

Negotiated

Bargaining

Agreement

Nonappropriated Fund Activities
US Army Armor Center
and Fort Knox

Local 2302
American Federation of
Government Employees

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Preamble

THIS AGREEMENT, made and entered into by and between the US Army Armor Center and Fort Knox Nonappropriated Fund Activities, hereinafter referred to as the "Employer", and the American Federation of Government Employees, AFL-CIO, Local 2302, hereinafter referred to as the "Union", pursuant to provisions set forth in 5 USC, Chapter 71

WHEREAS, the Employer and the Union realize the public interest requires high standards of employee work performance and progressive work practices to improve employee performance and efficiency; and

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the wellbeing of employees, to establish a basic understanding relative to personnel policies, practices, procedures, and other matters affecting condition of employment, and to provide means for amicable discussion and adjustment of matters of mutual interest; and

WHEREAS, the morale and dedication of employees should be improved through maintenance of constructive and cooperative relationship between the Employer and the Union;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
RECOGNITION

SECTION 1. a. The employer recognizes the Union as the exclusive representative for all employees in the bargaining unit.

b . As the exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit.

SECTION 2. The unit to which this Agreement is applicable includes all Department of the Army permanent full time civilian employees of the Nonappropriated Fund Activities, US Army Armor Center and Fort Knox, Fort Knox , Kentucky, except those falling into one or more of the following categories:

- a. All military personnel .
- b. Management officials or supervisors.
- c. Employees engaged in personnel work in other than purely clerical capacity .
- d. Professional and scientific employees. .
- e. Employees of the Army and Air Force Exchange Service.
- f. Employees with other than a permanent full time appointment.

ARTICLE 2
PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this agreement, the Employer and the Union are governed by existing or future laws and government wide regulations and other negotiated agreements.

Section 2. This agreement has the full force and effect of government wide regulations within the exclusive unit.

ARTICLE 3 UNION RIGHTS

SECTION 1. The rights of the Union shall be as exclusively provided by the provisions of 5 USC, Chapter 71, laws, rules, regulations and this agreement.

SECTION 2. The Union shall be given the opportunity to attend formal discussions between management and any bargaining unit employee concerning any grievance or any bargaining unit personnel policy or practice or any other matter affecting general conditions of employment.

SECTION 3. The Union shall be given the opportunity to represent any bargaining unit employee at any examination held by the employer of any employee in connection with any 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 4. a. The employer agrees that, absent compelling reasons to the contrary such as short time constraints or sensitivity of the information, the Union will be provided an opportunity period during the formation of policies, practices or matters affecting conditions of employment that impact on bargaining unit employees, to comment or input into the proposed change.

b. This opportunity period does not constitute a notification of actual proposed changes under 5 USC, Chapter 71 prior to implementation.

SECTION 5. The Union shall have the right to present its views to the employer either orally or in writing in matters concerning grievances or any personnel policies and practices which affect the conditions of employment or on matters of mutual concern.

ARTICLE 4 **EMPLOYEE RIGHTS**

Section 1. In accordance with 5 USC, Chapter 71, each employee of the bargaining unit has the right, without fear of penalty or reprisal, to form, join, and assist labor organizations or to refrain from any such activity, and each employee shall be protected in the exercise of this right.

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

Section 3. No employee in the exclusive unit, regardless of Union membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials under the terms of this agreement.

Section 4. Employees with chronic health problems will be allowed reasonable periods of time at the work place for the purpose of taking medication and/or eating special diets; providing a written statement is provided by a licensed medical practitioner and the employee subjects to examination by the employer's medical practitioner if said chronic health problems prevent the performance of duties at a satisfactory level.

Section 5. Each employee in the bargaining unit has the right to act for the Union in the capacity of a Union representative, when properly appointed by the Union, or to refrain from such activity freely and without fear of penalty, reprisal or threats.

Section 6. In any action not covered by the negotiated grievance procedure, the employee may designate in writing an attorney or any other representative, providing there is not conflict of interest with the parties of this agreement. The Union shall be provided a copy of this designation.

Section 7. No employee shall be subjected to sexual harassment.

Section 8. An employee shall not be subjected to profane, vulgar, or obscene language.

Section 9. No derogatory material of any nature which might reflect adversely upon an employee's character or career will be placed in or on any personnel file without the employee's knowledge.

Section 10. No personnel records of any kind will be maintained on an employee which would be in violation of laws, rules, or regulations.

Section 11. Subject to the employee's own detriment, he shall not be required to sign any document or paper unless performing officially assigned duties.

Section 12. An employee, subject to compelling circumstances to the contrary, shall have the right to place and complete a call to a Union representative at anytime during their workday.

Section 13. All provisions of this agreement and applicable policies and regulations shall be applied fairly and equitably to all bargaining unit employees.

Section 14. The right of employees, individually or collectively, to petition Congress or a member of Congress, or to furnish information to either house of Congress, or a committee or member thereof, may not be interfered with or denied.

Section 15. An employee shall have the option to raise matters with the supervisor or Union, or both at the employee's preference.

Section 16. An employee's exercises of his rights under 5 USC 7102 shall not be a factor, either for or against the employee, in making a determination on any other matter covered by law, rule, or regulation.

ARTICLE 5
UNION REPRESENTATION AND USE OF OFFICIAL TIME

Section 1. a. The employer agrees to recognize duly elected or appointed Union representatives, stewards and chief stewards.

b. The Union agrees to furnish the employer with a current list of all officers, representatives, stewards and chief stewards it desires the employer to recognize. Numbers and types of representatives are at the Union's discretion.

Section 2. a. The officers of the Union and stewards shall be allowed official time to carry out their statutory and negotiated representational activities. A bank of 1,500 hours per year will be available to the Union for this purpose. Additional hours shall be granted, on a case by case basis, if reasonable and necessary. Negotiations, prep time for negotiations and formal discussions are excluded from the bank of hours.

b. The following is a projected allotment of bank of hours for planning purposes:

- (1) NAF Vice President - 10 hours per pay period
- (2) Chief Steward - 4 hours per pay period
- (3) Steward - 3 hours per pay period

If the Union anticipates that a representative will need more than twice the projected allotment of time specified above, Management shall be informed as far in advance as possible of the projected need and duration prior to its use.

c. The Union will be furnished a copy of the official time usage records upon request.

d. Official time cannot be used to conduct internal Union business within the meaning of 5 USC 7131(b), unless allowed by Law, Rule, Regulation or Case Law.

Section 3. Those personnel authorized the use of official time will be permitted to leave their assigned duties to conduct representational activities at their discretion subject to a compelling need for their service at their duty station . The following provisions will be followed in the use and accounting for official time used:

- a. The individual having a need to perform representational duties at a

specific times shall inform his supervisor as far in advance as possible of this need by submitting the form at Appendix A.

b. If there is a compelling need to the contrary, the supervisor will so advise and provide the individual with a specific date and time he can be released, on the form at Appendix A.

Section 4. The following provisions will be followed by Union officers, representatives, chief stewards and stewards when it is necessary to go into work areas other than the location of their assigned duty station.

a. Unless the urgency of the business precludes doing so, the supervisor of the work area to be visited will be notified in advance of the need to visit and of the individual who must be contacted. If there is a compelling need that would make the planned visit detrimental to operations, the supervisor will so advise and establish a specific date and hour that would be mutually acceptable. If there is no compelling need, he will confirm the proposed date and time and ensure the personnel whom the applicable Union representative wishes to visit are available.

b. Should the urgency of business preclude advance notification, the Union representative, upon arrival at site, will immediately advise the supervisor of his presence and purpose. If there is a compelling need that would preclude the Union representative from immediately accomplishing his purpose, management will so advise and, if possible, alter operations to expedite the Union representative in his purpose. If such is not possible, he will advise the Union representative and work with him to establish a mutually acceptable date and time.

