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# **Agreement**

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, as recognized in Case No. CH-AC-50033, 28 September 1995, 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.

# **Article 1**

## **Exclusive Recognition and Coverage of Agreement**

The Employer recognizes the Union as the exclusive bargaining representative for all non-supervisory wage grade employees at Rock Island Arsenal. Excluded are:

a. All wage grade non-supervisory employees in the unit consisting of trainee and journeyman Toolmakers, Tool and Die Hardeners, and Die Sinkers;

b. all professional employees; 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.

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

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

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

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

## **ARTICLE 3**

### **Rights of the Employer**

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

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

**Section 2.** Nothing in this 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.

**Section 3.** Nothing in this Agreement shall preclude any agency and any labor organization from negotiating on:

- a. 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.
- b. Procedures which the Employer will observe in exercising any authority under this agreement.
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this agreement by the Employer.

## **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 Employer shall take such action to provide that no interference, restraint, coercion, or discrimination is practiced within the bargaining unit, to encourage or discourage membership in the Union. The Employer further agrees not to attempt to encourage or discourage membership in a 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.** 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. Such meetings will be arranged and held as soon as possible, 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 Rock Island Arsenal regulations, policies, 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 president of the Union and Labor Relations Officer 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.

## **ARTICLE 6**

### **Procedures for Negotiations**

**Section 1.** The procedures of this article will be utilized by the parties in negotiating, as appropriate under the provision of the statute, on changes to rules, regulations, policies, SOPs or practices, which affect the working conditions of unit employees. It is the intent of the parties to use an Interest Based Process to the maximum extent possible.

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

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

a. The Civilian Personnel Advisory Center will notify the Union of any proposed changes that have bargaining unit wide impact. Such notification will be made to the Union president or designated representative.

b. If the proposed change has an impact limited to the area covered by a directorate or division, the notification will be given to the Union president or designated representative.

**Section 4.** Normally, the Employer will provide the Union with advanced written notice of not less than 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 Civilian Personnel Advisory Center will provide the Union with a copy of the proposed document(s). The Union will initial receipt of the proposal and;

a. If the Union requires additional information or an explanation of the proposed document, the Union will make a written request to the 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 received. If after reviewing the requested information or discussions with the proponent, the proposal is unacceptable the Union will submit a written request for negotiations to the Civilian Personnel Advisory Center within five (5) workdays.

b. If the Union does not wish additional information or care to meet with the proponent, and the proposal is not acceptable, the Union will submit a written request to negotiate within the ten (10) workday time frame.

c. 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.

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

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

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

c. To facilitate the negotiating process, all requests for negotiation shall be accompanied by a copy of the specific counterproposal desired by the Union.

**Section 6.**

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

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

**Section 7.** For all midterm negotiations the following procedures will apply:

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

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.

c. 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.

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

**Section 8.** The parties recognize the Union's right to initiate negotiations on changes to rules, regulations, policies, SOPs or practices to the extent that such actions are allowed by the statute. The parties will utilize the procedures of this Article for all such negotiations.

# **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 the Civilian Personnel Advisory Center in writing 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 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 Union is authorized twelve (12) senior stewards. Normally, no more than one (1) senior steward may be designated from a division. Exceptions will be discussed with the Employer.

b. The number of 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 number of stewards shall not exceed 3% of the bargaining unit.

c. The Union agrees that the stewards should be organizationally assigned to one of the teams for which they have representational responsibility and normally, no other steward shall represent that group of employees. Normally, no more than one (1) steward may be designated from a team. Exceptions will be discussed with the Employer.

d. In the absence of a steward from the Rock Island Arsenal, the senior steward shall normally serve as a substitute steward. Exceptions shall be identified to the Civilian Personnel Advisory Center.

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

**Section 3. Committees.** The Employer agrees to consider the Union's nomination of unit members to serve as representatives on any mutually agreed upon committee. Normally, committee membership will be the president, vice president, or chief steward.

**Section 4. Tour of Duty.**

a. The Employer agrees to meet and confer on the need to relocate the work area of the president, vice president, secretary, treasurer, 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 written request for leave to Union representatives assigned to second shift to attend Union meetings.

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

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

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

(1) A block of time, as identified below, 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) For the first year of the agreement, six hundred (600) hours per month.

(b) For the second year of the agreement, five hundred fifty (550) hours per month.

(c) For the third and fourth years of the agreement, the parties agree to meet under the terms and conditions of Article 41, Section 4, of this agreement to determine the allotment of official time.

