

Collective Bargaining Agreement  
Between  
Headquarters, 10<sup>th</sup> Mountain Division  
And  
Fort Drum  
And  
National Association of  
Government Employees (NAGE)  
Local R2-61 (NAF)

## INDEX

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble	3
1	Exclusive Recognition and Coverage of the agreement	4
2	Definitions	5
3	Provisions of Laws and Regulations	6
4	Negotiations	7
5	Employer Rights	9
6	Employee Rights	10
7	Union Rights and Obligations	11
8	Union Representation	12
9	Payroll Withholding of Union Dues	14
10	Use of Union Facilities	16
11	Hours of Work	17
12	Overtime	18
13	Holidays	19
14	Adverse Weather and Conditions	20
15	Annual Leave	21
16	Sick Leave	23
17	Excused Absences/Administrative Leave	26
18	Family Leave	27
19	Court Leave	29
20	Leave Without Pay	30

21	Job Descriptions and Classification	31
22	Performance Evaluation	32
23	Details and Temporary Promotions	33
24	Promotions and Placement	34
25	Business Based Actions/Reduction in Force	36
26	Employee Recognition	40
27	Training and Employee Development	41
28	Employee Assistance Program	42
29	Equal Employment Opportunity	43
30	Suggestion Program	44
31	Health and Safety	45
32	Special Tools and Uniforms	47
33	Charitable Activities	49
34	Transportation	50
35	Wage and Wage Surveys	51
36	Health Insurance and Retirement	53
37	Contractual Work	54
38	Disciplinary Actions	55
39	Grievance Procedure	57
40	Arbitration	60
41	Miscellaneous	61
42	Publication and Distribution of Agreement	62
43	Duration and Changes	63

## **PREAMBLE**

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the Department of the Army, Headquarters, 10th Mountain Division (Light Infantry) and Fort Drum (hereinafter referred to as the Employer), and the National Association of Government Employees, Local R2-61(NAF) (hereinafter referred to as the Union).

WHEREAS, Congress has found that 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 the employee performance and the efficient accomplishment of the operations of the government through collective bargaining; and

WHEREAS, the well-being of employees and efficient administration of the government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

Now, therefore, the parties hereto agree as follows:

## **ARTICLE 1**

### **EXCLUSIVE RECOGNITION AND COVERAGE OF THE AGREEMENT**

The Employer recognizes the Union as exclusive representative for all employees in the unit identified below:

**INCLUDED:** All nonappropriated fund employees of the Department of the Army, Fort Drum, New York.

**EXCLUDED:** All management officials, professional employees, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

## **ARTICLE 2**

### **DEFINITIONS**

**Regular Employee.** A regular employee serves in a continuing position on a scheduled basis. Regular employees are further categorized as regular full-time (RFT) if the workweek is 40 hours; or regular part-time (RPT) if the workweek is from 20-39 hours. The minimum workweek for a RPT employee is 20 hours. Continuing positions staffed on a full-time basis should be filled by regular employees.

**Flexible Employee.** A flexible employee (FLEX) serves in an indefinite position on either a scheduled or an as-needed basis. Employees paid on the NA, NL, NS, or CC pay schedules who are regularly scheduled should be identified with the guaranteed number of hours each week on the DA Form 3434. There is no upper limit to the hours a flexible employee may work (subject to overtime limitations and work scheduling requirements).

**Probationary.** An employee who has completed less than twelve months of continuous employment.

**Union.** Local R2-61(NAF), National Association of Government Employees.

**Employer.** Headquarters, 10th Mountain Division (Light Infantry) & Fort Drum.

**Commander.** Garrison Commander.

**Day.** Unless otherwise indicated calendar day.

**OPF.** Official Personnel File maintained by the NAF Civilian Personnel Office.

**NAF.** Nonappropriated Fund.

**Employee.** Bargaining unit member of the unit described in Article 1.

## **ARTICLE 3**

### **PROVISIONS OF LAWS AND REGULATIONS**

Section 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this agreement, officials and Employees are governed by existing and future laws, executive orders and regulations of appropriate authorities; by published agency policies and regulations in existence at the time this agreement is approved and subsequently published agency policies and regulations required by law or by regulations of appropriate authorities.

Section 2. The fact that the Union agrees to published agency policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate to the extent required by law on any agency policy and regulation.

## **ARTICLE 4**

### **NEGOTIATIONS**

Section 1. Matters appropriate for consultation or negotiation between the parties are those pertaining to personnel policies, personnel practices and working conditions which are within the discretion of the Employer and are appropriate for consultation or negotiation under applicable law.

