will process the grievance to the next step of the procedure.

**b. Step 2.** Within five (5) workdays from the date of the Step 1 decision, the grievance will be submitted to the Civilian Personnel Advisory Center, where the date of receipt will be annotated on the grievance form. The meeting shall be held within five (5) workdays of the request. Within five (5) workdays from the conclusion of the meeting, the Labor Relations Officer or his designated representative shall provide the Union with a written decision.

**c. Step 3.** Within five (5) workdays from the date of the Step 2 decision, the grievance may be submitted to the Civilian Personnel Advisory Center, where the date of receipt will be annotated on the grievance form. The Management and Union Negotiating Committees will meet within five (5) workdays to discuss the grievance. Within ten (10) workdays from the conclusion of the meeting, the Management Committee shall provide the Union with a written decision. If unsatisfactory, the Union may request the grievance be submitted to arbitration by so notifying the Civilian Personnel Advisory Center within thirty (30) workdays of the written decision.

**Section 3.** Extensions may be granted, if mutually agreed upon by the parties.

**Section 4.** Employer initiated grievances shall be processed under the above procedure, altered to the extent that the Civilian Personnel Advisory Center shall initiate the procedure at the second step by notifying the Union.

## **ARTICLE 22**

### **Arbitration**

**Section 1.** If the Employer and the Union fail to settle any grievance/dispute arising under Articles 20 or 21, such grievance/dispute shall, upon written notice of the Union, be referred to arbitration. It is further recognized that arbitration shall be invoked only with the approval of the individual employee or employees concerned. Such written notice must be served not later than thirty (30) calendar days following the conclusion of the last step of the grievance procedure. If several grievances reach the arbitration procedure concurrently, a separate arbitrator shall be chosen for each grievance; however, upon mutual agreement of the parties, grievances may be combined for arbitration to reduce cost and expedite issues. The arbitration/mediation hearing shall be held during the regular day shift and the grievant, employee representative, and witnesses shall not incur a loss of pay or leave while participating in the proceedings, if otherwise in a duty status. Second and third shift employees and Union stewards will be reassigned to the first shift for the day(s) of the arbitration/mediation hearing.

**Section 2. Mediation.** Within one week from the date of receipt of the arbitration request, the parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS) for grievance mediation. The parties shall meet at a mutually agreeable time with the FMCS Mediator for the purposes of endeavoring to resolve the issue giving rise to the arbitration request.

#### **Section 3. Procedures.**

a. If agreement cannot be reached at mediation, the parties will request the FMCS to provide a list of impartial persons qualified to act as arbitrators within ten (10) workdays. The cost of the arbitration panel shall be alternately born by the parties.

b. The parties shall meet at a mutually agreed upon time within thirty (30) calendar days after receipt of the panel to select an arbitrator. The Employer and the Union will each strike one arbitrator's name from the list and shall then repeat this procedure until there is one name remaining. The remaining name shall be the duly selected arbitrator.

c. Within ten (10) workdays the agency shall prepare and post a notification to the arbitrator of their selection and request available dates for the hearing.

d. At a mutually agreeable time, no less than two (2) workdays before the arbitration hearing the Union representatives and Agency representatives shall meet to discuss evidence, witnesses, joint exhibits, etc.

e. The parties agree to submit post hearing briefs within the time frames determined by the arbitrator. The parties will exchange post hearing briefs locally.

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

**Section 4.** Normally, fees and expense of the arbitrator will be shared equally by the Employer and the Union.

a. However, upon a specific finding by the arbitrator that either the employer's or the union's position is completely meritless, the arbitrator is authorized to assess up to 100 percent of fees and costs against the non-prevailing party.

b. If the Employer did not meet its obligation to issue a timely grievance decision and the Union is able to show, to the arbitrator's satisfaction, that the omission of a timely decision by the employer is, at least in part, the reason for invoking arbitration, and the employer prevails or there is a split decision no more than 25 percent of the cost will be borne by the union. If the union prevails 100 percent of the arbitrator's fees and costs will be borne by the employer.

c. In the case of employer and union disputes, where no individual employee grievance is involved, the loser will pay all fees of the arbitrator. In the case of a split decision the Parties will bear the Arbitrator's fees equally.

**Section 5.** It is agreed and recognized that arbitration provided herein is binding and appealable only under the provisions of 5 USC Chapter 71 to the Federal Labor Relations Authority.

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

**Section 7.** By mutual agreement, the parties may establish on an ad hoc basis alternatives to a full hearing with post hearing briefs.

**Section 8.** Employer initiated arbitrations shall be processed under the above procedure, altered to the extent that the Civilian Personnel Advisory Center shall initiate the procedure by notifying the Union.

## **ARTICLE 23**

### **Safety and Health**

**Section 1. Policy.** The Safety and Occupational Health Program (SOH) will be implemented through government wide regulations, DOD/DA regulations and policies, and RIA-JMTC regulations and policies. The parties are jointly committed to follow established policies and procedures for working in a safe manner, for helping to identify conditions that might cause injury, illness or property damage, and for taking the appropriate corrective actions when necessary. The parties shall make every reasonable effort to provide and maintain safe working conditions.

#### **Section 2.**

a The Employer is responsible for hazard review and analysis of manufacturing operations and processes to detect hazards involving equipment, machinery, chemicals, and air quality used in operations and processes. Standard Operating Procedures will reflect results of such review including requirements for the use of special protective clothing and equipment. It is the Employer's responsibility, by Army regulations, to require the use of, and to provide the appropriate protective equipment as a means of preventing injury to personnel or damage to equipment and property and to provide adequate training and orientation to employees. Conditions determined by the Employer through the Safety Office to be detrimental to health and safety will be controlled by removal of the condition, correcting the condition, or adequately protecting employees from the condition with personal protective equipment.

b Each employee is responsible to be aware of and adhere to safety rules and practices related to their jobs. Employees are obligated to use the protective equipment, such as (but not limited to) safety glasses and hearing protection, safety shoes and hard hats, furnished by the Employer as a measure of protection. All employees are responsible to provide their normal working apparel for performance of their duties as a condition of employment.

c In the course of performing their assigned duties, Union representatives will be alert to unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represent suspected industrial health hazards. If an alleged unsafe or unhealthy condition is observed, the steward shall report it to the appropriate Supervisor of the area. If the safety question is not settled it will be entered into the grievance procedure at the third step by the chief/senior steward.

d If a question arises as to the objection of an employee to perform work which the employee considers to be unsafe or hazardous, then the matter shall be immediately referred to the Safety Office by the Employer for determination. If no agreement is reached after consultation among the Safety Office, the supervisor, the employee and their designated representative, the procedures of Section c. above will apply.

**Section 3.** The Union may be represented at initial accident investigations and any follow-up meetings by one of their designated Safety Stewards. Use of official time for accident investigations and related follow-up meetings will be documented through the Employer's timekeeping system using the designated job codes; and will not be counted in the representational hours identified in Article 7,

**Section 4.** The Employer agrees to provide adequate toilet and washing facilities, safe, clean drinking water, and an area for eating with adequate tables and chairs as near to the work site as practicable. Management will make every reasonable effort to provide adequate lighting, heating, and ventilation in work areas, Normally, employees will not be required to continuously work in congested, 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 5.** The parties agree that situations which require an employee to work alone in an industrial setting may provide the potential for increased concern for an employee's safety, health and well being and as such, should be held to a minimum. When no other solutions are practicable, the Employer agrees to minimize the risk by identifying a point(s) of contact, the available means of communication or utilizing other acceptable methods to provide assurance of employee's safety.

**Section 6.** The Employer agrees to furnish protective clothing and equipment, i.e., safety shoes, safety glasses, hearing protection, hard hats, safety harness, respirators, etc., as designated by the Safety Office for the performance of assigned duties. The Union may recommend new protective clothing or equipment, or safety procedures, and/or modification to the Employer.