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

(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 schedule to be followed by the president, vice president, and chief steward. Any changes to the schedule 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. The Employer may 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, chief steward, senior stewards, stewards, and bona fide committee members must obtain permission from the supervisor/team prior to engaging in representational business during duty hours. Such permission shall be granted provided:

(1) The representative shall inform the supervisor/team 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/team may defer approval of duty time for representational business until the representative can be released. It is agreed that such release shall be granted as soon as the work situation permits, in accordance with Article 4, Section 8.

(3) 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.

f. Senior stewards and stewards shall be responsible for scheduling appointments, through the supervisor/team of the employee to be visited, prior to seeking release for representational business.

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

**Section 6. Representational Activities.**

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

- (1) Meetings called by management.
- (2) Discussions with management officials concerning grievances, personnel policies, practices and working conditions.
- (3) Representing employees in 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.** The Employer agrees that non-employee representatives of the Union shall be admitted to the bargaining unit area, upon request to the Employer (Civilian Personnel Advisory Center). The Union agrees to state the purpose of the

visit, date, and expected length of the visit. Such visit shall be governed by appropriate regulations. Non-employee representatives of the union will be required to observe all of the Employer's security and safety rules and regulations.

**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 by phone, orally, or in writing. 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/Training.** Administrative leave may be granted to Union officers and/or representatives, who have been designated in writing in accordance with the provisions of this Article, to attend Union-sponsored training when it is demonstrated by the Union that the training is of mutual concern to the Employer.

**Section 11. Use of Facilities.**

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

b. The Union office may be manned by the president, vice president, and chief steward. The office also may be manned 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 man 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 to man the Union office.

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

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

## **ARTICLE 8**

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

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

**Section 2.**

a. Tour of duty means the hours of a day and the days of the week that constitute an employee's regular scheduled workweek.

b. Basic workweek refers to the days of the week on which work is scheduled.

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

**Section 3.** When possible, a tour of duty shall consist of five (5) eight (8) hour days, Monday through Friday unless a compressed work schedule (CWS) is being utilized.

**Section 4.** 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.

**Section 5.** Tours of duty for employees on a team 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.** For a normal tour of duty, Monday through Friday, the first shift (day shift) will commence on or after 6:00 a.m., but not later than 9:00 a.m. The second shift (afternoon shift) will commence on or after 2:00 p.m., but not later than 5:00 p.m. The third shift (midnight shift) will commence on or after 10:00 p.m., but not later than 1:00 a.m. 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, management agrees to give the Union 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. Employees working the first shift 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. Employees working the second shift 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. Employees working the third shift 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 working all shifts 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 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.** A shop roster of employees shall be maintained within each organizational unit (team). 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. In teams where employees with the same classification are assigned to different job descriptions (job number), more than one seniority list will be maintained.

**Section 11.** The staffing of second and third shifts, shall be in accordance with the following procedures:

a. The Employer retains the right to determine the numbers and classification of positions assigned to an organizational unit or shift.

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

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

(2) The Employer will announce in writing the staffing needs for the shifts.

(3) When possible, employees will 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.

(6) Ties in service computation date shall be broken by a coin toss conducted by the manager of the team in the presence of the affected employees.

c. Employees detailed to a team 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 12.**

a. Employees may exercise bumping rights to other shifts within their own team three (3) times a year. The effective dates of the bumping will be the first pay period on or after February 1, June 1, and October 1, of each calendar year.

b. Bumping may occur only if the employee's written request to bump is received between 17 and 23 January for the February 1 date, between 17 and 23 May for the June 1 date, and between 17 and 23 September for the October 1 date. All dates are inclusive.

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

**Section 13.** Volunteers meeting the required job classification shall remain on their chosen shift as long as there is a requirement for such shift operations; they continue to perform in a satisfactory manner; or unless they are bumped by an employee with more seniority.

**Section 14.** Employees on second and third shifts who are scheduled for training may have their tour of duty adjusted for the day of training.

**Section 15. Compressed Work Schedule.**

a. This agreement shall apply to all elements and employees of the bargaining unit, except those positions exempted due to the mission requirements, as identified by the director and approved by the Commander.

b. Employees may elect, in accordance with the provisions contained herein, a 5-4/9 (CWS), or at their option remain in a standard five eight-hour work schedule.

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

d. Any employee working a 5-4/9 CWS will be required to use the amount of sick or annual leave required to cover the scheduled hours on the duty day. However, in the interest of minimizing sick leave usage, the employee on the 5-4/9 CWS may request to change the scheduled regular day off (RDO) to replace the scheduled workday, provided both days are in the same pay period.

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

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

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

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

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

## **Section 16. CWS Procedures.**

a. Employees electing a CWS must provide a proposed schedule to their immediate supervisor in writing on SIORI FORM 690-8. The proposed schedule must specify the eight nine-hour days the employee wants to work, the one eight-hour day the employee wants to work and the RDO. RDOs will be limited to the two Fridays of the pay period.