Section 2.

- a. Consultation as used in this agreement is understood to mean a meeting to discuss and/or inform the other party of matters of mutual interest and concern. Consultation does not mean negotiation. The Employer will consider views of the Union on matters of mutual interest and concern.
- b. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Section 3. Procedures for Bargaining.

- a. The Employer agrees to notify the Union president/designee in writing/E-mail prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.
- b. The Union shall have ten calendar days from the date of notification to request bargaining. The request shall be in writing, but proposals do not have to be reduced to writing. This time limit may be extended by mutual agreement in order for the Union to meet with the Employer to discuss the proposed change.
- c. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).
- d. The Employer shall have ten calendar days from the date of receipt of Union initiated proposed changes to conditions of employment to forward written proposals to the Union.
- e. Bargaining will commence within ten days, unless otherwise agreed upon by the parties. The negotiations will be governed by the written ground rules last signed August 2, 1996.

Section 4. It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does

not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

Section 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of USC and the rules and regulations of the Federal Labor Relations Authority.

## **ARTICLE 5**

### **EMPLOYER RIGHTS**

**Section 1.** Subject to Section 2 of this Article, nothing in this Article shall affect the authority of any management official of the Employer -

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and
- b. In accordance with applicable laws -
  - (1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;
  - (3) with respect to filling positions, to make selections for appointments from -
    - (a) among properly ranked and certified candidates for promotion; or
    - (b) any other appropriate source;
  - (4) to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

**Section 2.** Nothing in this Article shall preclude the Employer and the Union from negotiating -

- a. On the numbers, types, and grades, of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which management officials of the Employer observe in exercising any authority under this Article; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by management officials.

## **ARTICLE 6**

### **EMPLOYEE RIGHTS**

Section 1. The Employer and the Union agree that employees in the bargaining unit covered by this agreement shall have the right to form, join, or assist the union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

Section 2. Employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or agency policy.

Section 3. Pursuant to 5 USC 7114(a)(5), employees have the right to be represented by an attorney or by a representative, of their choice, in any grievance or statutory appeal action, except those subject to the negotiated grievance procedure.

Section 4. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in Article 9 of this agreement.

Section 5. When the Employer conducts an investigatory interview, the employee being interviewed is entitled, upon the employee's request, to the presence of a Union representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him or her.

Section 6. An employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his/her immediate supervisor prior to leaving his/her work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussion and/or actions deemed necessary. Employees, Union officials, and supervisors will generally schedule these absences in conjunction with breaks, meal periods, or the beginning/end of tour.

Section 7. The Employer agrees to treat all employees in a fair and equitable manner. The parties believe all employees and supervisors must conduct themselves in a professional manner recognizing the need to accomplish the mission of the Employer, which for most employees is to provide good service to their customers.

Section 8. Corrective actions and counseling sessions will normally be in private. Consistent with this policy counseling sessions will be held in private; however, on-the-spot corrections, comments on work product, and instructions to make immediate corrections are not considered counseling sessions for the purpose of this section.

## **ARTICLE 7**

### **UNION RIGHTS AND OBLIGATIONS**

Section 1. The Union shall be entitled to act for and to negotiate agreements covering all employees in the bargaining unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 3. All new employees shall at time of appointment be informed by the Employer that NAGE Local R2-61 (NAF) is the exclusive representative of employees in the unit. Each new bargaining unit employee shall receive a copy of the agreement from the Employer, together with a list of the officers and representatives of the Union.

## **ARTICLE 8**

### **UNION REPRESENTATION**

Section 1. The Employer agrees to recognize the elected local officers and official representatives designated by the Union, including stewards. The Union will furnish and maintain with the Employer a complete and current list of union representatives, together with the designations of areas of representation.

Section 2. The Union agrees, in carrying out its representational functions, to limit the number of stewards, chief steward, or officers to those required at the meeting. The number will be kept to a minimum consistent with interests of economy and efficiency.

Section 3. Union representatives, if otherwise in a duty status, will be allowed a reasonable amount of official time for representational purposes such as investigating and processing employee complaints and grievances, consultations, and negotiations with the Employer on matters in connection with this agreement. Time used during normal duty hours will be with the knowledge of the appropriate supervisor. Representatives entering employees' work area will notify the supervisor present in the work area prior to conducting Union business. Official time will be recorded as agreed to by the parties.