Section 5. Section 2 & 3 of this article may be re-opened by either party after one year.

ARTICLE 6
USE OF OFFICIAL FACILITIES AND BULLETIN BOARDS

Section 1. A reasonable amount of space (not less than 25%) will be made available to the Union on all bulletin boards which the employer uses to post information that relates to working conditions. The Union agrees that material posted will not violate any laws, applicable regulations, provisions of this agreement, or the security of the employer, or contain libelous material. The Union will be fully and solely responsible for the material being posted.

Section 2. Administrative space for a Union Office shall be provided in an area mutually acceptable to both parties. The employer agrees to furnish the office with one desk, one locking four drawer, letter-size filing cabinet and two chairs. Any additional furnishings required will be provided by the Union. Access shall be allowed during non-duty hours. (MOU Attached)

Section 3. a. The employer agrees to provide one telephone, in the Union office cited in Section 2 above. Any additional telephones needed within the office will be obtained from the common carrier serving the installation and use thereof will be paid by the Union.

b. Union representatives shall be allowed the use of the official telephone system for making local calls while carrying out official Union-management business. When a representative does not have direct access to a telephone, access will be made available by management when such access does not unduly interfere with mission accomplishment . Should a Union representative have a need for service beyond that available through the official system, the Union may, at its expense, obtain such service from the common carrier and locate it at a point acceptable to the Union.

Section 4. The employer agrees to provide reasonable access to a lunch area and restroom facilities for all employees.

Section 5. The Union may use the post distribution system, the Daily Bulletin and other communication systems upon agreement by the employer, which are not prohibited by law, rule or regulation.

ARTICLE 7
MANAGEMENT'S RIGHTS

Management's rights shall be those granted by law, rule, and government wide regulations as interpreted by current and future governing regulations and case law.

ARTICLE 8
EMPLOYER-UNION MEETINGS

Section 1. A monthly meeting shall be held between representatives of the Union, the employer and/or both parties to discuss matters of mutual interest. The meetings will normally be held in conjunction with lunch between the hours of 1130 and 1330 at a place and date mutually agreed to. During the lunch portion of this meeting, NTE 30 minutes, the Union may conduct internal Union business.

Section 2. Subject matter considered appropriate for discussion at this meeting includes proposed changes to existing policies, practices or matters affecting conditions of employment that impact on bargaining unit employees, as well as matters which are of mutual interest or concern to the parties.

Section 3. The employer does not agree to grant official time during the noon lunch portion of this meeting for the Union to discuss solicitation of membership dues or other internal Union business.

Section 4. Discussion of a matter at this meeting does not constitute notification of actual or proposed changes under 5 USC Chapter 71, prior to implementation.

ARTICLE 9
PUBLICATIONS/PRINTING/DISTRIBUTION

Section 1. The employer shall furnish the Union with one (1) copy of AR .215- 3, Nonappropriated Funds and Related Activities Personnel Policies and Procedures, updates and supplements, as well as a copy of any other regulation which applies to NAF Personnel.

Section 2. The employer shall provide the Union one copy of all NAF vacancy announcements.

Section 3. The employer agrees to post a copy of this Agreement on designated bulletin boards. In addition, sufficient copies shall be printed to provide one copy

for each bargaining unit employee, management official, Union representative, and 25 copies to the Union. Additional copies will be provided as needed.

Section 4. The agreement shall be printed in 8 1/2" x 11" format.

ARTICLE 10 **DUES WITHHOLDING**

Section 1. Any employee in the bargaining unit may authorize an allotment of pay for the payment of Union dues, and has voluntarily submitted a properly completed SF 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organizational Dues), and has a sufficient amount of net pay remaining to cover the amount of the allotment after all other legal and required deductions have been made.

Section 2. The Union will inform its members that the authorization and revocation of such allotments are voluntary on the part of members. The Union will be responsible for procuring the prescribed allotment form (SF 1187), distributing the form to its members, certifying as to the amount of its dues, and informing and educating its members on the program for allotments for payment of dues, and the uses and availability of the required form . The Union will process all authorizations for allotments received from members by completing "Section A" of SF 1187 and forwarding the form to CPO. Authorization for allotment forms may be submitted at any time and will be put into effect at the beginning of the second full pay period following the receipt of the form, and will continue in effect until the allotments are terminated in accordance with the provisions of Section 4, this Article.

Section 3. Union dues will be withheld from each regular payroll. The amount to be withheld will be the amount of the regular bi-weekly dues of the member. When the amount of regular dues is changed by the Union, NAF Central payroll Office will be notified in writing by the Union of the rate of the amended dues. The amended amount will be put into effect at the beginning of the first full pay period following receipt of the notice. Only one such change may be made in any calendar year.

Section 4. Management will terminate an allotment:

- a. When the Union loses the required recognition under any of the

conditions specified in Title 5, USC Chapter 71. The termination will be put into effect at the beginning of the second full pay period following the loss of required recognition.

b. When the employee is separated from the exclusive unit.

c. When notification is received from the Union that an employee has been suspended or expelled from the Union.

d. Any employee may elect to withdraw the authority to withhold dues from his pay on his first anniversary date, one year from the effective date of his allotment, or each year thereafter on his anniversary date, provided that said employee submits a SF 1188 to the applicable civilian pay section no earlier than 30 day~ prior to his anniversary date. Said revocation shall become effective the second full pay period after the anniversary date.

Section 5. Within fifteen (15) working days following completion of each pay period, Management will remit the amount due to the Union in the following manner.

a. Remittance will be made by a single check, payable to AFGE Local 2302.

b. Remittance will be mailed to AFGE Local 2302.

c. A bi-weekly statement will be provided giving the following information:
(1) Identification of payroll office.
(2) Identification of Union.
(3) Pay period covered.
(4) Names of employees for whom deductions were made and the amount of each deduction.
(5) Total amount due Union.

ARTICLE 11 **SOLICITATION**

Section 1. Command authorized savings bond and charitable drives.

Section 2. No employee will be coerced to participate or contribute to any savings bond or charitable drive.

Section 3. Prior to any such solicitation or campaign directed specifically at NAF employees, the Union shall be provided copies of campaign material.

ARTICLE 12 **GRIEVANCE PROCEDURES**

SECTION 1. The purpose of this article is to provide a procedure for time and equitable settlement of grievances. The filing of a grievance by an employee will not be construed as reflecting unfavorably on the employee's good standing, performance, loyalty and desirability to the organization.

SECTION 2. This is the exclusive grievance procedure for resolving grievances as defined in 5 USC 7121 and 7103.

SECTION 3. Administrative Time

a. Administrative time during working hours will be provided to the employee to discuss, investigate, prepare and present grievances. Time allowed will be reasonable as it relates to each individual grievance.

b. Administrative time shall not be used for preparing a grievance, organizing materials, writing or typing.

c. The following procedures shall be followed in making arrangements for the use of administrative time:

(1) The employee will inform the first line supervisor of the need for administrative time to prepare and present grievances under this article.

(2) If there is a compelling need to the contrary, the supervisor will so advise the employee and provide the employee with a specific date and time to be released.