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

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

(2) If more employees request the same CWS than can be accommodated, preference will be determined by Service Computation Date.

(3) If an employee's requested CWS cannot be approved, the supervisor will discuss the need for a different schedule with the employee. If unable to arrive at a mutually agreeable CWS it will be assigned by the supervisor.

c. Employees may request changes to their approved work schedules three times a year.

(1) The effective date of the three open windows will be the first full pay period on or after 1 February, 1 June and 1 October of each calendar year.

(2) The employee's request to change their approved work schedule will only be approved if it is received in writing on the SIORI FORM 690-8 between 17 and 23 January for the 1 February date, between 17 and 23 May for the June 1 date, and between 17 and 23 September for the 1 October date.

(3) Once approved, an employee's CWS schedule will remain in effect until the next available window is open.

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

(1) Mission requirements

(2) To conserve sick leave

(3) To accommodate holidays that fall on a RDO Friday. Employee then chooses a RDO in the same pay period with the approval of the supervisor/team.

(4) In the event of a planned 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.

# **ARTICLE 9**

## **Overtime**

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

- a. Overtime will be counted by hours offered and worked in tenths of an hour increments.
- b. In the distribution of overtime, each team/supervisor is responsible for determining the most efficient means of accomplishing the mission while also maintaining a fair distribution of overtime to all employees regardless of classification and shift to the extent possible.
- c. 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.** Overtime shall be distributed fairly and equitably to all employees who are on the same overtime roster. Overtime rosters will be established based upon job classification (i.e., title, series and grade), team and shift. For those teams with employees having the same title and series but multiple grades, rosters will be established in two-grade increments. As an example, on a team 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.

- a. Employees with the highest number of overtime hours worked/or offered will not be offered overtime opportunities until the spread between the employee with the highest and the employee with the lowest is no more than eighteen (18) hours. It is understood that exceptions may occur for short periods of time but all employees on the roster must be within the eighteen-hour spread at the end of each fiscal quarter.
- b. Any employee who remains outside the eighteen-hour spread for two consecutive quarters in which sufficient overtime was available to equalize the roster will be scheduled to work the appropriate number of hours to bring them within the eighteen-hour spread.

**Section 3. Assignment of Overtime.** Individual employees will not be required to work overtime against their expressed desires as long as the full requirements can reasonably be met by other qualified employees willing to work. Employees who refuse overtime assignments will have the overtime counted as hours worked on the roster. If an employee refuses to work all of the overtime hours offered (i.e., 4 of 8) the overtime offer will be withdrawn and the employee will be credited with the total number of hours offered.

- a. The supervisor will attempt to provide as much advance notice as practicable. Employees receiving less than twenty-four (24) hours advance notice may decline the overtime

and the hours will not be counted against them. Employees choosing to work with less than twenty-four (24) hours notice will have the hours counted.

b. If sufficient volunteers are not available to work the overtime, the employee on the roster (classification, team and shift) with the lowest Service Computation Date (SCD) will be directed to work overtime. Employees will not be directed to work overtime again unless all other employees on the overtime roster have either been directed or volunteered to work subsequently. If an employee is directed to work, the overtime roster will be annotated to indicate it was a non-voluntary assignment.

c. Apprentice/helper learners may work overtime only if everyone on the overtime list has been contacted first.

**Section 4. Effect of Leave and Absences.** Employees in an approved leave status or in an official duty status (TDY) away from the work site when the overtime is scheduled will have their overtime treated in the following manner:

a. If sufficient overtime hours have been credited to other employee(s) during the employee's absence that takes their overtime balance outside the eighteen (18) hour spread between the high and low employee on the overtime roster, the employee will be credited with the mean number of hours credited to the other employees on the team during their absence.

b. Employees who work overtime hours as part of their TDY assignment shall have those hours added onto the overtime roster.

c. Employees who must decline an overtime opportunity because of voluntary service in the national guard or reserves will not be counted as having worked the overtime except for absences of 80 continuous hours or more, in which case they will be credited with working 50 percent of the high number of hours worked by a single employee in their job classification, team and shift during the approved absence.

d. Employees who are in an unapproved leave status or serving a disciplinary suspension during a period of time in which overtime is scheduled will have the high number of hours worked by a single employee in their job classification, team and shift counted against their balance.