Section 4. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union office, conducting elections for employee organization officers, and distributing literature will be conducted outside of regular working hours.

Section 5. The Employer will recognize representatives of the NAGE National Office. The Union or the national representative shall provide advance notice to the Chief, NAF Division, Civilian Personnel Office, of visits to be made by representatives of the National Office.

Section 6. Space on official bulletin boards at each NAF activity shall be made available for use by the Union. Space provided will be sufficient to accommodate two 8 1/2" x 14" size documents. Information posted by the Union will not violate any law, regulation or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will maintain its designated bulletin board space in a neat and orderly manner, and will ensure that material is kept current.

Section 7. Representatives of the Union will be authorized reasonable access to telephones of the Employer, as needed in the conduct of authorized representational activities.

Section 8. Excused absence, ordinarily not more than sixteen hours within a calendar year, will be granted to each Union representative to attend Union sponsored training, when at least a five calendar day advance notice has been provided.

## **ARTICLE 9**

### **PAYROLL WITHHOLDING OF UNION DUES**

Section 1. An employee who is a member in good standing of the Union may voluntarily, authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

- a. The employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.
- b. The employee has voluntarily completed a request for such allotment from his/her pay with full knowledge of the limitations on revocation of the authorization.
- c. The employee is included in the unit for which exclusive recognition has been granted.

Section 2.

- a. The Union agrees to provide to its members in good standing the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request allotment. The president or secretary of the Union is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. He will then complete the required request for certification and submit the forms to the NAF CPO Office, who will then send them to the Payroll Office.
- b. Allotments authorized on properly completed and certified forms which are received in the NAF Payroll Office three (3) workdays before the beginning of a complete pay period will be processed for that pay period.

Section 3. The NAF Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Employer in writing of the change. Only one (1) such change will be made in any period of 12 consecutive months.

Section 4. The NAF Payroll office will terminate an allotment:

- a. At the end of the pay period following notification of loss of exclusive recognition by the Union.
- b. At the end of the pay period, or during which, an employee separates from the Employer or moves to a position not included within the unit of recognition.

- c. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.
- d. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one calendar year after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective on the first pay period beginning on or after September 1 provided the revocation is received in the NAF Payroll Office prior to September 1. Revocations shall be received only during the month prior to the revocation period. The Union shall be provided a copy of the revocation form by the Employer.

Section 5. A supply of SF-1188's will be maintained in the NAF Civilian Personnel office. An employee may request one of these forms personally or in writing from the NAF Personnel Office. The form will be released only upon proper request of an employee. These forms will not be stocked except in the NAF Civilian Personnel office.

Section 6. Remitting the amounts withheld. Upon disbursement for each pay period, the NAF Payroll Office will certify for payment the net amount withheld. The check will be made out and sent to: Comptroller, Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169. The check will be accompanied by a list of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld; and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be mailed to Local R2-61 (NAF).

## **ARTICLE 10**

### **UNION USE OF FACILITIES**

Section 1. Adequate facilities will be provided to the Union for the purpose of preparing for grievances, hearings and labor/management matters. This is understood to include for the Union officers and stewards to consult with aggrieved employees or for the Union officers to consult with the stewards as required on individual cases.

Section 2. The Employer agrees to provide office space to the Union for the purposes of assisting it in its duty to represent the members of the bargaining unit. The Union agrees it will share the space made available to it with other NAGE units representing bargaining units recognized on Fort Drum. All maintenance costs for fair wear and tear will be borne by the Employer. The Union is responsible for cleaning the building.

Section 3. The Employer agrees the Union can hand receipt for furniture and equipment, including computer equipment, excess to the needs of the installation for use in the office space provided on the installation.

Section 4. The Employer will allow the Union to utilize the post mail distribution system for reasonable amounts of correspondence between Union officials, bargaining unit members, and management. Internal union business mailings will not be distributed through the post mail distribution system. The Union may use provided computer equipment to obtain an E-mail account to provide for efficient and effective communication between management and the union. The Employer will provide the assistance necessary to initiate such service to the Union as it would to any other installation office.

Section 5. Officers and stewards will be allowed reasonable use of Employer copying machines to copy documents necessary to accomplish their representational duties. Internal Union business materials or internal news letters will not be copied on government copying machines. Union officials, with their supervisors' approval, will be allowed reasonable use of the fax machines in their work area only for the purpose of performing representational activities.