**Section 7.** As determined appropriate by the Employer, regularly scheduled safety meetings will be held at the work site with employees to discuss safety related issues. Normally, these meetings will be held monthly.

**Section 8.** An employee temporarily unable to perform regular assigned duties because of illness or injury, but capable of returning or remaining in a duty status in some capacity, may be detailed by the Employer to work assignments compatible to physical conditions or may be accommodated on assigned duties (light duty). Priority will be given to employees with work-related injuries or illnesses; however, all such assignments are contingent on the Employer's determination of the availability of work within the employee's limitations.

**Section 9.** The Employer may require an employee to undergo a medical examination when there is a question about the employee's continued capacity to meet the physical and medical requirements of the assigned duties. The Employer shall designate the examining physician, but the employee shall be offered the opportunity to submit medical documentation from a personal physician for review.

**Section 10.** The Employer agrees to negotiate as appropriate prior to implementing any change in the current smoking policies.

## **ARTICLE 24**

### **Environmental Differential Pay**

**Section 1.** When the Union is of the opinion that a local work situation warrants coverage under payable categories, it will notify the Employer (immediate supervisor) of the location of the situation and nature of the exposure so as to show clearly that the hazard, from that exposure, is of an unusual nature and is not practically eliminated by safety procedures and devices.

**Section 2.** When the Employer determines that a local work situation with the unit is such that it warrants eligibility for Environmental Differential Pay, the Employer will notify the Union of the category code, category name, percentage differential to be paid, category definition, and the local work situation.

**Section 3.** If the appropriate official, designated to make a determination on payment of Environmental Differential, denies such payment, a grievance may be filed at the third step of the negotiated grievance procedure.

## **ARTICLE 25**

### **Voluntary Allotment of Union Dues**

It is hereby agreed between the Employer and the Union that the following agreement shall be in conformance with applicable regulations concerning allotments for payment of dues to labor organizations.

**Section 1.** This agreement authorizes the Employer to deduct Union dues from the pay of all employees who voluntarily authorize such deductions and who are employed within the appropriate unit for which the Union holds exclusive recognition in accordance with the provisions set forth herein.

**Section 2.** Union dues (the regular, periodic amounts required to maintain an employee in good standing of the Union) shall be deducted by the Employer from an employee's pay each payroll period when all of the following conditions have been met:

- a. The employee executes a Form 1187 (Employees Authorization for Dues Deduction) provided by the Union and as provided for herein.
- b. The employee's earnings are regularly sufficient to cover the amount of this allotment.
- c. The treasurer or local president of the Union has completed and signed Section A of such form, including the certification of the current amount of the Union's regular dues to be deducted each biweekly pay period, on behalf of the Union.
- d. Such completed form shall be turned over to the treasurer of the Union for transmittal to the Payroll Office of the Employer at any time.

**Section 3.** The Union is responsible for informing and educating its members on the program for allotments for payment of dues.

**Section 4.** Deduction of dues of the Union shall begin with the first pay period which begins after receipt of properly completed and signed Standard Form 1187, by the Payroll Office of the Employer.

**Section 5.** The amount of the Union dues to be deducted each biweekly pay period on behalf of the Union shall remain as originally certified to on such allotment forms by the authorized local Union official. If a change in the amount of such deductions is certified by the authorized official of the Union and such certification of changes are duly transmitted to the Payroll Office of the Employer.

**Section 6.** Once each calendar year the Union will certify to the Employer the status of dues allocation (increase, reduction, or no change). Any change in the amount of the employee's regular dues with resultant change in the amount of the allotment of such employee per biweekly pay period shall become effective with the deduction allotment made on the first pay period beginning after receipt of the notice of change by the Payroll Office of the Employer or at a later date, if requested by the Union.

a. Changes in the amounts of any Union dues shall not be made more frequently than once each calendar year.

b. Updating of dues allocations to the Union may occur twice a year. Updating is the change of the dues allocations withheld (based upon the ten levels of Union dues) from an employee to the Union because of a personnel action changing their pay grade into a new dues allocation level.

(1) Upon receipt of the annual certification of the status of dues allocation, the list of employees on dues allocation will be reviewed by the Payroll Office and those employees whose pay has changed will be updated to the appropriate level of dues. The updating will occur automatically within the Payroll Office.

(2) Six (6) months after the effective date of the annual certification, the Union may submit an annotated dues allocation list to the Employer for updating by the Payroll Office. If a list is received, the employees will be updated effective on the first pay period occurring two (2) weeks from the date of receipt. If an annotated list is not received, updating will occur at the following annual certification.

**Section 7.** An employee's voluntary allotment for payment of their Union dues shall be terminated with the start of the first pay period following the pay period in which the following occur:

a. Loss of exclusive recognition by the Union.

b. Separation of the employee for any reason, including death or retirement.

c. Receipt by the Employer of notice that the employee has been expelled or has ceased to be a member in good standing of the Union.

d. Move or reassignment of the employee to an organizational segment for which the Union has not been determined to be eligible for exclusive recognition. The employee will be responsible for notifying the Payroll Office of the Employer when such move or reassignment takes place.

e. When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD.

**Section 8.** An allotment for the deduction of an employee's Unions dues also may be terminated by the employee through submission to the Payroll Office of the Employer on a Standard Form 1188 properly executed in duplicate by individual employees. 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, for dues paying members after their first year. The revocation must be received prior to such date. Upon effect of any such properly executed Standard Form 1188 by the Payroll Office of the Employer, the Employer shall immediately transmit the duplicate of such form to the treasurer of the Union. Standard Form 1188 is available from the Union office.

**Section 9.** The Union, having members on voluntary allotment of their Union dues, shall promptly notify the Payroll Office of the Employer, in writing, when any such member of the Union is expelled or for any other reasons ceases to be a member in good standing.

**Section 10.** The Employer through its Payroll Office, shall transmit to the financial secretary of the Union within three (3) workday(s) after each pay day all of the following information:

a. A list which shall identify the Union by name and local number, the name of each employee member of the Union on voluntary allotment, and the amount of the allotment deduction made for each such employee member. Such list shall also include any allotment deductions which are terminated with the pay period covered, and the reason for any such termination.

b. 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 such monetary allotment deductions.

## **ARTICLE 26**

### **Information to the Union**

**Section 1.** Upon electronic/written request from the Union, the Employer shall provide without charge an alphabetical listing of all employees in the bargaining unit and an alphabetical listing of all unit employees by organization to include their classification series and grade. An additional list may be provided based upon special circumstances such as a reduction-in-force, reorganizations, or other major personnel actions affecting the bargaining unit. The data will be provided in an electronic format.

**Section 2.** Verbal requests for information from the Union shall be responded to with verbal replies. All requests for provision of electronic/written information shall be sent to the Civilian Personnel Advisory Center and signed by the Union president or designated representative.

**Section 3.** Information requested must pertain to representational business. The request will state the particularized need for the information requested.

**Section 4.** The Employer agrees to make available to the Union access to the RIA Intranet. The Employer agrees to notify the Union of changes to local and Department of Army regulations.

**Section 5.** Information shall not be released which is in conflict with the provisions of the Freedom of Information Act or the Privacy Act.

## **ARTICLE 27**

### **Union-Management Meetings**

**Section 1.** The parties recognize that a successful, effective and efficient Labor-Management Relationship is reliant upon the ability of the parties to foster open, honest, and timely communication throughout the entire organizational structure bottom to top and back down in a continuous loop. Each manager and union representative must do their part in promoting and fostering a Labor-Management Relationship built on open communication and mutual respect.