SECTION 4. Grievance Procedures.

In filing a grievance, employees are entitled to self-representation, or to be represented by a Union official. The grievance will proceed in accordance with the provisions of this procedure. A Union representative will be given the opportunity to be present at grievance discussions between employee and employer.

a. Informal Procedure.

The informal procedure is intended to resolve grievances at the lowest organizational level. Employees have the option to with the immediate supervisor without representation. If grievances are not resolved to employee's satisfaction,

following the informal discussion, a formal grievance may be submitted as provided for in this article.

b. Formal Procedure--Step 1.

Grievant may within 15 workdays of becoming aware of a grievance or the latest occurrence of a continuing matter, or within 7 workdays after the answer is received from the informal step, submit the grievance, in writing, to the appropriate NAF activity Chief. The written grievance will state the nature of the grievance, the facts upon which the grievance is based, and the relief sought. The NAF Activity Chief will, within 10 work days, after receipt of the grievance, meet with the employee and/or the Union representative. The NAF Activity Chief will give the grievant a written answer within 10 work days of the meeting.

c. Formal Procedure--Step 2.

If the grievance is not settled at step 1 of the formal grievance decision, submit the grievance in writing, to the appropriate Directorate. The written grievance will state the nature of the grievance, the facts upon which the grievance is based, the reason the written answer in step 1 is rejected, and the relief sought. The Directorate Chief will give a written answer within 10 work days of receipt of the grievance.

d. Formal Procedure-- Step 3

If the grievance is not settled at step 2 of the formal grievance procedure, grievant may, within 15 calendar days, forward the grievance to the Installation Commander for further consideration. The Installation Commander will give a written answer within 15 work days of receipt of the grievance.

SECTION 5. If the grievance is not satisfactorily resolved at step 3, the Union may refer the grievance to arbitration.

SECTION 6. The time limits specified in step 1 through 3 of the grievance-procedures may be extended by mutual consent.

SECTION 7. Union or Management grievances may be initiated at any one of the steps of this agreement, to include the informal grievance procedure. Management and the Union agree that arbitration shall not be used as the first step to hear grievances.

ARTICLE 13 ARBITRATION

SECTION 1. If the Grievance is not satisfactorily resolved by Article 12 procedures, or 90 days have elapsed from the initial grievance discussion with management, either party may refer the Grievance to Arbitration, in writing.

SECTION 2. Within 5 calendar days from the date of the request for arbitration, the party that requested arbitration shall also prepare a joint request to the Federal Mediation and Conciliation Service to provide a list of five qualified arbitrators. The parties shall meet within 10 workdays after receipt of such list to select an arbitrator. Each party shall alternately strike one arbitrator from the list and the remaining person shall be the duly selected arbitrator.

SECTION 3. The Federal Mediation and Conciliation Service is to make a direct designation of an arbitrator to hear the case in the event: (a) either party refused to participate in the selection of an arbitrator; or (b) upon inaction or undue delay on the part of either party.

SECTION 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall prepare a separate submission and the arbitrator shall determine the issue or the issues to be heard.

SECTION 5. The arbitrator's fee, and all other expenses of the hearing, shall be equally shared by the parties.

SECTION 6. The arbitration hearing will be held, if possible, on the employer's premises during the regular day-shift hours of the basic work week. The Union is allowed the same number of advocates to participate in the hearing as designated by management, but the number shall not be less than two.

SECTION 7. In the event either party should declare an issue non-arbitral or untimely, that will be the first issue decided by the arbitrator.

SECTION 8. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30 days after the hearing or joint submission of written records. The arbitrator's decision shall be binding on the parties; however, the agency or the Union may file exceptions to an award under the provisions of 5 USC, Chapter 71.

ARTICLE 14
EMPLOYEE PERSONNEL FILE

Section 1. An employee or his designated representative shall be, upon written request by the employee, given access to inspect or provided a copy of appropriate documents contained in the employee's official personnel folder. The employee's official personnel folder will not be made available to anyone except as provided for by laws or regulations.

Section 2. The Employee Record Card (DA Form 3438) serves as a "mini" record and will be maintained on each employee at the lowest echelon practicable in conformance with the following: The employer should maintain DA form 3438 card to the maximum extent possible so as to preclude access by any persons who have no official need for the information contained on the DA Form 3438 card. The card must be convenient for making frequent entries and for easy review by the Civilian Personnel Office, higher level supervisors and others authorized to make such a review.

Section 3. DA Form 3438 shall be kept currently posted with the sort of information listed below, thus providing at the operating level a single source of information concerning an employee's service history.

- a. Personnel actions DA Form 3434, or other authentic
- b. Annual Performance Ratings (after approval).
- c. Training received.
- d. Home and emergency address.
- e. Any other information concerning the employee's service history, provided the employee is informed in advance, then such information shall be posted on the DA Form 3438.

Section 4. Upon request, an employee and/or his designated representative shall be permitted to review the employee's DA Form 3438. Designation must be made in writing by the employee.

Section 5. Nothing of adverse or derogatory nature shall be entered on an employee's DA Form 3438 card or placed in the personnel file without the employee's knowledge.

Section 6. All official documents pertaining to an employee shall receive prompt disposition.

Section 7. Operating or work folders will be established in accordance with AR 215-3.

Section 8. When the employer uses all available lines on the DA 3438 form a new card will be started and attached to the old card.

ARTICLE 15 **COOPERATIVE IMPROVEMENT**

Section 1. The provisions of this article apply only to regular full time employees who have completed their probationary period.

Section 2. Cooperative Improvement, hereafter referred to as "CI", is a non-punitive approach to deal with specific performance or conduct problems. CI fosters a collaborative approach to management-employee communication in problem solving, places the responsibility for problem correction on the employee and removes the adversity of the traditional punitive discipline.

Section 3. Informal Procedures: As a continuing process, to improve employee performance or conduct, management will provide coaching, feedback, reinforcement and positive recognition.

Section 4. To correct employee's specific performance or conduct deficiencies not resolved through coaching, feedback, or reinforcement, or when the first level of formal improvement is justified, management will apply a progressive non-punitive approach. There are three formal improvement levels under the cooperative program: Reminder, Caution Memorandum and Decision Day.

Section 5. Improvement Levels

a. Level One. REMINDER

(1) Management will meet with the employee to discuss prior coaching, obtain an agreement that the facts are accurate and remind the employee of his/her responsibility for acceptable performance and conduct. Management and the employee will discuss how to resolve the problem. A commitment for improvement will be obtained from the employee. A written memorandum documenting the Reminder and the employee's commitment to improve and a set timeframe for a follow-up meeting will be given to the employee.

(2) The Reminder will remain active for six months. If the employee has corrected the problem, the Reminder will be deleted from the record. If a

subsequent performance or conduct problem arises during the active period of the Reminder, it will become part of the record for further improvement.

b. Level Two. CAUTION MEMORANDUM

(1) When coaching and reminder have failed to correct performance or conduct problems, management will advise the employee that his/her failure to abide by the commitment to improve is unacceptable. The employee will be given assistance in finding new solutions to correct the problem.

(2) If the second improvement level is justified for a first offense, management will meet with the employee, state the problem, review the facts, and explain that the unacceptable performance or conduct is a problem.

(3) In either case management and the employee will come to an agreement on how the employee will carry out those solutions.