**Section 5. Expanding Overtime Consideration.** (Team and Shift)

a. Prior to directing individuals on the roster to work overtime against their expressed desires, management will consider the option of expanding the overtime consideration to individuals in the same job classification with the knowledge to perform the work on the other shifts and teams. This may only be done when:

(1) The roster has been exhausted within the job classification, team, and shift and the full requirements have not been met; and

(2) The steward in the area is notified prior to any such offer of overtime.

b. When management determines to expand the overtime, management will look first in the teams within the division in which the required job classification exists starting with the team that has worked the least overtime opportunities. If insufficient volunteers are acquired in the team search, management may then turn to the other division(s) and then other shift(s).

c. No employee will be required to work overtime in a team and shift other than the one to which they are assigned.

d. Employees choosing to work outside their team and/or shift will have the overtime hours counted as overtime on the roster in their assigned team and shift.

**Section 6. Record-keeping Requirements.** Each supervisor/team shall maintain records of all overtime offered and worked by employees assigned to the team(s) in a standard electronic format that is mutually agreed upon by the parties. This record will be posted in an area that is readily accessible for review by the employees or 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 hours 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 7. Effect of Personnel Actions.**

a. Employees promoted, reassigned, detailed or temporarily assigned to a different team will be included on the overtime roster by Service Computation Date immediately. Such employees will have their overtime hours adjusted at the mean (average) of the overtime hours on the new roster. Employees shall be considered for overtime assignments only in the team to which they are detailed or temporarily assigned.

b. New hires will become eligible for overtime and they will be 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/team). Employees entering a team will be credited with the mean (average) of overtime hours on the overtime list on the day they enter the list.

c. Employees returning from a detail to another team will either: (1) have their overtime hours fixed at the mean (average) of the overtime roster, or (2) will maintain their former hours prior to the detail, if less than nine (9) additional hours overtime has been worked by the highest employee since the detail began.

d. Employees moving from shift to shift will be fixed at the mean (average) of the overtime hours on the new shift.

e. Employees on light duty will be considered for overtime to the extent that their restrictions can be accommodated. If the restrictions can not be accommodated, they will be

removed from the overtime list. Upon return to regular duty they shall be entered back on the overtime roster as described in Section 7c of this Article.

**Section 8. 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.

**Section 9. Reporting Requirements.** Employees who have been properly notified to work overtime in accordance with this agreement but fail to report for work at the assigned overtime shift must report as soon as possible but not later than two (2) hours after the beginning of the shift to the supervisor/team stating the reason of their inability to work their assigned overtime shift. If the employee does not call in or does not have a justifiable reason for their absence, they will be treated in the same manner as if they failed to report to work on any scheduled workday and will be subject to progressive discipline for each offense.

**Section 10. Physicals.** When the shift of second or third shift employees cannot be adjusted for mandatory physicals, such employees will be paid overtime for as long as needed to complete the physical.

**Section 11. Tardiness.** Supervisor/team may excuse infrequent tardiness if the reasons are adequate; however, the employee will not be paid for it.

**Section 12. 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. If an employee elects compensatory time, the employee and the supervisor/team 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.

# **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 installation has no authority to deviate. In order to be paid for a holiday, employees must be in a pay status either the last hour of the last regularly scheduled workday preceding the holiday or the first hour of the first regularly scheduled workday after the holiday.

**Section 2.** Any employee having sufficient annual leave to his 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 his 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 maintained on a separate holiday work roster.

b. If work is required on a holiday, the Employer will identify the numbers of employees in the classification, team, 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, team, 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 use the procedures outlined in Article 9, Section 5, 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.

**Section 2. 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 or team in accordance with the provisions of the leave procedure contained in the team charter. Such notification shall be made as soon as possible, but not later than, two (2) hours after the beginning of their work shift. Employees shall call in daily to request sick leave unless other arrangements have been made.

**Section 3. Scheduled Appointments.** Employees desiring to visit physicians, surgeons, dentists, practitioners, opticians for the purposes of securing diagnostic examinations or other treatment shall request such sick leave as far in advance as possible. Requests for the sick leave shall be documented on a SF 71.

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

**Section 5. Sick Leave Control.**

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

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

c. 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 6. 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 a SF 71 or other medical certificate.

**Section 7. 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 8. 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 9. 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 10. Family Friendly Leave.**

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 40 hours of sick leave each year for these purposes. If a full-time employee maintains a balance of at least 80 hours of sick leave, he/she can use an additional 64 hours to total 104 hours. This should 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 4 of this Article.

f. When employees request time off on sick leave for purposes relating to the death of a family member, supervisors/team 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.

**Section 11. Mutual Cooperation to Conserve Sick Leave.**

The parties jointly encourage:

- a. All employees to view the saving of sick leave as an investment in the future.
- b. Use of RDOs in lieu of sick leave.
- c. Cost of leave.