## **ARTICLE 11**

### **HOURS OF WORK**

Section 1. The administrative work week is established as the seven day calendar week beginning 0001 Thursday through 2400 Wednesday. The basic work week for RFT employees will have two consecutive days off. The Employer will take reasonable efforts to schedule other employees for two consecutive days off.

Section 2. Lunch periods will be scheduled for not less than 30 minutes, nor more than one hour. Rest period(s) will not be combined with a lunch period unless mutually agreeable between the employee and management. Employees scheduled to work six hours or more shall have a lunch period. Lunch periods will not normally be considered as time worked. When a normal lunch period is not feasible in a shift, a 20-minute lunch period will be permitted and considered as time worked for which compensation is allowed, provided that in such cases the lunch period will be on the job.

Section 3. Employees working three to six hours will be authorized one 15-minute rest period and employees working more than six hours will be authorized two 15-minute rest periods during the work day. Employees may take their breaks in increments with the approval of their supervisor to be allowed to smoke or for other reasons.

Section 4. Written work schedules shall be provided to employees or posted on bulletin boards at least one week prior to the effective date of the schedule. The schedule shall cover at least one administrative work week.

## **ARTICLE 12**

### **OVERTIME**

Section 1. Overtime is defined as time in a pay status by employees in excess of 40 hours in any one work week or more than eight hours during a work day, except for employees working compressed work schedules (5-4-9, 4-10). Non-exempt employees qualifying for overtime will have their time computed at one and one-half (1 1/2) times their regular rate of pay. An employee may request compensatory time in lieu of overtime in accordance with law, rule, or government-wide regulation.

Section 2. Overtime shall be rotated equitably among employees in each work area (i.e., Billeting, Commons, Winners Circle, Child Care Center, etc.) consistent with employee classification (i.e., custodial workers, laborers, desk clerks, waitresses, etc.). Records of overtime worked shall be maintained and made available to the Union Steward or any other employee in the work area.

Section 3. When overtime work is necessary to meet operational schedules, employees requested to work overtime will be given as much advance notice as possible, normally at least two hours. Management will normally solicit volunteers, but will use inverse seniority/least overtime hours worked when assigning involuntary overtime. When overtime must be performed by personnel already on duty, this is a special circumstance which the Parties recognize may occur.

Section 4. An employee called in to perform overtime shall be paid a minimum of two hours regardless of whether required to work the two hours or not.

Section 5. Employees who are required to work overtime, without prior notice in emergency cases, will be allowed one phone call without cost to the employee.

## **ARTICLE 13**

### **HOLIDAYS**

Section 1. Holiday pay will be paid to regular employees under the following conditions:

- a. A regular employee who is precluded from working due to observance of a holiday is entitled to the basic rate of pay for regularly scheduled non-overtime hours as if the employee had worked.
- b. A regular employee who is required to perform duty on a holiday that falls within the employee's regular schedule will be paid the basic rate plus premium pay at a rate equal to the basic rate of pay regularly scheduled non-overtime hours.
- c. Premium pay for holiday work is in addition to overtime pay, night shift differential, or premium pay for Sunday work and is not included in the rate of pay used to compute overtime pay, night shift differential or Sunday premium pay.

Section 2. Regular employees are entitled to a day in lieu of a holiday when the holiday falls on a non-workday.

## **ARTICLE 14**

### **ADVERSE WEATHER AND CONDITIONS**

Section 1. The closing of an activity for a brief period is within the administrative authority of the Employer. During any period of shutdown or reduced operations the Employer will excuse nonessential employees without charge to leave. Excused flexible employees will be paid for at least two hours or for the actual amount of time they worked if more than two hours.

Section 2. When the Employer decides during non-duty hours to operate on a reduced basis or close the activity due to adverse weather conditions, the Employer will disseminate the information to local radio and TV stations immediately after the decision is made.

## **ARTICLE 15**

### **ANNUAL LEAVE**

Section 1. In accordance with applicable regulations a regular employee is entitled to annual leave with pay which accrues as follows -

- a. Four hours for each 80 hours of work for an employee with less than three years of service;
- b. Six hours for each 80 hours of work except that the accrual for the last 80 hour period in the year is ten hours, for an employee with three but less than fifteen years of service;
- c. Eight hours for each 80 hours of work for an employee with fifteen or more years of service.

Section 2. Annual leave may be taken in 15 minute increments. Annual leave shall be granted to employees for the purpose of rest, relaxation, recreation, or other justifiable reasons consistent with workload requirements. It is agreed that no employee shall be called back from leave or have leave canceled unless a work exigency arises and no other qualified employee is available.