(4) The employee will be told that this discussion is the second level of CI, and that he/she will receive a written notice, a Caution Memorandum. The Caution Memorandum will document the solution the employee agreed to and will be signed by the employee as a statement of his/her commitment to improve.

(5) The Caution Memorandum will remain active for nine months. If another problem arises in either conduct or performance, during the active period of the Caution Memorandum, this process will be escalated to the next improvement level.

(6) If the employee maintains a clean record, the Caution Memorandum will be deleted from the record after expiration of the active period and will not be used to support a higher level of CI in the future.

c. Level Three. DECISION DAY

(1) When coaching, Reminder and Caution Memorandum have failed to correct the problem, the employee will be told that there is a serious question about his/her willingness or ability to fulfill his/her responsibilities.

(2) If the third improvement level is justified for a first offense, management will meet with the employee, state the problem, review the facts, and explain to the employee that the unacceptable performance or conduct is a problem.

(3) Management will make it clear that if employment is to continue, the employee must perform responsibly and fulfill the employer's expectations. The employee will be told that if he/she cannot or will not commit to this, employment will be terminated. The choice is the employee's. The employee will be granted administrative leave for the next scheduled work day to make a decision.

(4) The employee will be asked to return on the work day following the administrative leave, to state his/her decision. He/she can resign or remain in the workforce. If the employee decides to remain in the workforce, this decision will remain active for one year. Any unacceptable performance or conduct that warrants CI during that year will be cause for separation.

Section 6. If the employee maintains a clean record, the Decision Day will be deleted from the record after expiration of the active period and will not be used to support separation.

Section 7.

- a. Any aspect of this Article *is* grievable under the Grievance and Arbitration article.
- b. An employee is entitled to be represented by the exclusive representative or one of their own choosing at any part of this article.

ARTICLE 16
HOURS OF WORK

SECTION 1.

a. The administrative workweek shall be 0001 Thursday to 2400 Wednesday in 24 hours daily increments.

b. All work scheduled in advance of the administrative work week becomes part of the regularly scheduled work week and is compensable as such.

c. The employer shall relieve an employee from forced overtime, holiday or tour change if there is another qualified employee available and willing to work.

SECTION 2. Work Unit

a. A work unit is a designated portion of the work force in an activity who at least:

- (1) Regularly perform the same type of work.
- (2) Essentially hold the same grade with essentially the same performance standards and job classification.
- (3) May have the same tour of duty and under one supervisor.

b. As a minimum, work unit shall be used for fair and equal distribution of:

- (1) Overtime
- (2) Holiday work assignments
- (3) Short term changes in the tours of duty

- (4) Shift selection
- (5) Flex time and compressed work schedules
- (6) Leave requests, etc.

SECTION 3. Tours of duty will not be established or changed unless in accordance with laws, Government wide Regulations or this negotiated agreement. In those cases where a regular tour of duty would seriously handicap the performance of a function or would result in substantially increased costs, other tours may be negotiated.

SECTION 4. The employer agrees that, operating requirements permitting, consideration will be given to employee preferences with respect to such factors as shift assignments, days and/or weekends off, and consecutive days worked, in scheduling. Conflicts shall be resolved by seniority within the work unit. (Selecting their choice.)

SECTION 5. No employee will be required to work more than 6 hours in any workday without a meal period. Meal periods will be indicated on the work schedule, will be scheduled for not less than 30 minutes nor more than one hour, and will not be considered as work time. Employees will be excused from their duties during their non-paid meal periods and will not be required to remain in their work area. Upon determination by the employer, employees may be scheduled to have their meal period on the job. In such cases, employees will be authorized a total of 20 minutes during a designated period in which they may have their meal. Such meal periods are considered time worked. On-the-job meal periods will be authorized only when it is not practical or economical to provide a normal meal period.

SECTION 6. The employer agrees that overtime work shall be distributed among all employees within the work unit to the maximum extent permitted by the character of the work. Overtime work will be offered to employees who normally perform the work which is required. The choice for overtime or compensatory time will be at the employee's selection. Overtime or compensatory time will be determined in accordance with applicable laws and regulations with compensation provided as required. The choice for overtime or compensatory time will be determined in accordance with applicable laws and regulations.

SECTION 7. Upon request an employee may be excused from an overtime assignment provided the reasons are valid and another qualified employee is available and willing to work. If an employee requests to be excused from an

overtime assignment when he has the ability to do the work and when it is his turn, he will forfeit his turn to work overtime.

b. If the character of work dictates that an employee cannot perform the overtime work due to lack of experience in that work, and therefore is not assigned the overtime, the employee will not forfeit his turn for overtime. Consideration will be given to train those employees to gain the needed experience.

SECTION 8. The employer agrees that in the event an employee is called back to work, the employee will be paid a minimum of two (2) hours. The employer retains the right to assign the employee other work during the two (2) hour period if the work is completed prior to the two (2) hours.

SECTION 9. Flexible and compressed work schedules shall be negotiated individually and implemented when completed.

SECTION 10. Subject to the provisions/requirements of the Privacy Act and the Freedom of Information Act, the employer will provide the Union, upon request, information concerning overtime or compensatory hours worked.

SECTION 11. In the absence of a compelling reason to the contrary, employees of the unit will be authorized a rest period up to, but not to exceed fifteen (15) minutes duration each four (4) hours of continuous work. Rest periods may not be a continuation of the lunch period, or at the beginning or end of the work shift. An employee may take his break at any time as long as it does not interfere with work performance.

ARTICLE 17
PROMOTION AND DETAILS

SECTION 1. Details and Temporary Promotions

a. Management and the Union agree that management has the right to detail employees to different positions, or to different duties. Details in excess of 30 days will be competitive and documented in writing and become a permanent part of the employee's OPF.

(1) Details to the same or lower grade or pay level shall not result in a change to pay.

(2) Details to a higher grade or pay level in excess of a pay period are considered temporary promotions. Copy of Notification of Personnel Action will serve as the official documentation .

SECTION 2. Permanent Promotions.

Management and the Union agree to the following:

a. Vacancies for regular full time positions above pay band level 01; or grade NA- 01 will be announced for a minimum of 5 workdays.

b. Management agrees to restrict the initial announcement of a regular fulltime position to current NAF employees and those covered by Law.

c. Management agrees to restrict the initial announcement of a regular fulltime position to current NAF employees and those covered by Law.

d. Management agrees that as a minimum, announcements will state the following :

- (1) The duties of the position
- (2) The qualification requirements
- (3) The type of appointment
- (4) The grade/ pay level and minimum salary
- (5) The location of the position

e. Management agrees that applicants may request an application concerning their assigned rating.

ARTICLE 18 SAFETY

Section 1. The employer will provide a safe and healthy work place for all employees in compliance with all applicable federal, state, local and OSHA standards that provide employees with the greatest protection and benefit. The Union agrees to encourage employees to comply with safety practices and regulations.

Section 2. The employer shall provide emergency room and ambulance service for the immediate care of employees in case of on-base accident or illness when considered necessary by competent medical authority.

Section 3. The employer will provide reasonable training or indoctrination to employees when duties involve work with hazards. The training will identify the hazard and the proper work methods to be used. The employer agrees to furnish all special tools, protective clothing, and protective equipment when required. The Union will assist *in* enforcing the use of protective measures and equipment.

Section 4. The employer recognizes its ultimate responsibility to resolve health and safety hazards.

- a. Safety discrepancies will be corrected on a timely basis.
- b. Suspected harmful substances or devices shall be promptly investigated by the employer.