## **ARTICLE 12**

### **Annual Leave**

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

a. 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.

b. 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.

c. 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/teams shall endeavor to afford each employee leave at the time the employee considers convenient and desirable.

**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 requests for annual leave should be submitted on a SF 71, Request for Leave form, to the supervisor or team in accordance with the provisions of the leave procedure contained in the team charter. The authorized official shall indicate in writing (on that form within two (2) workdays after the date the supervisor/team receives the request) whether the request is approved or disapproved and notify the employee.

b. When requests are disapproved, the supervisor/team will discuss with the employee time periods when the requests may be approved. If requested by the employee, the supervisor/team will give the reason for the disapproval in writing.

c. When employees requests for specific periods of time conflict and the supervisor/team 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".

d. When an individual employee's scheduled leave is denied, no other employee in the same job classification, team, and shift will be allowed to schedule leave for the same period until the original requester has been given an opportunity to reapply.

**Section 3. Emergency Requests.** Requests for annual leave for emergency reasons 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.

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

b. The following work or leave status applies:

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

(2) When summoned or assigned by the Employer in an official capacity on behalf of the U.S. Government, an employee shall be on official duty status, as distinguished from a leave status, and entitled to regular pay. 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 proceeding in which a government is not a party, they will be charged annual leave or leave without pay.

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

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

e. If an employee is excused or released by the court for any day or a substantial portion of a day (two hours or more), the employee is expected to return to duty, provided the return would not cause the employee hardship because of the distance from home, duty station, and the court. Employees so excused or released shall contact their supervisor/team for a determination.

Failure to return to duty when directed may result in a charge to annual leave, leave without pay, or absence without leave.

**Section 2. Leave Without Pay.**

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

b. The Employer agrees that the Union's designation of employee members to serve as elected or appointed representatives or delegates to a Union office or any Union activity is justification for requesting a leave of absence. Upon written request to the Employer, by the Union, such employee 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 or to any change in classification through reduction-in-force action or reclassification of the job and in the current pay status of such classification at the time the employee returns to work, provided the employee returns to work no later than at the end of the leave period.

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

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

f. If an employee requests Leave Without Pay in conjunction with a holiday, 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.

**Section 3. 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 4. 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 four (4) times a year.

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

c. Requests for leave to donate blood will be submitted to the supervisor/team on a SF 71. The employee's scheduled donation time will be annotated on the SF 71 prior to presentation to the supervisor/team. The employee will take the SF 71 to the donation site where it will be annotated by the receiving organization that a blood donation was completed. If the blood donation was not completed, the excused leave will be granted only the length of time necessary for the employee to return immediately to work. Upon return to work, the SF 71 for blood donations will be provided to the supervisor/team.

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

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 5. 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/team 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 6. Family and Medical Leave.**

a. Employees are entitled to 12 workweeks of unpaid leave during any 12-month period for: the birth and/or care of a child; the placement of 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. Under certain conditions, Family and Medical Leave may be taken intermittently, or the employee may work under a schedule that is reduced by the number of hours of leave taken as Family and Medical Leave. An employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under the Family and Medical Leave Act, but management may not require that this be done.

## **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 and Department of the Army regulations including Rock Island Arsenal Merit Promotion and Placement Plan.

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

**Section 3. Area of Consideration:**

a. The minimum area of consideration for filling bargaining unit vacancies will be Rock Island Arsenal. 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.

**Section 4.** Rating panel members will be appointed by the Employer, based upon criteria contained in Department of Army and Office of Personnel Management regulations which, among other requirements, specify that members:

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

b. Must have the necessary technical competence.

**Section 5.** Nominations of unit members may be made by the Union for rating panel membership, subject to the following:

a. The Union may submit lists of nominees through the chief of the appropriate directorate, office, or division in which they are employed to the Civilian Personnel Advisory Center on or after the date this agreement becomes effective. Subsequent lists may be submitted when solicited by the Civilian Personnel Advisory Center.

b. Union nominees contained on lists may be selected by the Employer for appropriate evaluation rating training, based upon the Employer's judgment that they are highly qualified, technical subject matter specialists. Their eventual designation as approved raters will be based upon their ability to assimilate the training provided.

**Section 6.** When it is determined that a rating panel is needed under the Merit Promotion and Placement Plan, the Employer shall be responsible for selection of the members of the rating panel. Unit members may be afforded the opportunity to serve on the panel as subject matter experts.

**Section 7.** The Employer agrees to hold job opportunity announcements and amendments thereto open for at least five (5) workdays for filing of applications:

a. All vacancy announcements shall normally open on Monday and close on Friday.

b. Such announcements shall clearly state the minimum qualification requirements, organizational location of the position, 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 Civilian Personnel On-Line (CPOL) web page at <http://www.cpol.army.mil>. Prior to implementation, all bargaining unit employees will be trained in the use of the Internet to gain access to vacancy announcements. Vacancy announcements will be readily accessible for review in the team area.