Section 3. The Employer shall grant emergency leave on an individual basis dependent upon the nature and circumstances of each case. Call-in time will be within two hours after the beginning of the work shift. Employees will contact the immediate supervisor or other persons designated to receive such requests. If persons designated are not available, the employee must leave a message with the person accepting the call, and provide reason for the absence and anticipated duration. Such calls meet the requirement of reporting the unscheduled absence.

Section 4. Requests for annual leave for other than vacation periods will be favorably considered when workload permits. When all requests for leave cannot be granted without mission impairment, the supervisor will consider the reasons given and determine who will be granted leave. A determination will be given as soon as possible, but normally not later than two work days after receipt of a request for leave.

Section 5. An annual leave vacation schedule for periods of one or more consecutive weeks may be scheduled on a yearly basis. Employees will be required to submit their request for vacation leave in writing to their supervisor by 31 January and supervisors shall establish a tentative leave schedule by 15 February; providing each employee his/her first choice where workload and mission requirements permit. In the event of a conflict in vacation leave scheduling among employees, the senior employee based on length of Federal service, using service computation dates (as reflected on employee's Leave and Earnings Statement), will be given first choice concerning the scheduling of a single period of leave. Upon an employee's request, the supervisor may change the

schedule providing it will not affect the choice of another employee unless such employee agrees to change.

## **ARTICLE 16**

### **SICK LEAVE**

Section 1. In accordance with applicable regulations a regular employee is entitled to sick leave with pay which accrues on the basis of four hours for each 80 hours of work. Sick leave which is not used by an employee, accumulates for use in succeeding years.

Section 2. Sick leave may be taken in 15-minute increments. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement; medical, dental or optical examination; or when confined because of exposure to a contagious disease.

Section 3. Requests for sick leave will be made in advance of scheduled appointments for medical, dental or optical treatment. Other sick leave absences will be reported by contacting the immediate supervisor or designee within two hours after the start of the tour of duty. When persons designated are not available to be contacted, the employee will leave a message with the person accepting the call, providing the reasons for the absence and anticipated duration. Such calls meet the requirement of reporting unscheduled absences. When absence for incapacitating illness or injury will be for a period of more than three consecutive workdays, it is the employee's responsibility to keep the Employer informed of the date on which the return to duty is expected.

Section 4. Periods of absence on sick leave in excess of three (3) consecutive work days, or for lesser periods when determined by the supervisor, may be required to be supported by a medical certificate from a health care provider. The Employee will be notified of this requirement prior to their return to duty, to include whether self-certification is acceptable. This certificate should be furnished to the Employer within 15 days of returning to duty. Signed statements by Employees explaining the nature of their illnesses may be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician.

Section 5. When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick leave thereafter. In such cases, the employee will be advised in writing that a medical certificate will be required to support a future grant of sick leave, regardless of duration.

Section 6. The Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually to determine whether or not this requirement is still necessary. The employee will be notified of the results of this review.

Section 7. The Employer will advance, to eligible employees, sick leave not to exceed 240 hours in deserving cases of serious disability or ailment. Such leave will be granted under the following conditions:

- a. The employee furnishes written evidence from a physician or practitioner that the employee is expected to return to duty on a permanent basis.
- b. The employee has exhausted all accumulated sick leave and any unscheduled or restored annual leave that the employee might otherwise forfeit during the leave year.
- c. The employee has not established a pattern of sick leave abuse that has been made a matter of record within six months of the employee's request for advanced sick leave.
- d. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advance of sick leave.

**Section 8.** The Employer will make every reasonable effort to provide temporary light duty assignments for temporarily disabled employees to help reduce the loss of accumulated sick leave, provided there is reasonable medical evidence that the employee will return to full duty.

**Section 9.** Sick Leave for Family Care or Bereavement.

Employees may use sick leave to:

- 1) Provides care for a family member—
    - (i) Who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;
    - (ii) With a serious health condition; or
    - (iii) Who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease;
  - (2) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
  - (3) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
  - (4) Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- (b) The amount of sick leave granted to an employee during any leave year for the purposes described in paragraphs (1)(i), (1)(iii), and (2) of this section may not exceed a total of 104 hours (or, for a part-time employee or an employee with an uncommon tour of duty, the number of hours of sick leave he or she normally accrues during a leave year). 5 CFR 630.401