Section 5. No employee shall be required to work alone or beyond the observation of another employee in areas or work situations where it is determined that the degree of hazard justifies the presence of another employee. The Union may refer working areas or working situations to the installation safety manager for consideration under this provision. The employer shall inspect working conditions in question as soon as possible and determine whether the work should continue or be discontinued until the unsafe or unhealthy condition can be eliminated or adequately controlled.

Section 6. When it becomes known that an employee has suffered a lost time work related injury, the employer will notify the Union within 2 working days. Accident

reports, when requested, will be provided to the Union within the purview of the Privacy and Freedom of Information Act.

Section 7. The employer will maintain records of employees who are exposed to identified hazardous materials which exceed National Institute of Occupational Safety and Health or equivalently established threshold value limits. The employer will provide exposed employees physical examinations and testing on a scheduled basis, based on national consensus standards. Further, the employer agrees to maintain procurement records and safety data sheets for a period of 3 years.

Section 8. The employer shall make regular and periodic industrial hygiene studies of environmental conditions which may impair employee health including excessive noise, dirt, vapors and other potentially harmful conditions.

Section 9. The employer will consult with the Union when, in the opinion of either party, new material or processes considered hazardous are used.

Section 10. The employer and the Union will work together on the prevention and correction of all accidents and unsafe working conditions.

Section 11. a. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. Imminent danger is when an employee has a reasonable belief that under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively see corrective action through normal hazard reporting and abatement procedures.

b. In these instances, the employee must immediately report the situation to management. Even though management believes the condition or corrected condition does not pose an imminent danger, it will request a safety inspection as well as contact the Union. A Union representative shall be afforded the opportunity to be present at the time the inspection is made. If after the inspection management determines the condition does not pose an imminent danger, management will issue a statement that the area or assignment is safe. It is also understood that any time management finds there is an imminent danger, management will consider stopping the work assignment until the imminent danger is removed.

Section 12. a. The employer will maintain safe and healthy temperatures in the office buildings.

b. Adequate ventilation shall be provided in offices so as to reduce harmful concentrations of chemicals and chemical irritants.

Section 13. a. Employees regularly working with Visual Display Terminals may request vision screening from the Occupational Health Clinic no more frequently than every 12 months. These examinations shall be conducted on duty time.

b. Records of these exams shall be maintained in accordance with Occupational Health Service.

c. All areas will be adequately and evenly lighted so as to minimize eye strain and hazards due to poor lighting.

ARTICLE 19 **POSITION CLASSIFICATION**

SECTION 1. The purpose of classification is to ensure that positions are assigned to different grades and levels based on the duties assigned to the position. The employees pay reflects their performance within the pay band.

SECTION 2. Employees who believe that their job description or their position guide is inaccurate may meet and discuss this matter with their supervisor for clarification.

SECTION 3. Differences concerning the accuracy of a position description or a position guide may be resolved through the negotiated grievance procedures.

SECTION 4. Complaints regarding the title, series, or level assigned to a pay band position may be processed in accordance with laws , regulations and the negotiated agreement where applicable .

SECTION 5. Crafts and Trades. Any classification action which results in the reduction of an employee's grade or pay is grievable under the provisions of Article 12.

ARTICLE 20 **TRAINING AND DEVELOPMENT**

Section 1. Training and development of employees in the bargaining unit is a matter of mutual interest to both parties. The employer shall develop and maintain programs that will enhance individual development and competence.

Section 2. The employer shall identify those areas where employees require additional training and development to maintain proficiency and enhance skills. When two or more employees of like grade and duties are determined to need training, it will be distributed in a fair and equitable manner.

Section 3. All training shall be funded in accordance with applicable regulations.

Section 4. All training provided by the employer shall be documented in the official personnel folder. It is the employee's responsibility to document, in their official personnel folder, all training received from other than the employer. Employees are encouraged to document all education and/or experience.

ARTICLE 21 **BUSINESS BASED ACTIONS**

SECTION 1. The provisions of this article apply only to regular full-time employees. The exclusive representative will be informed when business based actions that impact on bargaining unit employees are considered.

SECTION 2. For the purpose of this article, a business based action is the result of management's determination that realignment of personnel resources are necessary to conduct operations in an effective manner, to promote the efficiency of the service.

SECTION 3. Business based actions are non-disciplinary, and will not be used to separate, demote, or reduce in pay or hours, for inadequate performance.

SECTION 4. Business based actions include, but are not limited to:

- a. Reduction in pay rate NF (Pay Band) employees only.
- b. Reduction in pay level /grade.
- c. Furlough.
- d. Separation.

SECTION 5. Determination of the specific group of employees within a work unit to be affected will be based on cost effective factors. When there are no significant differences in the above, seniority will be used.

SECTION 6. Upon identification of the affected employees, management will record the basis for the action, the business or operational condition that necessitated the reduction or realignment, the basis used for determining which group of employees are affected and the names and actions taken on each employee.

SECTION 7. Written notice will be provided to affected employees. Notice periods will be as follows:

a. Separation: Employees will receive 30 day advance notice. During the notice period employees will be free to seek other employment, i.e., applications, interviews, etc., with no loss of pay. Employees shall inform their supervisor when they will be absent for this purpose.

b. Reduction in Pay Rate: This action may only be taken on NF (Pay Band) employees after all other actions have been considered. An advance notice of 7 calendar days is required.

c. Reduction in pay level, or grade: A NF (Pay Band) employee and a NA, NL, NS, or CC employee may be reduced *in* grade or pay level only when there is a change to the position. Employees will be given on advance notice of 7 workdays.

d. Furlough: Furlough is a non-duty, non-pay status. During furlough no type of leave may be used. Advance notice will be equal to the length of the furlough, minimum of five work days' notice, up to a maximum of 30 calendar days. For furloughs *in* excess of 30 calendar days, a 30 day advance notice will be given.

SECTION 8. Reemployment Priority List: A reemployment priority list containing the names of employees separated, by business based actions will be retained for 1 year from the effective date of the separation. When a vacancy occurs at the same level/grade duties and appointment category, from which employee was separated, the position will be offered to qualified registrants by seniority. If individuals decline the offer, their names will be removed from the reemployment list.

SECTION 9. Employees who receive a 30 day advance notice of separation have the right to grieve the action at step 1 of the formal grievance procedure, in Article 12.

ARTICLE 22 SICK LEAVE

Section 1. Upon request sick leave shall be granted when the employee:

- a. Receives medical, dental and optical examinations or requested in advance.
- b. Is incapacitated for the performance of duties by sickness or injury.
- c. Is required to give care and attendance to a member of his immediate family who is afflicted with a contagious disease.
- d. Would jeopardize the health of others by his presence at his place of duty because of exposure to a contagious disease.

Section 2. a . Upon request an employee shall be granted three (3) days of sick leave to care for an immediate family member who is terminally ill.

- b. If a death occurs to a member of the immediate family, employees shall be granted up to three (3) days of sick leave.

Section 3. Notification of absence due to illness as outlined above is the responsibility of the employee. The employee shall make every reasonable effort to furnish notification to his supervisor, or other management official who has been designated in writing, as early as possible on the first day of the absence, normally within the first 2 hours of the workday. The employee shall state the approximate duration of the absence. If the illness absence will extend beyond four consecutive workdays, the employee is required to notify management when this becomes apparent.