**Section 8.** All employees shall have the right to submit an application for vacancies in accordance with provisions of the announcement and existing procedures.

**Section 9.** There will be no discrimination in selections, as prescribed in law and regulations, because of race, color, religion, sex, national origin, age, political affiliation, physical handicap, marital status, or membership in a Union.

**Section 10.** 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 11.** 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 12.**

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

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

encouraged to meet 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.

**Section 13.** 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 14.** 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 15.** 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 16. Re-promotion Candidates.**

a. Employees eligible for re-promotion consideration will be referred to the selecting supervisor 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 eligibles who are referred for competitive consideration are priority candidates and non-selection must be justified by the Director.

## **ARTICLE 15**

### **Reorganizations And Reductions-In-Force**

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

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

#### **Section 3.**

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

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

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

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

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

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

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

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

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

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

**Section 6.** 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 7.** 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 8.** Nothing in this Article shall be interpreted to prevent the Union from negotiating with the Employer in accordance with applicable laws, rules, and regulations.

**Section 9. Priority Placement Program:**

a. The Employer agrees to counsel and register eligible employees in the DOD Priority Placement Program immediately upon issuance of RIF letters.

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

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

(2) Employees who have been suspended for one (1) workday six (6) months prior to the date of PPP registration eligibility, will not be allowed to register in the PPP. At the

expiration of the 6-month period, the employee will be permitted to register if still otherwise eligible.

(3) Employees who have been suspended for 2-10 workday's one (1) year prior to the date of PPP eligibility, will not be registered in the PPP. At the expiration of the one (1) year period, the employee will be permitted to register if still otherwise eligible.

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

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

(6) Employees who are eligible to register in the PPP whose performance is less than success level 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. If the immediate supervisor signs a statement that the employee has demonstrated fully satisfactory performance they will be eligible for immediate registration.

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

## **ARTICLE 16**

### **Details and Reassignments**

**Section 1.** 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. Reassignment is the permanent assignment of an employee to a different position. Details and reassignments must be effected in accordance with applicable regulations.

**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.** 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 5.** 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.** Disciplinary action taken will be for just cause and to promote the efficiency of the agency. All disciplinary actions will be timely.

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

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

b. In all cases of proposed reprimand, suspension or discharge taken against employees covered by this agreement, an additional copy of the proposed reprimand, suspension or discharge shall be furnished to the employee so that they may furnish same to their designated representative. The Employer may consider an employee's request to have a union representative present.

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

d. The employee and their designated representative, if they so choose to be represented, shall be permitted to discuss the merits of the proposed action with the Employer.

e. The employee will receive the final letter of decision concerning the proposed disciplinary action within 30 calendar days from the date of the employee's reply to the proposed action. Compelling circumstances may necessitate an extension.

f. No suspension will be effected earlier than five (5) workdays from the employee's receipt of the letter of decision. 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.

g. If the decision is to discipline the employee, the decision will identify any grievance rights of the employee and, if appropriate, any statutory appeals processes available. The letter will also identify where the employee may obtain assistance in filing the grievance or filing any appeal under a statutory process.

**Section 3. Representation.** Employees will designate their representative in writing for access to the material maintained in the Civilian Personnel Office used as the basis of disciplinary action.

**Section 4. Grievances.** Grievances resulting from disciplinary action shall be introduced in the Employee Grievance Procedure at the third step.

**Section 5. Debts.**

a. An employee shall pay each just financial obligation in proper and timely manner. "Just financial obligation" means one acknowledged by the employee or reduced to judgement by a court or one imposed by law, such as Federal, state or local taxes. "In a proper and timely manner" means in a manner which the Employer determines does not, under the circumstances, reflect adversely on the Government as the Employer.

b. In the event of dispute between an employee and an alleged creditor, the Employer will not determine the validity of the disputed debt. Willful failure without sufficient excuse or reason to honor a just financial obligation may constitute grounds for official disciplinary action.

**Section 6.** 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.

**Section 7. 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.

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.

d. 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.

e. 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.

f. 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.

g. 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.

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

## **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.

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

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

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

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

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

**Section 7.** The assignment of duties to employees is not limited by the contents of the job description. The inclusion of "performs other duties as assigned" means that assignments will be related to the employee's position and qualifications. However, there are situations where there might be considered unrelated duties are normally assigned, e.g., skilled mechanics may, in the normal course of their day's work, clean up their immediate work area.