**Section 2.** The parties agree that in addition to the daily interactions necessary to discharge their duties and responsibilities the following Union-Management meetings will be held. These meetings may be canceled/rescheduled with reasonable notice by either party for appropriate reasons.

a. Each Division Chief, or their designated representative, will meet with the Senior Steward(s) having representational responsibilities within their Division at least once a month to discuss items concerning personnel policies, practices, or other matters affecting the working conditions of unit employees. Any unresolved issues will be forwarded through their respective chains of command for inclusion in the quarterly Directorate level meeting.

b. For those Directorates having bargaining unit employees in their organization, the Directors, or their designated representatives, will meet with the President, Chief Steward and/or other Union Officials on a quarterly basis to discuss items concerning personnel policies, practices, or other matters affecting the working conditions of unit employees.

**Section 3.** At the request of either party, or on an as needed basis, the Union Negotiating Committee, as designated by the Union, shall meet with the Joint Manufacturing and Technology Center Management Negotiating Committee to discuss items concerning personnel policies, practices, or other matters affecting the working conditions of unit employees. These meetings will consist of no more than five (5) members from each committee. At a minimum, the committees will meet annually, following the close of the fiscal year.

**Section 4.** However, it is agreed and understood that nothing in this article prohibits either party from calling in any other representatives they deem necessary.

## **ARTICLE 28**

### **Publicizing the Agreement**

**Section 1.** The Employer agrees that as part of their orientation, all new or rehired employees hired into a position included in the bargaining unit shall be informed of the Union's exclusive recognition status, given a copy of the negotiated agreement, and introduced to their designated Union steward for the purpose of allowing the Union to meet privately to advise the employee of the representational services provided.

**Section 2.** Employees assigned to a new cost center within the bargaining unit will be introduced to their designated Union steward as soon as practicable, but normally within five (5) workdays.

**Section 3.** The Employer agrees to furnish each employee in the bargaining unit with a copy of the agreement. The Employer will furnish the Union with sixty (60) copies of the agreement and an electronic copy of the agreement (DVD). Additional copies of the agreement will be provided to the Union when requested.

**Section 4.** The parties agree to conduct joint training of all supervisors, managers, Union Stewards, and Union Officers.

## **ARTICLE 29**

### **Bulletin Boards and Union Literature**

**Section 1.** The Employer agrees to provide a space 1' x 4' on the right hand side of each official bulletin board located in the bargaining unit represented by the Union.

**Section 2.** The Union may install at their option Union-owned bulletin boards, not to exceed 4' x 4' in size, in shop areas. The location and method of installation will be approved by the Employer but in general will be adjacent to the official bulletin board.

**Section 3.** The Union shall maintain bulletin boards in good order and shall be responsible for all material posted. Only authorized Union officials will be allowed to post or remove items from Union boards or the allotted portion of the Employer's bulletin board.

**Section 4.** The Union and Employer agree that the maintenance and posting of Union literature shall be accomplished during official duty time for the representatives of the Union. However, the distribution of Union literature shall be accomplished outside working hours by representatives of the Union. The Union agrees that material they post shall not be libelous and scurrilous.

**Section 5.** The Union agrees to furnish the Employer (Civilian Personnel Advisory Center) a copy of all material to be distributed or posted.

**Section 6.** All Union postings shall be identified as "Official Union Posting" either by content or identifying stamp.

## **ARTICLE 30**

### **Contracting Out Of Work {A-76}**

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

**Section 2.** The Employer will inform the Union of any determination to contract out or transfer work which will result in adversely affecting employees in the unit, i.e., displacement, in accordance with Article 6.

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

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

**Section 5.** The activity will provide the Union, in a timely manner, copies and drafts of pertinent information concerning all cost studies to the extent that the release of such information is allowable under applicable law, rule and regulation. Information to be released shall specifically include, but not be limited to:

- a. The invitations for bid (IFB), request for quotation (RFQ), or request for proposal (RFP).
- b. Abstract of bids.
- c. Correspondence from higher authority directing the cost study.
- d. Correspondence from Department of Labor regarding certification of wage rate.
- e. The performance work statement.
- f. The "milestone" chart or similar document setting for the estimated dates for the contracting out process.
- g. All changes to the performance work statement.
- h. All bidder questions and activity answers related to the performance work statement.

**Section 6.** The activity will include Union representation on the agency/installation oversight or advisory/steering group when an A-76 cost study is being conducted or an in-house bid prepared.

**Section 7.** Information will be provided to bargaining unit employees throughout the contracting out process. The Union will be given an opportunity to participate in any briefing to the workforce concerning contracting out.

**Section 8.** Pursuant to 5 U.S.C §7106(a)(2)(B), the Employer has the right to make determinations with respect to contracting out work. After the Employer has made any determination to contract out work, the parties reserve the right to negotiate during the term of this Agreement over the procedures that management will utilize in exercising this right and any appropriate arrangements for employees adversely affected by the decision to contract out, and which are not already specifically provided for in this Article.

## **ARTICLE 31**

### **Apprentice Training and Helper-Learner Programs**

**Section 1.** Any change in the status to the apprenticeship program shall be presented to the Union for its comments. The apprenticeship programs shall be registered with the Department of Labor.

**Section 2.** The Apprenticeship Subcommittee is established by the Employer to serve as a forum to advise on the operation of the Apprentice Program. The purpose of the subcommittee is not to mandate joint determination of substantive aspects of the apprentice program.

a. The Employer agrees to appoint two (2) members nominated by the Union. Such nominees must be journeymen who have completed a Department of Labor registered apprenticeship program. Those journeymen selected by the Employer will participate in all functions of the committee as determined by the Employer.

b. The Employer has determined that the Apprenticeship Subcommittee is responsible for and has authority to: submit recommendations to enhance the program; recommend trades and the number of apprentices to be trained; assist in development of work processes for training; advise on instruction; recommend instructors; interpret provisions of the apprentice program; recommend criteria for selection of apprentices; assist in evaluating progress of apprentices; recommend criteria for successful completion of the program; and review problem areas and make recommendations.

**Section 3.** The Employer agrees to utilize the Helper-Learner Program as long as it is practicable in meeting the needs of the Employer.

**Section 4.** Recruitment and selection for the Apprenticeship and Helper-Learner Programs shall be in accordance with the Merit Promotion and Placement Plan. Written tests and interviews may be required. If interviews are utilized, the Employer agrees to allow a qualified representative of the Union to observe.

## **ARTICLE 32**

### **Employee Record Card**

**Section 1.** The Employee Record Card will be maintained at the lowest supervisory echelon practicable. There will be only one official Employee Record Card. The card will be kept confidential and its contents only may be made available to persons having a "need to know" in the performance of some official duty. The Employee Record Card will serve as a convenient "mini record" of an individual's employment at RIA-JMTC. An employee will upon their request, be permitted to review their own Employee Record Card.

**Section 2.** Items to be recorded on the Employee Record Card include:

a. Personnel actions from copies of the SF 50 (Notification of Personnel Action), DA Form 2515 (Payroll Change Slip), DA Form 1556 (Request, Authorization, Agreement, Certification of Training and Reimbursement), or other official notices for the Civilian Personnel Advisory Center.

b. Annual approved performance rating.

c. Counseling session in accordance with Article 17, Section 3.

d. Change in home or emergency address and telephone number; (The employee should keep the home address and telephone number current.)

e. Service awards, such as SSP, Special Act, and other commendations; and

f. Reprimands and other disciplinary action taken.

**Section 3.** Formal reprimands that are removed from an employee's Official Personnel Folder because of time expiration must also be removed from the Employee Record Card. Supporting information that led to the issuance of a letter of reprimand will also be removed or obliterated.

**Section 4.** At the employee's request, the Employee Record Card may be reviewed by the employee. Normally, the Employee Record Card will be made available for the employee's review at the same time as the annual appraisal of performance. The Employer agrees to remove annotations from the Employee Record Card in accordance with the following schedule:

a. Counseling sessions in accordance with Article 17, Section 3.

b. Letters of Reprimand - Expiration of Letter

c. Suspensions for 14 days or less - 3 Years

d. Suspensions of more than 14 days - 5 Years

**Section 5.** No entry adverse to the employee will be entered on the Employee Record Card without notifying the employee. Counseling shall be conducted in private,

## **ARTICLE 33**

### **Control of Property**

**Section 1.** The parties agree that the Employer has an obligation to protect and conserve Government property. In the discharge of this duty, it may be necessary from time to time for the Employer to conduct searches for the purpose of locating such property. Such searches may require examination of items or effects owned, possessed, or controlled by individual employees.