**Section 10.** Family member means an individual with any of the following relationships to the employee:

- (1) Spouse, and parents thereof;
- (2) Sons and daughters, and spouses thereof;
- (3) Parents, and spouses thereof;

- (4) Brothers and sisters, and spouses thereof;
- (5) Grandparents and grandchildren, and spouses thereof;
- (6) Domestic partner and parents thereof, including domestic partners of any individual in paragraphs (2) through (5) of this definition; and
- (7) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

## **ARTICLE 17**

### **EXCUSED ABSENCES/ADMINISTRATIVE LEAVE**

Section 1. Unit employees, at the discretion of the Employer, will be excused from duty to donate blood. If a unit employee is accepted as a donor and in fact donates blood, he/she normally will be excused from work for a period of four hours, such time to count from the time he/she left his/her place of work. In special cases, when the Employer determines that an employee can be spared to donate blood but cannot be spared from work for a period of four hours, the employee must be so informed in sufficient time for the employee to decide whether or not he/she wishes to make the donation under those circumstances.

Section 2. Employee may be granted excused absences for other purposes in accordance with regulations.

Section 3. Supervisors may grant excused absences for up to 59 minutes.

Section 4. Tardiness. Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to appropriate supervision. Infrequent tardiness should be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave as appropriate.

## **ARTICLE 18**

### **FAMILY LEAVE**

Section 1. In accordance with the Family and Medical Leave Act (FMLA) of 1993, up to 12 weeks of leave without pay (LWOP) must be granted to employees who have been employed for at least 12 months, provided one of the following criteria is met during any 12 month period:

- a. for the birth of the employee's child or to care for the child after birth occurs; or for the placement, adoption or foster care of a child;
- b. to care for the employee's spouse, son, daughter, or parent who has a serious health condition;
- c. for a serious health condition that makes the employee unable to perform his/her job.

Section 2. An employee may elect to substitute accrued annual leave for sick leave or LWOP.

Section 3. Employees must ask for leave as soon as possible when any of the above situations occur.

Section 4. The Employer may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work.

Section 5. Job benefits and protection include the following:

- a. For the duration of FMLA leave, the Employer shall continue paying the Employer's share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay his/her share upon return to pay and duty status.
- b. Upon return from FMLA leave, employee(s) shall be restored to their original positions, or equivalent positions with the same pay, benefits, and other employment terms.
- c. The use of FMLA leave shall not result in the loss of any employment benefits which accrued prior to the start of an employee's leave.

Section 6. The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine, and the employee provides a copy of the determination to the Employer, that an employee's exposure to a communicable disease would jeopardize the health of other employees, the Employer shall authorize the use of available sick leave to the

employee for the entire period of time during which the danger to the health of other employees exists. If an employee's sick leave balance is not sufficient, the employee may request annual leave or leave without pay or if eligible request participation in the voluntary leave transfer program.

Section 7. In order for an employee to participate in the voluntary leave transfer program to care for a family member, he/she must use all available accrued leave including sick leave before applying to participate in such programs.

Section 8.

a. Bone-marrow and Organ Donation: A RFT employee may, in any calendar year, use:

- (1) Up to 56 hours of paid administrative leave under this section to serve as a bone-marrow donor; and
- (2) Up to 240 hours of paid administrative leave to serve as an organ donor.

An RPT or regularly scheduled FLX employee may use a pro-rated amount of administrative leave for these purposes, directly proportional to the number of hours in his/her administrative workweek.

b. Employees will be permitted to use sick leave for purposes related to the adoption of a child. Employees shall be required to request, to the extent possible, advance approval to use sick leave for adoption-related purposes. When required by the exigencies of the situations, the Employer may advance up to 30 days of sick leave for adoption-related purposes.

## **ARTICLE 19**

### **COURT LEAVE**

Section 1. Court leave will be granted, pursuant to applicable law and regulations, to an employee who is summoned to act as a witness before a court on behalf of the United States Government or to perform jury duty in any court of law. When an employee is called as such a witness or juror, he/she will immediately notify his/her supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates and times he/she served as such a witness or juror.

Section 2. If an employee is excused from such service with sufficient time to enable that employee to return to duty for at least 2 hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer. It is an employee's responsibility to request and receive approval prior to going on leave.

Section 3. If an employee receives regular pay from the government for a period of court leave, the employee will reimburse the government the amount paid by the court, except that employees may retain reimbursement for out-of-pocket expenses (e.g., mileage, tolls, and parking).