**Section 8.** 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 9.** 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 and RIA LMPC agreements 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 or policy or regulation violated in presenting a grievance, and to identify the remedial action sought.

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

**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. Involve reduction-in-force.
- k. Involve allegations of discrimination which are properly referable as EEO complaints through the agency EEO procedures.
- l. The following matters for which appeal procedures exist:
  - (1) Decisions from higher authority on retirement, life insurance, or health insurance.
  - (2) Involve issues over the decision by higher authority on approval or denial of benefits.
  - (3) Involve issues of prohibited political activity.
  - (4) Involve issues of national security.
  - (5) Involve issues of any examination, certification or appointment.

**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.**

a. **Step 1.** An employee(s) having a complaint will discuss the issue and concern with their immediate supervisor. The parties recognize that these informal discussions provide the best opportunity for problem resolution at the lowest possible level. The employee(s) may be represented by the Union (steward) or may represent themselves.

(1) If the complaint has not been resolved within two (2) work days from the date the employee(s) presented the complaint to the supervisor, the supervisor shall contact the CPAC office and notify them of the need for a mediator's services. The CPAC will then notify the next available mediator on the list of the assignment.

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

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

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

(5) In the event that the parties are unable to resolve the issues and reach agreement the mediator will prepare a post-mediation report. The report will detail the efforts that took place and issues and interest discussed during the mediation conference. The mediator will provide

copies to the manager, employee, union representative and the director immediately following the conference but not later than 1 (one) workday.

(6) If no agreement is reached, the employee may advance the grievance to the next step of the procedure within 3 (three) workdays of the hearing.

**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 three (3) workdays from the date of the mediation conference 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 three (3) 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 chief's decision.

**Section 8. Selection of Mediators.** Volunteers will be solicited to serve as mediators. A joint union-management panel will review the list of volunteers and select employees to be mediators. The Employer and union will maintain a list of trained and certified mediators.

**Section 9. 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.

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

**Section 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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.
- b. Questions which cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the provisions of this procedure shall be referred to arbitration for decision.
- c. All grievances must be processed to Step 1 of this procedure within fifteen (15) workdays after the Union knew, or, with reasonable diligence should have known of the occurrence of the matter out of which the grievance arose.
- d. If the dispute has bargaining unit wide impact it will be introduced in the process at the second step.

### **Section 2.**

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

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

## **ARTICLE 22**

### **Arbitration**

#### **Section 1.**

a. If the Employer and the Union fail to settle any grievance/dispute arising under Articles 21 or 22, such grievance/dispute shall, upon written notice of the Union, be referred to arbitration. 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.

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

**Section 2.** Within one week from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to resolve the issue giving rise to the arbitration request.

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

b. The cost of the mediation panel shall be alternately born by the parties.

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

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

**Section 4.** The arbitrator is requested by the parties to render 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 5.** It is agreed and recognized that arbitration provided herein is binding and appealable only under the provisions of 5 USC Chapter 71 to the Federal Labor Relations

Authority. It is further recognized that arbitration shall be invoked only with the approval of the individual employee or employees concerned.

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

**Section 7.** By mutual agreement, the parties may establish 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.** The Employer shall make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate to that end and perform the respective duties in a safe manner.

**Section 2.** 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 division chief/team manager 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.

#### **Section 3.**

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

b. 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 2 will apply.

#### **Section 4.**

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.

b. Each employee is responsible to be aware of and observe 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.

**Section 5.** 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.

**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. 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 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 of contact(s), the available means of communication or utilizing other acceptable methods to provide assurance of employee's safety.

**Section 11.** The parties agree to abide by the spirit and intent of the Department of Defense smoking policy dated 8 March 1994.

**Section 12.** The Employer agrees to negotiate as appropriate prior to implementing any change in the current smoking policies.

**Section 13.** Smoking is permitted on industrial material handling equipment designed for inside use, used in otherwise permitted smoking areas, and for which safety and fire regulations do not prohibit smoking.

## **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 change is duly transmitted through the Civilian Personnel Advisory Center 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

twenty-six (26) pay periods from the date the dues assignment was effected (received by Employer's Payroll Office) or 1 September, whichever is later. 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.

**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 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 printed form and/or electronic format.

**Section 2.** Verbal requests for information from the Union shall be responded to with verbal replies. All requests for provision of written information shall be in writing 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 agree that meetings shall be held as the need arises, and/or subject to the request of either party, to confer on personnel policies, practices, or other matters affecting the working conditions of unit employees. Such meetings shall be attended by no more than three (3) Union representatives, designated by the Union.

**Section 2.** On a monthly basis, a meeting shall be held in the following mission areas, to discuss items concerning personnel policies, practices, or other matters affecting the working conditions of unit employees. These meetings may be canceled by either party.

a. **Industrial Center:** The meeting will be attended by the director, the Union president, the chief steward and the lead manager from each mission area.