**Section 2.** When it becomes necessary to conduct searches, they will be conducted in a reasonable manner, in accordance with the following procedures as circumstances dictate.

a. If the employee is available, the search will be conducted in the presence of the employee, who may request the presence of the Union representative or an employee from the immediate work area prior to the opening of any toolbox, locker or other container.

b. When the employee responsible for the contents is not present, supervisory personnel will contact the Security Office who will furnish a representative of that office to be present when the container is opened. It will be the Employer's responsibility to see that the personal property is restored to its original status. The supervisor will advise the custodian/owner as to the action taken when the employee returns to duty.

c. In the case of closing out the personal effects of a deceased employee, the supervisor will contact the Security Office to inventory the employee's toolbox, locker, other containers or personal property. The deceased employee's personal property will be packaged and sealed until it can be returned to the next of kin.

### **Section 3.**

a. Employees will not normally be held financially responsible for Employer owned equipment or property not receipted to the employee, except in cases of waste, fraud, abuse, or other misuse of Employer property. However, nothing in this Article shall be construed to relieve an employee of their responsibilities to safeguard Employer property or equipment.

b. In determining financial responsibility for Employer owned equipment receipted to an employee, the Employer will consider the adequacy and/or availability of employee safeguards for such equipment. The Employer will consider whether the equipment is used by other employees or if by its nature the equipment cannot be readily secured.

## **ARTICLE 34**

### **Parking**

**Section 1.** Changes in the existing parking policy will be made in accordance with Article 6. Further, the Employer agrees to meet with the Union upon request to discuss parking concerns.

**Section 2.** The Employer agrees to authorize three (3) reserved parking spaces for the Union in proximity of the Union Office.

**Section 3.** An employee who sustains a work-related injury which limits their mobility, will be temporarily assigned a reserved parking space in accordance with the local parking regulation. Such situations will be subject to periodic review to determine continued requirement for the reserved parking space.

## **ARTICLE 35**

### **Areas of Mutual Concern**

AFGE 2119 and RIA-JMTC management are committed to develop an agreement in the spirit of trust and cooperation that best aligns the organization with our mission and common interests. The parties recognize accountable, agile, and positively engaged workforce are the primary components of achieving that goal. The interests of producing a quality product reducing costs and maintaining an on time delivery schedule while at the same time valuing employees and their safety as the key asset during all types and levels of workload will allow us to provide goods and services based on the war fighter and customer needs. The parties recognize if we fail our mission we fail our people, our customers, and one another.

**Section 1.** To sustain this environment, the parties recognize the items below are of mutual benefit and can be of significance in the morale and well-being of the work force, therefore, the parties agree to work in these areas of mutual concern to include but not limited to:

- a. RIA-JMTC Strategic Plan.
- b. Safety programs.
- c. Labor and Management Forum.
- d. Employee Involvement and Empowerment.
- e. Employee Health, Fitness, Wellness, and Suicide Prevention.
- f. Prevention and control of alcohol and drug abuse in the work place.
- g. EEO & disabled employee programs.
- h. Employee self development and training for technological change,
- i. Productivity, efficiency, and quality initiatives.
- j. Community public relations and charities.
- k. Incentive Awards programs.

l. Other areas of common interest for establishing and maintaining RIA-JMTC as a national manufacturing asset.

**Section 2.** The parties mutually recognize the many sacrifices and contributions made by veterans through the years in both times of peace and conflict. The Employer agrees to administer all veterans programs in compliance with applicable laws, rules, or regulations.

## **ARTICLE 36**

### **Performance Standards and Appraisals**

**Section 1. Policy.** The performance appraisal system shall provide a fair, accurate, and objective evaluation of job performance in accordance with the Agency's regulations. Employees will normally receive their annual appraisal within 45 days from the end of their rating period (rating period ends on their birth month). There shall be no quotas or official limitations.

a. Employees shall receive written performance ratings based on performance standards and elements which are related to assigned duties.

b. Employees are entitled to the element rating that most accurately describes their performance compared with the performance standard for the element.

c. Employees are entitled to a summary rating that most accurately reflects their overall performance during the complete rating period,

**Section 2. Performance Plan.** The standards and critical elements shall be in writing and signed by the employee, the rating supervisor, and senior rater. The employee will receive their performance plan upon implementation of said plan, or within thirty (30) calendar days after being assigned to a new position. The plan will consist of preprinted responsibilities (DA Form 7223-1 Counseling Checklist), performance standards and individual job related expectations set forth during performance discussions related to the position description and assigned duties and responsibilities.

**Section 3. Progress Review.** Rating supervisors will hold a progress review, in private, at the mid-point of the employees' rating period. Each mid-point review will be documented on the employees' counseling checklist. Supervisors may conduct additional progress reviews as needed during the rating period.

**Section 4. Appraisals.** Except under unusual circumstances, each employee's performance will be rated annually against the standards established for their position. However, the employee must be on approved standards for a minimum of 120 days prior to receiving a performance rating.

a. Each annual rating will include both a written appraisal and a discussion between the rating supervisor and the employee. Other discussions between the employee and the rating supervisor will be held, as needed, during the rating period to provide the rating supervisors with data to assess work progress and to help employees to improve their performance.

b. Employees may submit input to their performance appraisal for consideration prior to the end of the rating period. The rating supervisor will consider the employee's input prior to finalizing the appraisal.

c. The discussion between the rating supervisor and the employee will be in private to allow the employee time to discuss matters of interest in detail concerning the appraisal.

d. Any changes made on the final appraisal will be discussed with the employee.

e. The Employee Record Card may be reviewed by the supervisor and employee, normally at the same time as the annual appraisal of performance.

**Section 5. Unacceptable Performance.** 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. Employees with unacceptable performance are not eligible for within grade increases (WIGI) or promotions.

**Section 6. Career Development.** During the annual rating process the employee and supervisor will discuss the need for an Individual Development Plan (IDP). The IDP should be documented on the appraisal form and include actions to assist the employee in improving their performance, and recommendations for on and off-the-job training, and self-development activities to prepare the employee for advancement or otherwise assist in achieving their career goals.

## **ARTICLE37**

### **Training**

The parties are jointly committed to maintain a workforce that is well trained, flexible, adaptable, multi skilled, prepared and capable of mission execution for the future, to the extent that such training is consistent with mission needs, as determined by the Employer.

**Section 1.** The Employer agrees to:

- a. Provide broad-based, comprehensive training for employees.
- b. Cross-train employees to maximize organizational responsiveness and effectiveness.
- c. Provide training fairly and equitably to all employees.
- d. Consider the Union/employee comments to improve opportunities for training.

**Section 2.** The parties are committed to continue exploring any advantages or efficiencies gained with a multi-skilled and a multi-functional workforce.

**ARTICLE 38**  
**Representational Rights For Deaf and Hard of Hearing**  
**Employees**

**Section 1.** The Employer agrees to provide reasonable accommodations for deaf and hard of hearing employees in accordance with applicable laws, rules, and regulations to include safety. The parties mutually agree that deaf and hard of hearing employees are entitled to the same representational rights afforded other employees by both the Employer and the Union.

**Section 2.** The Employer agrees to recognize the Union's designation of stewards to represent deaf and hard of hearing employees.

a. The Union may designate up to three (3) individuals to act as stewards for the deaf and hard of hearing, one for each shift.

b. All other provisions of this agreement pertaining to the use of representational time will be observed by the stewards for the deaf and hard of hearing.