Section 4. Employees shall be required to furnish a properly completed and signed certificate from a physician or licensed practitioner releasing the employee to normal duty when:

- a. Sick leave exceeds 4 consecutive workdays.
- b. The employer can prove with adequate evidence that an employee has misused sick leave and the employee has received advance written notification that he shall furnish a medical certificate for a period of 6 months.

Section 5. The employer may advance sick leave in cases of serious disability or ailment.

Section 6. The Union shall encourage all employees to conserve sick leave, emphasizing the insurance value thereof.

ARTICLE 23
ALCOHOL AND DRUG ABUSE

The Employer and Union agree to work together *in* good faith toward a common goal of restoring employees, who have become addicted to alcohol or drug-related substances, to good health and to satisfactory job performance. The parties agree to encourage employees with drinking or drug related problems to seek and accept assistance from reliable rehabilitation sources.

ARTICLE 24
EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The employer will insure that the EEO program is administered in accordance with laws, rules, or regulations to include Equal Employment Opportunity Commission and Department of the Army regulations.

Section 2. All personnel actions and employment practices involving employees will be based solely on laws, regulations, policies, and terms of this agreement.

Section 3.

a. The employer will carefully, justly and expeditiously consider and adjudicate complaints of discrimination filed through the agency administrative complaint procedure or the negotiated grievance procedure.

b. Persons who allege discrimination or who participate in the presentation of discrimination complaints will be free from restraint, interference, coercion, discrimination or reprisal.

c. A complainant has the right to be accompanied, represented and advised by a representative of his choice or to refrain from representation during any discussion with an EEO counselor or at any stage of the EEO complaint procedure.

Section 4. The employer agrees to provide EEO counselors in accordance with AR 690-600, who will be available and accessible to all employees, wherever their work station. The Union may nominate individuals for consideration as EEO counselors.

Section 5. The employer may appoint a Federal Women's Program manager who will be available to all employees. The Union shall have a representation on and input in the activities of the Federal Women's Program committee.

Section 6.

- a. The employer may appoint a manager for the Hispanic program.
- b. The Union shall have representation and input in the activities of the Hispanic Employment Program.

Section 7. The Union president or his designee will be a voting member on the installation commander's EEO advisory committee. Management will provide the following information to all members of the committee.

- a. Copies of all EEO plans which apply to employees covered by this agreement .
- b. Information on pre-complaint counseling activities.
- c. Employment statistics when available.
- d. Area of under-representation goals and accomplishment reports.

Section 8. The Union shall be provided copies of all portions of EEO settlements and resolutions pertaining to personnel actions and employment practices involving bargaining unit employees to allow the Union to review for conformance to applicable laws, rules, regulations and this agreement. A copy will be provided the Union within 10 workdays after the EEO settlement or resolution is reached. Reference to individuals shall be sanitized from the copy of the resolution furnished to the Union.

ARTICLE 25

NONAPPROPRIATED FUND (NAF) PAY BAND SYSTEM

SECTION 1. Administration

a. The NAF Pay Band System (NAF) will be administered in accordance with DOD, DA, and negotiated policies and procedures. The pay classifications, AS, PS, and UA have been changed to "NF" under the Pay Band System. The salaries and wages, pay policy and pay administration of NF employees will be in accordance with the provisions of this article.

b. Employees who are currently classified under AS, PS, and pay will not be reduced as a result of this conversion. Bargaining unit employees who have not reached the maximum step will be given a 4 percent increase on their anniversary date in each FY until they have reached their highest step attainable under the old system. Future pay increases will be based on performance and availability of funds. Bargaining unit employees shall not be subject to reductions in pay under this grandfather clause, unless the employee voluntarily accepts a position at a lower pay level or outside the pay band system.

c. The wages, pay policy and administration of Crafts and Trades (CT) and Child Care Provider (CC) employees are not included in pay banding and will be *in* accordance with governing laws and regulations.

SECTION 2. Pay Determination

a. Employees may be paid at any amount within the applicable pay level, to recognize work performance, or upon determination that a serious problem exists in retaining key employees.

b. The pay of pay band employees will be reviewed at least once a year to determine if a pay increase is appropriate. This may be at the time of the performance rating or any other time at the discretion of the supervisor.

c. Employees will receive a minimum 5 percent increase upon movement to a higher pay level. Movement to a higher pay level is considered a promotion and will be accomplished in accordance with Article 17.

d. Overtime for Non-exempt employees will be paid in accordance with law and regulations.

e. Overtime for exempt employees will be paid only if the overtime was specifically authorized by management.

f. Employees shall be allowed to receive compensatory time in accordance with 5 use.

g. Night Shift differential and Sunday Premium Pay:

(1) Employees who were converted from AS, PS, UA Classification to NF (Pay Banding) and who receive night shift differential and Sunday premium pay will continue to receive this benefit.

(2) New employees and employees who voluntarily change jobs will not receive night shift differential and Sunday Premium pay.

h. Holiday pay will be paid to eligible employees in accordance with governing rules and regulations.

SECTION 3. Severance Pay

a. Entitlement: A regular full time employee who has completed at least 12 consecutive months of regular service will receive severance pay when as a result of a business based action:

(1) The employee is separated from employment.

(2) The employee is to be furloughed for a period greater than 60 days and the employee declines the furlough and is separated.

(3) The employee's full time position is changed to flexible.

b. Exclusions: Severance pay will not be paid when the employee:

- (1) Was separated because of misconduct, inefficiency or delinquency.
- (2) Has refused the offer of a NAF position of equal pay, grade and appointment category in the same commuting area, or in another commuting area if the PCS move is funded.
- (3) Is employed in an appropriated fund position.
- (4) Is offered and accepts a NAF position.

ARTICLE 26
SERVICE TO EMPLOYEES

Management agrees:

- a. To provide verification of employment status and pay status, when employees request, for such uses as application for loans, jobs, schools, etc.
- b. To provide verification, written or verbal, for employees, at their request, in connection with private insurance claim.
- c. To complete forms when portions are specified to be completed by the employer in accordance with applicable laws, rules and regulations.

ARTICLE 27
EXCHANGE LUNCH FACILITIES

Employees shall be allowed to use existing MWR and Exchange Concession snack bar and lunch facilities during authorized periods as permitted by existing regulations, policies and directives.

ARTICLE 28
NEPOTISM AND FAVORITISM

Management will investigate allegations made by the Union of improper supervisor-subordinate relationships and take corrective action as appropriate in accordance with AR 600- 50 and AR 215-3, chapter 2 , paragraph 2d and provide the Union the results of the investigation in writing.

ARTICLE 29
DURATION AND TERMINATION

Section 1. This agreement shall take effect 30 days from signature, subject to the provisions of 5 USC 7114(c). This agreement will remain in effect for three years. It will remain in effect for yearly periods thereafter, automatically renewing

itself on the effective anniversary date unless either party gives written notice not more than 60 calendar days prior to the expiration date. Upon receipt of this written notice both parties shall meet within 30 calendar days to begin negotiations.

Section 2. a. After the agreement has been in effect for at least 6 months, it shall be opened for amendment or supplement only by mutual agreement of the parties.

b. In addition, this agreement shall be opened for amendment when the agency is directed by laws, government-wide rules or regulations or sustained compelling need which would invalidate any provision of this agreement. However, in this case only the invalidated provision shall be opened for amendment in accordance with 5 USC 7117.

Section 3. Any supplements or amendments to this agreement that are entered into by the parties shall become a part of and shall terminate at the same time as this agreement unless otherwise expressly agreed to, in writing, by the parties.