(1) **Logistics Mission:** The meeting will be attended by the managers, the Union chief steward and the senior stewards of the area.

(2) **Manufacturing Mission:** The meeting will be attended by the managers, the Union chief steward and the senior stewards of the area.

(3) **Maintenance, Quality and Engineering Mission:** The meeting will be attended by the managers, the Union chief steward and the senior stewards of the area.

b. **Other Directorates and Offices:** While not required to meet monthly, directors/office chiefs (and/or his designated representative) and the assigned senior steward (or his designated representative) shall meet as the need arises.

**Section 3.** On an as needed basis, no more than four (4) Union representatives, designated by the Union, shall meet with the Rock Island Arsenal Management Negotiating Committee to discuss items concerning personnel policies, practices, or other matters affecting the working conditions of unit employees.

**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 team 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 fifty (50) master copies (8 1/2" x 11") and an electronic copy. 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) five (5) copies 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 Of Work**

**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.** The parties reserve the right to negotiate during the term of this Agreement over any contracting out matter not 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.



reoccurrence of a similar type infraction, the original counseling will be reinstated for an additional 6-month period and may be used to support further disciplinary action.)

- b. Letters of Reprimand                      Expiration of Letter
- 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.**

a. 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.

b. Such searches will be conducted in a reasonable manner, 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 container.

c. 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.

**Section 2.** In the case of closing out the personal effects of employees deceased, the supervisor will contact the Security Office to inventory the employee's property.

#### **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**

To meet new challenges, RIA must be able to provide the best quality products and services on time and at competitive cost. A work environment must be provided to maximize effectiveness, contribution, and professional pride of the employees.

**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:

1. Rock Island Arsenal Strategic Plan.
2. Labor and Management Partnership.
3. Employee Empowerment and Teaming.
4. Employee Health, Fitness and Wellness.
5. Self development and employee retraining for technological change.
6. Productivity, efficiency, and quality initiatives.
7. EEO & disabled employee programs.
8. Community public relations and charities.
9. Prevention and control of alcohol and drug abuse in the work place.
10. Incentive Awards program.
11. Safety programs.
12. Other areas of common interest for establishing and maintaining RIA 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.

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

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

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

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

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

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

b. Rating supervisors will hold progress reviews, in private, at the mid-point of the employees' rating periods, as a minimum. Each mid-point review will be documented on the employees' counseling checklist.

c. Employees will have a three (3) workday period to review their proposed rating and to provide written comments concerning their appraisals prior to finalizing the appraisal.

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

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

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

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

**Section 5. 360-Degree Performance Review.** In recognition of RIA's commitment to performs its mission and provide customer support through a teamed environment, the parties agree that individual input to an employee's performance evaluation is a valuable tool in assessing how well the employee is providing customer and organizational support. All bargaining unit employees will be appraised using TAPES with a 360-degree individual feedback.

## **ARTICLE 37**

### **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 Hearing Impaired Employees**

**Section 1.** The Employer agrees to provide reasonable accommodations for employees with hearing impairments in accordance with applicable laws, rules, and regulations. The parties mutually agree that hearing-impaired employees are entitled to the same representational rights 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 hearing impaired employees.

a. The Union may designate up to two (2) individuals to act as stewards for the hearing impaired.

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

**Section 3.** As an accommodation, the Employer agrees, when possible, to provide interpreter services for the hearing impaired during formal meetings, training, physical exams, official events and functions, and other employee/supervisory type meetings that are outside the normal day to day relationship (i.e., performance appraisal meetings, counseling sessions, grievances, disciplinary actions, etc.)

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

## **ARTICLE 39**

### **Workmans' Compensation**

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

a. Employees will report all injuries received on the job immediately to their supervisor. The supervisor will provide the employee with a Form CA-1 for traumatic injuries or Form CA-2 for occupational diseases and shall release the employee for medical treatment. 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. 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. 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.** The Employer agrees to provide or coordinate training on the Federal Employees' Compensation Act on an annual basis. The Union president and the Civilian Personnel Advisory Center will coordinate the 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. 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.

c. 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.

d. 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 team 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.

# **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 or his designee to determine compliance with applicable laws, rules, and regulations. Where violation of applicable laws, rules, or regulations, are found, the Head of the Agency or his designee will advise the Commander, Rock Island Arsenal, of the specific violation and furnish the appropriate citation of applicable laws, rules, regulations, or decision of the appropriate authority. 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 as soon as possible (within thirty (30) days) 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 within a reasonable amount of 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 predating this agreement are null and void.