## **ARTICLE 20**

### **LEAVE WITHOUT PAY**

Section 1. Leave without pay (LWOP) will be granted in accordance with applicable law and regulations.

Section 2. Employees who are granted LWOP are still responsible for paying their share of health and life insurance costs. It is incumbent upon employees to make arrangements to pay their share. If an employee on extended LWOP falls in arrears more than two pay periods then their insurance coverage will be terminated.

## **ARTICLE 21**

### **JOB DESCRIPTIONS AND CLASSIFICATION**

Section 1. Job descriptions for each category of employees in the unit will be prepared and grade determination made in accordance with applicable rules and regulations. Standardized Job Descriptions will be used whenever possible.

Section 2. The Employer agrees to furnish each employee an up-to-date copy of his job description upon assignment to the position and after any changes to the job description.

Section 3. When an employee is assigned a major duty that is not covered in the current job description and is expected to be a continuing requirement, the supervisor will initiate revision of the job description in coordination with the NAF Civilian Personnel Office. "Performs other duties assigned" which appears in job descriptions will not be construed as meaning that a significant amount of work on a regular and recurring basis at any grade level will be assigned to an Employee unless the supervisor advises the NAF CPAC and requests revision of the position description and appropriate classification action.

Section 4. Each employee will be afforded the opportunity to discuss with the Employer his/her position description to determine if the description is accurate. During these discussions, the employee may be accompanied by a Union Representative if requested. Grievance regarding unresolved matters in this context will begin at Step 1 of the negotiated procedures.

Section 5. Procedure for Classification Appeals:

a. Pay Band Positions. When an employee believes that the grade or classification of his/her position is incorrect, he/she will discuss the matter with the supervisor. The supervisor may request assistance from NAF CPO. If there is no resolution at the supervisor level, the appeal will be submitted in writing to the NAF CPO. If it is not resolved at Fort Drum, an opinion will be requested from higher headquarters. The Employer agrees to be bound by the opinion.

b. FWS Positions. If the employee does not receive sufficient explanation or unsatisfactory resolution with the supervisor and NAF CPO, the employee may submit a written appeal in accordance with applicable regulations.

## **ARTICLE 22**

### **PERFORMANCE EVALUATION**

Section 1. All regular employees and all Flexible employees who work for more than 120 days each year will receive an annual performance appraisal. All employees will receive performance standards. After the initial probationary performance appraisal, employees will be placed on a cycle for their rating period to end on the last day of their birth month. Performance appraisals are then due to be received by each employee and the NAF Civilian Personnel Office 45 days after the last day of their birth month.

Section 2. Each employee's performance will be evaluated fairly and objectively and accomplished in accordance with this Agreement on the Employer's published policies. The parties acknowledge there are five summary performance categories (from highest to lowest): (1) Outstanding, (2) Excellent, (3) Satisfactory, (4) Minimally Satisfactory, and (5) Unsatisfactory.

Section 3. Each employee will be provided a copy of his/her appraisal prior to it being made a part of his/her OPF at which time it will be discussed with the employee.

Section 4. The employee has a right to grieve his/her performance evaluation. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards.

Section 5. The Employer will counsel employees in relation to their overall performance on an as-needed basis and when the employee's performance drops below a satisfactory level.

Section 6. Performance actions (i.e. separation and/or down grade for unsatisfactory performance) shall be processed in the same manner as disciplinary actions (see Article 38). A grievance resulting from a performance action will be filed at Step 3 of the Negotiated Grievance Procedure.'

Section 7. Prior to initiating a performance action the employee will be advised in writing of the performance deficiencies and provided a reasonable time of not less than thirty days to improve performance. The amount of time allowed will vary based upon the duties performed and the effect of the nonperformance on the customers serviced.

## **ARTICLE 23**

### **DETAILS AND TEMPORARY PROMOTIONS**

Section 1. A detail is a temporary assignment of an employee to a position (different series or grade) other than his/her permanent position. A detail may be at an equal, higher, or lower grade level than the employee's personal grade, for a specific period of time. An employee need not qualify for the position to which detailed. Upon completion of the detail, the employee returns to his/her permanent position.

Section 2. Details will be made for brief periods to meet the particular needs of the situation requiring the temporary service of an employee.

Section 3. All employees will be fairly considered for details to a higher grade position or a position with known promotion potential.

Section 4. Selections of employees for detail assignments will be made on a fair and impartial basis. The selecting official shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to ensure that details are properly recorded and timely terminated.