ARTICLE 30 **EXCUSED ABSENCES FOR CLIMATIC AND HAZARDOUS ROAD** **CONDITIONS**

Section 1. The employer will determine when climatic or hazardous road conditions merit delayed employee arrival, early employee release or closing of the post. Employees assigned to essential base operations may be required to work in order to support necessary post functions to be determined by the employer. Administrative leave shall be granted if circumstances justify as set forth in USAARMC Regulation 600-11.

Section 2. a. The employer will determine when climatic or hazardous road conditions are such as to warrant announcement of special reporting instructions or excused absences. Decision to authorize excused absence up to 1 work day will be announced through official installation publications, telephone warning system, and/or radio announcements over radio stations WSAC, Fort Knox; WMMG, Brandenburg; WQXE and/or WIEL, Elizabethtown; and Louisville stations WKLO, WHAS, WAVE, and/or WASE.

b. The employer will determine when employees are to be excused early from duty due to climatic or hazardous road condition. Decision to release early will be carried out as follows:

- (1) All work units or elements will be notified by the employer.

(2) This notification constitutes authority to excuse employees without charge to leave in accordance with the staggered time schedule below, provided such release does not conflict with essential mission requirements:

(a) Employees residing 30 miles from Fort Knox or beyond (including Louisville and suburbs) will be released at H-hour. (H-Hour will be the time for the first release. If specified, all employees will be released at H-hour).

(b) Employees residing 20-29 miles from Fort Knox (including Elizabethtown) will be released at H+30 minutes.

(c) Employees residing 10-19 miles from Fort Knox (including Vine Grove) will be released at H+1 hour.

(d) Employees residing less than 10 miles from Fort Knox (including Radcliff, Muldraugh, and on-post) will be released at H+2 1/2 hours.

ARTICLE 31 **WORKERS COMPENSATION PROGRAM**

Section 1. Nonappropriated Fund employees, except for military off-duty employees, are eligible for benefits for disability or death, resulting from on-the-job injury, or occupational disease.

Section 2. Eligible employees are covered under the Nonappropriated Fund Instrumentalities Act, as extended under the provisions of the Longshore and Harbor Worker's Compensation Act, (LHWCA), SUSC 8171-8173 and 33 USC901 et seq.

Section 3. The LHWCA covers eligible employees from the time they report for work until they leave at the end of shift; while traveling away under orders of temporary duty, and while traveling locally at the direction of their employer, unless employees deviate from the scope of employment.

Section 4. Compensation will be provided to eligible employees under a self-insured worker's compensation program through a claims service contractor. The service contractor will effect payment to eligible employees as required by the LHWCA.

Section 5. Use of military medical facilities for job related injuries is limited to initial or emergency treatment only, and is free of charge. This includes the use of the military ambulance service for transportation to the military medical facility. In non-emergency cases and for all other treatment, employees must select their own physician and medical facility.

Section 6. The employer shall assure that all required reports are completed to effect the initiation of compensation for eligible employees, under the provisions of the LHWCA.

Section 7. The first day, or a portion of, that an employee reports a lost time on the job injury, the employee will be carried in an administrative leave status.

ARTICLE 32 **MUTUAL SUPPORT OF EFFICIENT OPERATIONS**

Section 1. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government:

Section 2. The parties will support the principles of:

- a. Conserving energy, materials, manpower and supplies.
- b. Improving working methods and working practices.
- c. Correcting conditions causing grievances and misunderstandings.
- d. Improving public image.
- e. Strengthening employee morale.
- f. Reducing absenteeism, tardiness, carelessness and other practices that hamper efficiency.
- g. Eliminating waste of time and material.
- h. Abstaining from any illegal use of controlled substances while on duty.
- i. The development of the employee.

ARTICLE 33 **REPORT OF SURVEY**

Section 1. Employees shall be allowed a Union representative during any part of a report of survey in which the employee participates.

Section 2. The decision of the approving authority shall be grievable in accordance with this agreement.

Section 3. Copies of all information considered by the approving authority shall be furnished the employee or his representative upon request.

ARTICLE 34
ANNUAL LEAVE

Section 1. Approval of an employee's request for annual leave shall be granted, subject to the needs of the service and provided the employee gives his supervisor advance notice. In the event the request cannot be granted, the supervisor and the employee shall attempt to reschedule the leave at a mutually agreeable time.

Section 2. Emergencies do arise that preclude advance notice or advance approval. When emergency situations occur, the employee shall, in the absence of compelling circumstances, insure that notification is made to his supervisor generally within the first two hours on the first workday of the absence. When an employee must take annual leave for emergency reasons, he will describe the situation and give some estimation of how long the request is for. If the absence will extend beyond the original estimate the employee - shall notify management as soon as it becomes apparent. Upon return SF 71 will be signed by management and employee.

Section 3. Annual leave for vacations of two weeks or more continuous duration, for those employees who will have sufficient leave due and accrued, shall be scheduled using the following procedures.

a. During February of each year, the employer shall post on the bulletin board a schedule for vacations for the next 12 months and give all the employees 10 workdays to select their week or weeks. The employee with the most seniority has first choice and so on, until all employees, who elect, have scheduled their leave.

b. Once an employee has made his selection, he can make changes as long as they do not disturb the choice of another employee, and subject to the needs of the service.

c. The employer's time frame for approving/disapproving leave schedule will be 20 days after schedule is posted to disapprove leave.

d. Two employees of the same work group may voluntarily exchange part or all of the scheduled vacation by request, subject to the needs of the service.

Section 4. If an employee is assigned to another work area, he shall be granted his originally scheduled vacation leave in his old work area unless granting such leave is inconsistent with the needs of the service.

Section 5. Annual leave taken other than scheduled vacations need not be scheduled, and subject to the needs of the service shall be granted when requested, and documented on a SF 71.

Section 6. The employer will maintain a record of instances where the employer requires an employee to take forced annual leave, and such record shall indicate the reason(s) for the action and shall be made available to a Union representative upon request.

Section 7. Approved absence otherwise chargeable to sick leave will be charged to annual leave if the employee so requests. Leave approved and taken as sick leave may not be charged to annual leave.

ARTICLE 35 **SMOKING**

Section 1. The following agreement sets forth the sole procedures "for implementing and administering the Army policy on smoking for Fort Knox bargaining unit employees. The policy is intended to:

- a. Provide nonsmokers with smoke-free working environments.
- b. Offer encouragement and support to individuals who desire to quit smoking .
- c. Minimize the inconvenience to smokers by providing designated smoking areas. The rights of a smoker must be applied in such a way so that they do not infringe on the rights of the nonsmokers to not breathe second-hand smoke. The policy essentially changes the work environment from that of select nonsmoking areas to one that is as smoke-free as possible while allowing for the rights and desires of smokers in specifically designated areas and to protect the health and comfort of nonsmokers.

Section 2. a. Smoking is prohibited in DA- occupied buildings except for designated smoking areas that are necessary to avoid undue inconvenience to persons who desire to smoke. Smoking areas will be designated in each building for persons who desire to smoke, whenever it is determined that the second hand smoke can be sufficiently isolated to protect nonsmokers from its effects. The smoking area size will take into consideration the number of employees being accommodated. In those cases where it is determined that there is no area physically available at the work site to designate as a smoking area, the parties will negotiate appropriate arrangements for suitable smoking area.

b. Smoking will not be permitted in restrooms, elevators, military vehicles, aircraft or offices unless negotiated as smoking areas.

c. Within 45 days of publication of this policy, an appendix to this policy will be completed which will contain the following information:

- (1) Building Number.
- (2) Smoking area.