**Section 3.** As an accommodation, the Employer agrees:

a. When possible, to provide interpreter services for the deaf and hard of hearing during formal meetings, training, physical exams, official events and functions, and other employee/supervisory type meetings that are outside the normal day to day relationship (i.e., performance appraisal meetings, counseling sessions, grievances, disciplinary actions, etc.)

b. To allow the use of text messaging to an official phone number and/or official electronic mail for the purpose of complying with employee call-in and employee reporting procedures.

**Section 4.** The Employer agrees to offer basic sign language training to Union officials and/or stewards when such training is available and to the extent that the Employer determines that it is necessary and in the best interest of the parties.

## **ARTICLE 39**

### **Workmans' Compensation**

**Section 1.** The parties recognize that the Federal Employees' Compensation Act (FECA) is administered by the Department of Labor.

a. Employees will report all injuries received on the job immediately to their supervisor, and shall receive necessary medical attention. Employees may choose to be treated at the U.S. Army Health Clinic or another medical facility.

b. The Employer agrees to assist the employee in filing the appropriate forms and documentation regarding the injury or illness. Such assistance will include an explanation of the benefits and options available to the employee under the Federal Employee Compensation Act. The employer/supervisor will provide the employee with a Form CA-1 for traumatic injuries or Form CA-2 for occupational diseases and any other appropriate forms that may be required by the act. Such assistance will be provided in a timely manner to allow for prompt submission of claims.

c. Information maintained by the Employer relating to the employee's claim may be released to the employee and/or their designated representative; all designations shall be in writing. An exception is made for some medical information which may only be released to a physician designated by the employee in writing.

**Section 2.** This Article in no way precludes the employee or Union from using any other means available to settle Workmans' Compensation disputes such as Congressional representatives or private attorneys secured by the employee or Union.

**Section 3.** Based on available resources the Employer agrees to provide and/or coordinate required training on the Federal Employees' Compensation Act on an annual basis. The Union President and the Civilian Personnel Advisory Center will coordinate the Federal Employee's Compensation Act training package.

## **ARTICLE 40**

### **Shutdowns**

**Section 1.** The Employer may exercise its discretion to shut down operations for all or a portion of its activities for up to 40 hours in a calendar year. The Employer agrees to consider input provided by the Union prior to exercising management's rights under this Article.

a. Employees shall be required to use annual leave and/or LWOP to cover the period of the shutdown. Employees who are working a 5-4/9 CWS may elect to switch their scheduled eight-hour workday and/or their RDO into the period of the planned shutdown, so long as it is within the same pay period.

b. At the request of the Union, the Employer agrees to consider allowing employees working a 5-8 tour of duty to elect to go on a CWS for the pay period of a shutdown.

c. The Employer agrees to authorize an advance of annual leave to cover the period of the shutdown, limited to the amount of annual leave the employee would earn during the remainder of the leave year.

d. 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 through furlough.

e. Normally, the Union will be notified at least 60 calendar days in advance for a scheduled shutdown of 16 hours or less and 120 calendar days in advance for a scheduled shutdown of more than 16 hours. The period of shutdown will normally coincide with a holiday period; i.e., Christmas, Thanksgiving, Independence Day, etc.

**Section 2.** The parties agree that in case of any grant of additional holiday or administrative leave by presidential decree, during any period for which the employee has been required to take annual leave and/or LWOP, the Employer agrees to convert an equal amount of time from annual leave to administrative leave or holiday pay, whichever is appropriate to the extent that such conversion is permitted by applicable law, rule, or regulation.

**Section 3.** 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.

**Section 4.** 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.

a. The Employer will post the staffing needs as far in advance as possible but in no case less than two (2) weeks prior to the shutdown.

b. All employees in the needed classifications (i.e., title, series, and grade) and cost center will be given the opportunity to volunteer to work. If there are more volunteers than needed, selection of employees to work will be made in the order of seniority on the shop roster.

c. If there are insufficient volunteers available, employees will be assigned to work the period of the shutdown in inverse order of seniority on the shop roster. Prior to directing employees to work during the period of the shutdown volunteers will be sought using the expansion procedures of Article 9, Overtime.

# **ARTICLE 41**

## **Duration of Agreement**

**Section 1.** In accordance with 5 USC 7114(c), the agreement between the parties will be submitted to the Head of the Agency (Secretary of Defense) or his designee to determine compliance with applicable laws, rules, and regulations. The parties will meet and negotiate the required changes in the agreement. Disputes will be processed through applicable procedures. The agreement will be distributed to all bargaining unit employees upon a mutually agreed upon date after the parties have negotiated any required changes.

**Section 2.** This agreement shall remain in full force and effect for four (4) years from the date approved by the Head of Agency or his designee, or the thirty-first (31st) day after execution by the Commander, whichever is earlier. The parties agree to meet six (6) months prior to the expiration of the agreement to consider a request of either party to mutually extend the terms.

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

**Section 4.** Either party may give written notice to the other, not more than one hundred and five (105), nor less than sixty (60) days prior to the second anniversary of the agreement, of its intention to open mid-term negotiations. In the event of mid-term negotiations, either party may designate up to three (3) contract Articles to be renegotiated. The parties agree to meet at a mutually agreeable time in accordance with the provisions of Article Six (6) of this agreement to conclude mid-term negotiations.

**Section 5.** Either party may give written notice to the other, not more than one hundred and five (105), nor less than sixty (60) days prior to the expiration or termination date of this agreement, or any anniversary date thereafter, of its intention to renegotiate or terminate this agreement, or any part thereof. The parties will meet at a mutually agreeable date and time to begin negotiations.

**Section 6.** If neither party gives timely notice, this agreement shall be automatically renewed for one (1) additional year from the expiration date or any anniversary date thereafter.

**Section 7.** If re-negotiation of this agreement is in progress, including the use of third party dispute settlement procedures, the provisions of this agreement will remain in effect until negotiation of the new agreement has been completed.

**Section 8.** The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this agreement.

**Section 9.** The parties agree that upon the effective date of this agreement, all memorandums of understanding and/or memorandums of agreement predating this agreement are null and void.

**MEMORANDUM OF AGREEMENT**

**Between**

**Rock Island Arsenal-Joint Manufacturing and Technology Center**

**And**

**American Federation of Government Employees Local 2119 (JMTC)**

1. The parties have a mutual interest in the productivity and efficiency of the Joint Manufacturing Technology Center (JMTC) and the well-being and morale of its workforce. Therefore, the parties hereby agree to the following terms and conditions to successfully implement a 4 X 10 work schedule that meets the JMTC's unique mission and customer needs.
2. This agreement shall apply to all AFGE-2119 (JMTC) bargaining unit employees at JMTC.
3. In order to successfully implement a 4 X 10 work schedule, both parties agree to the following:
  - a. Once this MOA is effective, the Hours of Work and Basic Work Week (4 X 10 Work Schedule) set forth below shall replace Article 8, Hours of Work and Basic Work Week approved by DCPAS on 07 MAR 2017 in its entirety.
  - b. In the event that the Employer invokes paragraph 4 below of this MOA, Article 8, Hours of Work and Basic Work Week approved by DCPAS on 07 MAR 2017 shall replace Hours of Work and Basic Work Week (4 X 10 Work Schedule) in its entirety.
  - c. This agreement establishes a 4 X 10 work schedule for all AFGE-2119 bargaining unit employees at JMTC.
  - d. To meet and discuss the implementation and/or execution of this agreement, if either party requests.
4. If the Employer elects to terminate this MOA, it will provide notification to the Union and bargain impact and implementation as appropriate.

## **Hours of Work and Basic Work Week (4 X 10 Work Schedule)**

**Section 1. Policy.** All basic work schedules will be established in accordance with applicable law, rule, and regulation.

**Section 2. Definitions.**

a. Administrative workweek means any period of seven consecutive 24-hour periods designated in advance by the head of the agency under section 6101 of title 5, United States Code.

b. Basic workweek, for full-time employees, means the 40-hour workweek established in accordance with 5 CFR §610.111.

c. Regularly scheduled administrative workweek, for a full-time employee, means the period within an administrative workweek, established in accordance with 5 CFR §610.111, within which the employee is regularly scheduled to work.

d. Tour of duty means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek. When a workday begins on one calendar day and extends into the next calendar day, the day on which the workday begins shall identify the tour of duty.

e. Shift refers to hours of a day in which work is scheduled.

**Section 3. Work Schedule.** The parties recognize the following Work Schedule.

**a. 4 X 10 Schedule.** The basic 40-hour workweek is scheduled on 4 consecutive days, Monday through Friday when possible, and the 3 days outside the basic workweek are consecutive.

**Section 4. Establishing Tours of Duty.**

a. When the Employer finds a need to change established tours of duty, the Union will be notified in accordance with Article 6, section 2a of the negotiated agreement approved by DCPAS on 11 OCT 2013, as far in advance as possible, normally not less than five (5) workdays. The Union may request negotiations, as appropriate, on the change as provided for under Article 6 of the negotiated agreement approved by DCPAS on 11 OCT 2013. Changes to shift start times within established windows defined in Section 7 do not constitute a change of an established tour of duty.

b. In accordance with 5 CFR §610.121(a), advance notice is not required when the head of the agency determines that the agency would be seriously handicapped in carrying out its functions, or that costs would be substantially increased.

**Section 5. Posting Tours of Duty.** Tours of duty for employees in a cost center will be announced in writing and clearly posted in an area that is readily accessible. The tours of duty will cover a minimum of one (1) pay period.

**Section 6. Change of Tour or Shift assignment.**

a. When possible, the Employer will announce changes in employee assignments to established tours of duty one (1) workweek in advance.

b. When possible, changes to an employee's permanent shift assignment will be announced two (2) workdays prior to the start of the workweek.

**Section 7. Shifts.** For a normal tour of duty, shift start times will be as follows:

a. The "Alpha" shift will commence on or after 5:00 a.m., but not later than 7:00 a.m.

b. The "Bravo" shift will commence on or after 7:00 p.m., but not later than 9:00 p.m.

c. The "Charlie" shift will commence on or after 11:00 a.m., but not later than 2:00 p.m.

d. The parties acknowledge that running a two shift operation could be beneficial when utilizing a 4 X 10 work schedule. The Employer acknowledges the Union's preferred shifts are "Alpha" shift and "Bravo" shift and agrees to consider the Union's preference during staffing decisions.

e. However, the parties recognize there may be situations where it is advantageous to have shifts that start at other times (e.g. responding to temporary work surges and other special situations). In these situations, except when the head of the agency determines that the agency would be seriously handicapped in carrying out its functions, or that costs would be substantially increased, the Employer will normally give the Union five (5) workdays advance notice of the need to establish other shift starting times and to negotiate as appropriate under the controlling provisions of this agreement.

**Section 8. Rest Periods.**

a. Employees will be entitled to a ten (10) minute rest break during the first and second half of their shift. Normally, such rest breaks will be taken near the midpoint of each half of the shift. Employees will also be entitled to a twenty (20) minute rest break during the middle of their shift. Rest breaks will be scheduled by the Employer.

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

c. The Employer agrees to provide adequate break areas away from the work environment, located near the employee's work area.

d. The Employer agrees to provide employees with sufficient time for personal cleanup.

e. To the extent practical, the Employer agrees to provide adequate facilities for employees to be able to purchase hot meals. The Union recognizes that the ability to maintain these facilities is based on sufficient usage.

**Section 9. Shop Roster.**

a. A standardized shop roster will be used by all organizational units (cost centers) throughout RIA-JMTC. The shop roster shall list employees by job classification (i.e., job title, series, and grade level) and seniority/Service Computation Date (SCD) within job classification. The current roster will be provided to the cost center Senior Stewards and Stewards.

b. Ties in SCD shall be broken by placing employees in order of seniority by EMIC (Employee Master Identification Code), also known as the employee crib number. The lowest EMIC number will be the most senior for the purpose of breaking the tie.

1. Results from the tie breaking procedure will determine placement of those employees on the cost center shop roster within their SCD. Rotation of those employees will occur at each shift change as follows:

**Example of Rotational Roster:** Employee EMIC Numbers: 1438 = 1, 2943 = 2, 6312 = 3

1 <sup>st</sup> Rotation	2 <sup>nd</sup> Rotation	3 <sup>rd</sup> Rotation	4 <sup>th</sup> Rotation
1 (1438)	2 (2943)	3 (6312)	1 (1438)
2 (2943)	3 (6312)	1 (1438)	2 (2943)
3 (6312)	1 (1438)	2 (2943)	3 (6312)

c. In cost centers where employees with the same classification are assigned to different job descriptions (job number), more than one seniority list will be maintained.

d. When adding an employee to the roster they will be added by SCD.

e. Employees detailed to a Cost Center other than that to which they are officially assigned will be immediately placed on the shop roster by SCD.

1. Employees assigned to planned details shall have bumping rights only in the area to which they are detailed.

2. Employees assigned to unplanned details shall have bumping rights only in their home cost center.

3. All detailed employees will be eligible for overtime assignments only in the cost center they are detailed to.

**Section 10. Management Initiated Shift Staffing.** The Employer retains the right to determine the numbers and classification of positions assigned to an organizational unit or shift. Employees meeting the required job classification shall remain on their assigned shift as long as there is a requirement for such shift operations; they continue to perform in a satisfactory manner; or unless they are displaced by an employee with more seniority.

a. Staffing of shifts, to include changes in staffing levels and/or shift start times, will be accomplished in the following manner:

1. Prior to the Employer announcing staffing needs, the Cost Center employees will provide input to management for consideration in determining numbers, types, and grades of the employees needed on each shift to accomplish the mission.

2. The Employer will normally provide notice to the union in writing of the staffing needs one work week prior to posting those needs to the workforce. The notice shall be made by sending an e-mail to the union at [usarmv.ria.usamc.mbx.afgc-2119-jmtc-ria@mail.mil](mailto:usarmv.ria.usamc.mbx.afgc-2119-jmtc-ria@mail.mil) (Rockbox). The Union shall provide input, questions and concerns, if any, regarding the notice to the Agency by sending an email to CPAC Labor Relations within two (2) workdays of the notice date to the Rockbox.

3. The Employer will normally announce and post in writing the staffing needs for the shifts, 5 days prior to canvassing.

4. Each employee within the Cost Center will be jointly canvassed, in seniority order as established on the shop roster, by the Cost Center Supervisor and the designated Union Steward/Senior Steward for the area and shift.

5. Management will establish a 5-workday window to canvass employees.

6. During the canvassing process each employee will identify their preference of shift assignment and will be notified of their individual shift assignment based on seniority standing and shift availability for the upcoming period. Employees are expected to have their response ready when jointly canvassed.

7. Following the completion of the canvassing process a shift assignment roster for the upcoming period will be posted.

b. A new employee (new hire) or an employee that requires training to perform their duties will be assigned to the shift determined by the Employer and may not be displaced from the shift earlier than 30 days from their initial assignment. If the shift-staffing period occurs during this 30-day period, the employee will be subject to shift staffing but will remain on the shift assigned by Management until the completion of the 30-day period or the completion of the training requirement.