Section 3. a. Using ventilation or separation of shop space, the employer and the Union shall attempt to reach a reasonable accommodation between the preference of nonsmoking and smoking employees. However, the employer is not required by this agreement to make any major expenditures or structural changes to accommodate the preferences of nonsmoking or smoking employees.

b. Second, if this effort is unsuccessful within 30 days, the Union and management negotiating teams at the installation level will negotiate an acceptable smoking area for that work site.

c. For assistance with resolution of disputes at this level the negotiating teams may obtain a determination of whether adequate ventilation is available. The standard for adequate ventilation is generally 10 cubic feet of fresh air per person per minute. Compliance with this standard, however, does not guarantee that a work area is sufficiently free of smoke. A report will be compiled specifying the conditions under which the tests are conducted, the amount of air flow, fresh air intake and air exhaust.

Section 4. Literature and classes addressing the hazards of smoking will be made available to all interested persons. Smoking cessation support groups will be made available to all interested persons. Duty time will normally be made available for attendance at such function.

Section 5. a. Either party may open negotiations on the designation of smoking areas whenever the number of smokers or nonsmokers in the work group significantly increases or decreases.

b. Smoking areas will be made available during all work shifts and employees will be permitted to use these areas when smoking. Initially, management will attempt to accommodate the present frequency of smoking for current smokers. Smoking will be authorized when it does not interfere with job requirements.

ARTICLE 36
NEW EMPLOYEE ORIENTATION

The Union shall be afforded the opportunity to be present and provide informational brochures, during the inprocessing/orientation of new bargaining unit employees.

ARTICLE 37 **RETIREMENT**

Section 1. A retirement ceremony may be held within the division or department. Participation in the monthly post retirement ceremony is encouraged for retirees. Ceremony attendance is optional and must be requested by the employee.

Section 2. Employees may be allowed to withdraw retirement requests prior to their effective date. Employees shall not be required to give reasons for regular retirement.

Section 3. The employer shall provide names of bargaining unit employees retiring and the effective date to the Union.

Section 4. When an employee's application for disability retirement is denied due to determine that the employee is not disabled for useful employment, management will, upon the employee's request, consider the employee for retention in his former position or for reassignment to a vacant position for which the employee is qualified, and meets any properly documented medical restrictions for the position.

Section 5. An employee whose disability is based upon an injury or illness sustained in the line of duty, may be allowed to work until his appeal rights have been exhausted, when there is work available that the employee is ready, willing and able to perform.

Section 6. The employer shall make retirement counseling sessions available to all potential retirees.

ARTICLE 38 **RIGHT OF ACCESS TO THE EMPLOYER'S PREMISES**

Section 1. All duly appointed and elected representatives and employees of the Union at the local, state, district, and national level shall be allowed entrance onto Fort Knox for the purpose of conducting appropriate labor-management business.

Section 2. A mutually agreeable time shall be established if a labor-management meeting is requested by either party.

ARTICLE 39 **TECHNOLOGICAL CHANGES**

Section 1. The employer shall provide the Union advanced notification of technological changes. Notification will normally be 6 months in advance of the change, unless compelling reasons preclude such advance notice in which case the Union will be provided as much notice as practical.

Section 2. The employer will meet with the Union and negotiate the impact and implementation of technological changes. Negotiations may include but are not limited to the impact of:

- a. Timing of changes.
- b. Health and safety changes.
- c. Training requirements.
- d. Job assignments.

ARTICLE 40 **UNION REPRESENTATION ON COUNCILS, COMMITTEES, AND** **PANELS**

Section 1. Union participation on committees, councils and panels is encouraged to the extent that it does not interfere with management rights under 5 USC 7106.

Section 2. Membership on committees, councils or panels, in existence or to be formed, that make recommendations affecting the conditions of employment of bargaining unit employees is available to the Union. The Union shall be notified of the existence of each.

Section 3. Organizational employee councils, in existence or to be formed, may not make decisions or recommendations affecting bargaining unit employees' conditions of employment without Union agreement.

ARTICLE 41 **OCCUPATIONAL HEALTH SERVICE**

Section 1. The employer will maintain an occupational health service (OHS) on this installation.

Section 2. OHS will provide medical and surgical service to employees.

a. Employee's who sustain an occupational illness or injury, caused by employment, will be provided necessary care and treatment as specified in Section 5, Article 31 of the negotiated agreement.

b. Definite diagnosis and treatment of non-occupational injury or illness is not the responsibility of the OHS except:

(1) In an emergency the employee will be given attention required to prevent loss of life or limb, or relieve suffering until placed under a personal physician's care.

(2) For minor disorders, first aid or palliative treatment may be given to reduce absenteeism and enable the employee to complete his/her current work shift, before consulting a personal physician. Requests for repetitive treatment of non-occupational disorders will be discouraged by the OHS.

Section 3. Employee medical records will be carefully protected and private medical information will be treated in accordance with ethical standards of the medical profession. Medical records maintenance and disposition will be in accordance with governing regulations.

Section 4. When an employee requires immediate attention through services of the OHS, he/she will be immediately sent or transported if conditions warrants, to the OHS.

Section 5. Periodic medical examinations and evaluations will be provided for employees who are exposed to health hazards in the work environment, or who are assigned to positions requiring specific standards of physical fitness.

OFFICIAL TIME USAGE

Grievance / Appeal	Include time investigating and processing grievances under the CBA to include arbitration when applicable. Include time spent on appeals to MSPB, EEO complaints, and any other complaints and appellate processes.
Formal Discussions / Weingarten	Time involved in attending formal discussions and investigative examinations with employees.
Midterm Negotiations Table Time	Actual time spent at the bargaining table for midterm negotiations. Include formal negotiations over a proposed change in activity, policy, informal negotiations and impact and implementation bargaining.
Midterm Negotiations Preparation Time	Time spent in preparing and developing proposals for above midterm bargaining subjects.
ULP Proceedings	Time spent investigating and filing unfair labor Practices charges, serving as a witness at formal hearings.
Training	Union representative training
Contract Negotiations	Negotiations held on reopened provisions of the CBA.
Other (Specify)	All other official representation functions to include Union-Management luncheon, CA briefings, OSHA walk-arounds, Labor-Management committee meetings.

Requests received more than 72 hours in advance shall be approved or disapproved within a reasonable amount of time but no more than 3 working days from date of request.

Requests received between 48-72 hours in advance shall be approved or disapproved within 24 hours of request.

Requests received between 12-48 hours in advance shall be approved or disapproved within 4 working hours.

Requests received less than 12 hours in advance shall be approved or disapproved immediately.

Time shall be reported in 1/10-hour (6 minute) increments (e.g. 1.2 hrs).

IN WITNESS THEREOF, the parties hereto have affixed their signature.

FOR THE EMPLOYER:

NAF Management Negotiations Team

Labor Relations Specialist

Employee Relations Specialist

Chief, Unaccompanied Personnel, Housing Branch, DPW

FOR THE UNION

President, AFGE Local 2302

NAF Vice President, AFGE Local 2302

Executive Vice President, AFGE Local 2302

EXECUTED:

MAJOR GENERAL, US ARMY

COMMANDING

DATE: 18 APRIL 1994

EFFECTIVE DATE: 04 OCTOBER 1994