**Section 11. Quarterly Shift Staffing by Seniority.** Employees meeting the required job classification shall remain on their assigned shift as long as there is a requirement for such shift operations; they continue to perform in a satisfactory manner; or unless they are displaced by an employee with more seniority.

a. Cost center employees will be offered shift preference by order of seniority as established on the shop roster four (4) times a year. The effective dates of the staffing will be the first pay period on or after February 1, May 1, August 1 and November 1 of each calendar year.

b. Employees will identify their shift preference during the following open windows:

- 17 through 23 January for the February 1 date.
- 17 through 23 April for the May 1 date.
- 17 through 23 July for the August 1 date.
- 17 through 23 October for the November 1 date.

c. Quarterly shift staffing will be accomplished in the following manner:

1. Prior to the Employer announcing staffing needs, the Cost Center employees will provide input to management for consideration in determining numbers, types, and grades of the employees needed on each shift to accomplish the mission.

2. The Employer will normally provide notice to the union in writing of the staffing needs one work week prior to posting those needs to the workforce. The notice shall be made by sending an e-mail to the union at [usarmy.ria.usame.mbx.afge-2119-jmtc-ria@mail.mil](mailto:usarmy.ria.usame.mbx.afge-2119-jmtc-ria@mail.mil) (Rockbox). The Union shall provide input, questions and concerns, if any, regarding the notice to the Agency by sending an email to CPAC Labor Relations within two (2) workdays of the notice date to the Rockbox.

3. The Employer will normally announce and post in writing the staffing needs for the shifts 5 days prior to canvassing.

4. Each employee within the Cost Center will be jointly canvassed in seniority order as established on the shop roster during the open windows by the Cost Center Supervisor and the designated Union Steward/Senior Steward for the area and shift.

5. During the canvassing process each employee will identify their preference of shift assignment and will be notified of their individual shift assignment based on seniority standing and shift availability for the upcoming period. Employees are expected to have their response ready when jointly canvassed.

6. Following the completion of the canvassing process a shift assignment roster for the upcoming period will be posted.

d. A new employee (new hire) or an employee that requires training to perform their duties will be assigned to the shift determined by the Employer and may not be displaced from the shift earlier than 30 days from their initial assignment. If the shift-staffing period occurs during this 30-day period, the employee will be subject to shift staffing but will remain on the shift assigned by Management until the completion of the 30-day period or the completion of the training requirement.

**Section 12. Shift and Schedule Adjustments.**

a. Employees who are assigned duties outside their normal shift will have their tours of duty adjusted. When the tour of duty cannot be adjusted such employee will be paid overtime for the period of time required to complete the assignment. The provisions for this section do not apply to overtime assignments under Article 9.

b. The Employer may adjust an employee's work schedule for mission requirements, with notification to the union steward, for up to 30 days. If the requirement is expected to exceed 30 days, the Union will be notified and afforded the opportunity to meet and discuss. For the purpose of identifying the employee whose work schedule is adjusted, the employer will ask for volunteers and select them by SCD order. In the case of insufficient volunteers employees will be directed in inverse SCD order.

c. The Employer may direct temporary changes or adjustments to an employee's approved work schedule for circumstances such as TDY assignments (employees must conform to the host activity's work schedule), training, accommodations of meetings and conferences. When this requirement is completed the employee will be returned back to their original work schedule.

d. While not an employee entitlement, the parties agree in an effort to conserve sick leave, an employee may request an adjustment of their RDO when the employee has a medical appointment. All such requests must be made a minimum of one pay period in advance and are subject to supervisory approval on a case by case basis.

e. While not an employee entitlement, all other requests for adjustments of an employee's RDO are subject to approval on a case by case basis by the Director.

f. Overtime assignments prior to the employee's established tour of duty are not considered as a shift adjustment.

g. In accordance with Article 9, Section 3 (a) & (b), overtime canvassing will be done at the beginning of the employee's established work week. When volunteers are solicited / confirmed for daily / weekend overtime the employer will notify the employee of the estimated hours to fulfill the overtime requirement.

h. All "Workday" timeframes that are mentioned throughout the negotiated agreement affecting the employee(s) will use their scheduled tour of duty for time frame calculations.

i. Employees will be required to use the amount of sick or annual leave required to cover the scheduled hours in the employees tour of duty, (e.g., a scheduled ten hour day will require ten hours of leave if the entire day is taken off).

j. For the purposes of military leave, a work day shall be defined as a standard 8 hour day. Therefore, during a pay period in which military leave is utilized, an employee will convert to a 5/8 schedule.

k. Tardiness up to 15 minutes may be compensated for during the rest period(s), at the employees request, or may be charged to annual leave, leave without pay, or absent without leave.

OCT 26 2017

**MEMORANDUM OF AGREEMENT  
BETWEEN  
ROCK ISLAND ARSENAL JOINT MANUFACTURING AND TECHNOLOGY CENTER  
(RIA-JMTC)  
AND  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE) LOCAL 2119  
(JMTC)**

1. This Memorandum of Agreement (MOA) supplements the existing negotiated agreement between RIA-JMTC at Rock Island Arsenal, Illinois and AFGE-2119 (JMTC), herein designated as the "the Parties, " for the implementation of the Defense Performances Management and Appraisal Program (DPMAP).
2. Upon conversion into the DPMAP, the provision of the DoDI 1400.25, Volume 431 will apply. Any terms or conditions in this MOA that contradict or deemed inconsistent with changes to the DoDI 1400.25, Volume 431 or any subsequent DoD guidance regarding DPMAP, will be considered null and void.
3. The Parties further agree to the following terms and conditions, subject to paragraph 2.
  - a. All Federal Wage System (FWS) bargaining unit employees will be placed into DPMAP in phases, in accordance with the schedule provided to the Unions on 18 July 2016. Any exceptions or changes to this schedule will be coordinated with the Union.
  - b. Upon conversion into DPMAP, the provisions of the DoDI 1400.25, Volume 431 will apply for bargaining unit employees and will supersede any contract articles or provisions referencing performance appraisals or the Total Army Performance Evaluation System (TAPES).
  - c. Any contract Articles referencing performance appraisals or TAPES will remain effective for bargaining unit employees on positions that have not converted to DPMAP until the employee's position is converted.
  - d. Communication is a continuous and essential process in the management of performance. It is a shared responsibility between the rating official and the employee.
  - e. The fixed period of performance assessment will adhere to the appraisal cycle defined in the DoDI, Section 3.2. (b) Appraisal Cycle.
  - f. In accordance with Section 430.208(c) of Title 5, CFR, the DoD Performance Management and Appraisal Program does not establish a forced distribution of performance rating levels.

Approved by the Department of Defense on November 20, 2017

- g. An employee's signature is an acknowledgement of receipt and does not infer agreement. When the employee receives their completed annual appraisal, they will have not less than three (3) workdays to review and provide written comments prior to finalizing the appraisal.
- h. In accordance with Section 3.5(d) of the DoDI, Employees may seek reconsideration of issues related to the performance appraisal process through the negotiated grievance procedures.
- i. MyPerformance Tool maintains performance records for 4 years. Employees are reminded to make and retain copies of all performance management documents if they want to retain records longer than 4 years.
- j. During performance discussions, Employees may request performance documents not available in the MyPerformance Tool, related to the current rating cycle.
- k. Performance discussions should be a private, one-on-one discussion, between the rating official and the employee.
- l. If an employee does not have an opportunity to perform work associated with a performance element for 90 calendar days during the appraisal cycle, no performance element rating will be assigned for that performance element. A non-ratable performance element cannot be used as a factor in deriving a rating of record.
- m. Normally, performance discussions will take place face-to-face.
- n. A rating of record may have an impact on various personnel actions including, but not limited to, Within-Grade-Increases, Awards, Merit Promotions, Training, and Reductions-in-Force.
- o. The assessment system will not be used as a disciplinary tool, to foster individual competition, be punitive or adversarial, or apply absolute performance standards unless they are critical to the mission and relevant to the employee's performance.
- p. Employees may request an informal performance discussion with their rater. Normally the meeting will be scheduled within 5 workdays.
- q. Rating officials should request employee input at least 10 work days prior to the end of the appraisal cycle.
- r. Rating officials will make a determination on a case-by-case basis in regards to accepting late input from employees who failed to submit performance appraisal input by the established deadline.

- s. RIA-JMTC is responsible for ensuring that all employees receive the DoD Performance Management & Appraisal Program (DPMAP) training.
  - t. Each employee will have a reasonable amount of duty time to enter their own achievements and successes into MyPerformance along with any other input.
  - u. In order to address any performance deficiencies early, the rating official is highly encouraged to initiate additional performance meetings with the employee whenever a decline in performance is identified.
  - v. Performance Improvement Plan (PIP): A strategy developed for an employee at any point in the appraisal cycle when performance becomes unacceptable in one or more elements. This plan affords an employee the opportunity to demonstrate acceptable performance and is developed with specific guidance provided by the servicing human resources office. If during the meeting the employee requests union representation, the employee will be afforded the right to meet with their Union representative immediately following the meeting.
  - w. If the employee fails to meet the requirements of the PIP, any decision to reduce in grade, reassign, or remove the employee will be made in accordance with applicable laws, rules, regulations, and the negotiated agreement.
  - x. Employees will be notified of any changes to rating cycle durations, elements, or standards for their current rating cycle.
  - y. Performance narratives are highly encouraged for each element rated as a means of recognizing all levels of accomplishments and contributions to mission success.
4. This MOA is subject to reviews and modifications as necessary for compliance with guidance from DoD and higher headquarters regarding DPMAP implementation.

**FOR MANAGEMENT:**

**FOR THE UNION:** 

**Memorandum of Agreement**  
**Between**  
**Rock Island Arsenal Joint Manufacturing and Technology Center (RIA-JMTC)**  
**And**  
**American Federation of Government Employees (AFGE) Local 2119**

In an effort to maintain mission requirements and minimize the necessity to direct employees to overtime requirements, the parties agree to expand overtime opportunities by amending the current Negotiated Agreement as follows:

**Article # 9, Overtime, Section 3, Procedures, b. Saturday/Sunday Overtime, (4) will be replaced by:**

If there are an insufficient number of volunteers within the Cost Center to satisfy the overtime requirement for a weekend the Supervisor will expand the overtime by canvassing other Cost Centers within the Division. The Supervisor will notify the Steward of the area by email of what the requirements are for expansion. If expanding to the entire Division fails to result in enough qualified volunteers, Management will expand consideration to employees in the Directorate who possess the necessary knowledge, skills, and abilities to complete the mission requirements. If this does not produce enough qualified volunteers, management may direct employees in the Cost Center by inverse seniority using the overtime roster.

**Article #9, Overtime, Section 3, Procedures, a. Daily Overtime, (2) (C) will be replaced by:**

In the event the overtime requirement cannot be filled by a volunteer off of the overtime roster, the Supervisor may choose to expand the overtime by canvassing other Cost Centers within the Division or the entire Directorate for volunteers who possess the necessary knowledge, skills, and abilities to complete the mission requirements. The Supervisor will notify the Steward of the area by email of what the requirements are for expansion. Each employee within the Cost Center will be jointly canvassed in seniority order as established on the shop roster by the Cost Center Supervisor and the designated Union Steward/Senior Steward for the area and shift. Management reserves the right to direct employees in the Cost Center by inverse seniority using the overtime roster without expanding. The overtime roster will be annotated to indicate it was a non-voluntary assignment.

**Effect on Overtime Roster**

- a. If the employee(s) accepts the expanded overtime opportunity it will be notated on their cost center overtime roster as follows"
  - 1) When the employee works the expanded overtime requirement, the overtime roster they are assigned to will be annotated with an "E".
  - 2) When the employee commits, but does not work the expanded overtime requirement, the overtime roster they are assigned to will be annotated with an "E".
- b. When the employee does not work the expanded overtime requirement, the overtime roster they are assigned to will be annotated with an "N".

- c. The expanded overtime is not reflected against any employee for overtime opportunities within their assigned cost center. The purpose of notating expanded overtime on the overtime roster is for record keeping purposes to follow seniority order.

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On behalf of the Management Committee

On Behalf of AFGE 2119 (JMTC) ✓

Date Executed: 07/19/2016

MEMORANDUM OF AGREEMENT  
BETWEEN  
ROCK ISLAND ARSENAL – JOINT MANUFACTURING AND TECHNOLOGY CENTER  
AND  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE) 2119

The parties recognize that some of the provisions of the Negotiated Agreement dated 11 October 2013 do not necessarily reflect the operational requirement of the current environment. Therefore, it is in the mutual interest of the parties and their Labor-Management relationship to collectively work to establish an updated process for Shift Staffing.

Therefore, the parties agree to amend the current Negotiated Agreement as follows:

**Article 8, Hours of Work and Basic Work Week, Section 11 and Section 12, will be replaced by:**

**Section 11. Management Initiated Shift Staffing.** The Employer retains the right to determine numbers and classification of positions assigned to an organizational unit or shift.

- a. Staffing of shifts, to include changes in staffing levels, will be accomplished in the following manner:
  - (1) Prior to the Employer announcing staffing needs, the Cost Center employees will provide input to management for consideration in determining numbers, types, and grades of the employees needed on each shift to accomplish the mission.
  - (2) The Employer will normally announce and post in writing the staffing needs for the shifts, 5 days prior to canvassing.
  - (3) Each employee within the Cost Center will be jointly canvassed, in seniority order as established on the shop roster, by the Cost Center Supervisor and the designated Union Steward/Senior Steward for the area and shift.
  - (4) Management will establish a 5-workday window to canvass employees.
  - (5) During the canvassing process each employee will identify their preference of shift assignment and will be notified of their individual shift assignment based on seniority standing and shift availability for the upcoming period. Employees are expected to have their response ready when jointly canvassed.
  - (6) Following the completion of the canvassing process a shift assignment roster for the upcoming period will be posted.
  
- b. A new employee (new hire) or an employee that requires training to perform their duties will be assigned to the shift determined by the Employer and may not be displaced from the shift earlier than 30 days from their initial assignment. If the shift-staffing period occurs during this 30-day period, the employee will be subject to shift staffing but will remain on the shift assigned by Management until the completion of the 30-day period or the completion of the training requirement.

## Section 12. Quarterly Shift Staffing by Seniority

- a. Cost Center employees will be offered shift preference by order of seniority as established on the shop roster four (4) times a year. The effective dates of the staffing will be the first pay period on or after February 1, May 1, August 1, and November 1 each calendar year.
- b. Employees will identify their shift preference during the following windows:
  - 17 and 23 January for the February 1 date
  - 17 and 23 April for the May 1 date
  - 17 and 23 July for the August 1 date
  - 17 and 23 October for the November 1 date
- c. Quarterly shift staffing will be accomplished in the following manner:
  - 1) Prior to the Employer announcing staffing needs, the Cost Center employees will provide input to management for consideration in determining numbers, types, and grades of the employees needed on each shift to accomplish the mission.
  - 2) The Employer will normally announce and post in writing the staffing needs for the shifts 5 days prior to canvassing.
  - 3) Each employee within the Cost Center will be jointly canvassed in seniority order as established on the shop roster during the open windows by the Cost Center Supervisor and the designated Union Steward/Senior Steward for the area and shift.
  - 4) During the canvassing process each employee will identify their preference of shift assignment and will be notified of their individual shift assignment based on seniority standing and shift availability for the upcoming period. Employees are expected to have their response ready when jointly canvassed.
  - 5) following the completion of the canvassing process a shift assignment roster for the upcoming period will be posted.
- c. A new employee (new hire) or an employee that requires training to perform their duties will be assigned to the shift determined by the Employer and may not be displaced from the shift earlier than 30 days from their initial assignment. If the shift-staffing period occurs during this 30-day period, the employee will be subject to shift staffing but will remain on the shift assigned by Management until the completion of the 30-day period or the completion of the training requirement.