Section 5. Noncompetitive details will normally be made from among employees within the directorate concerned. This does not limit the Employer's right to go outside the directorate as necessary.

Section 6. Details over 30 days will be documented in the employee's OPF with a DA Form 4017 (or other appropriate form). When applying for a promotion, an employee may present information relative to detail assignments if he believes such information has a bearing on his qualifications.

Section 7. Employees detailed to a higher graded position will be temporarily promoted not later than 14 days after the beginning of the detail.

## **ARTICLE 24**

### **PROMOTIONS AND PLACEMENT**

Section 1. All employees and applicants for employment shall receive fair and equitable treatment for advancement opportunities without regard to race, age, sex, color, religion, national origin, lawful political affiliation, physical handicap, or membership or nonmembership in the Union.

Section 2. Regular positions except laterals, transfers, reinstatements, voluntary down grades, and placement resulting from a BBA/RIF, will have an announcement prepared and posted on official bulletin boards to alert candidates that a vacancy exists. The posting period will be for a minimum of seven (7) consecutive days. The Employer agrees to furnish the Union one (1) copy of each vacancy announcement at the time of posting.

Section 3. The vacancy announcement will contain the following:

- a. Title, Grade, Wage Range, and Location
- b. Employment Category (range of hours)
- c. Major Duties
- d. Minimum qualification requirements
- e. Application instructions
- f. Equal Employment Opportunity statement

Section 4. NAF CPO will notify unsuccessful employee applicants in writing at the completion of the selection process, except applicants who apply under Open Continuous vacancy announcements will not be notified in writing due to the volume of applicants. Failure to be selected when proper promotion procedures are used is not a basis for a formal complaint or grievance. However, at the employee's request, NAF CPO or his/her supervisor will review the application and discuss steps to improve the employee's promotion potential for future opportunities.

Section 5. Grievances concerning an employee's eligibility and/or qualifications may be initiated at Step 3 of the Negotiated Grievance Procedure within 15 calendar days of receipt of notification.

Section 6. NAF child care workers will be provided training by the Employer commensurate with their Individual Education Plan. Appropriated Fund employees and employees performing the same duties will be provided equal opportunities for training.

All competitive, local recruitment actions for appropriated fund child care positions will include NAF employees in the area of consideration.

Section 7. The Employer shall provide child care center employees appropriate training to reach the full performance level of the position. Current CC employees may be converted to appropriated fund employees to maintain the appropriate NAF-AF percentage mix intended by the Department of the Army. The Employer will determine which employees to convert by performance rating and NAF service computation date. Performance will be factored in by averaging the performance appraisals earned while employed at Fort Drum. The appraisals that will be used will be the last three earned in the previous four years. For employees who have not worked at Fort Drum long enough to receive three ratings, only those ratings earned at Fort Drum will be considered. Missing performance appraisals will be presumed to be satisfactory. Outstanding ratings will be worth 20 years, Excellent ratings will be worth 16 years, and Satisfactory ratings will be worth 12 years. The appraisals will be averaged with the result being subtracted from each employee's service computation date to obtain an adjusted service computation date. Employees will be converted in order of their adjusted service computation date, earliest date first.

## ARTICLE 25

### **BUSINESS BASED ACTIONS/REDUCTION IN FORCE (BBA/RIF)**

Section 1. BBA's/RIF's as used herein is defined as the Employer's action to reduce the number of occupied positions within the bargaining unit requiring the use of BBA/RIF procedures as set forth in this Article. The parties have fully negotiated the impact and implementation of any and all future BBA/RIF actions which may occur during the life of this Agreement. This Article contains all of the specific arrangements agreed to by the parties.

Section 2. The Employer will notify the Union when it is determined that a BBA/RIF is necessary. Prior to the issuance of official notices to the employees involved in a BBA/RIF action, the Employer will notify the Union of the anticipated spaces abolished, the approximate date when personnel actions will be initially effected and reasons for the BBA/RIF. The Employer agrees to consult with the Union on the BBA/RIF and shall fully consider any suggestions made by the Union. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Employer to the employees affected.

Section 3. For the purposes of this Article the "BBA/RIF Element" is defined as all activities of the Employer which are represented by the Union. Employees affected by the BBA will be placed on a retention list according to job series, grade and adjusted Service Computation Date (ASCD).

- a. The last three performance appraisals received in the last four years will be considered. Missing performance appraisals will be presumed to be satisfactory. If not employed long enough to receive three appraisals, only those appraisals received (or should have received) will be considered. Outstanding ratings will be worth 20 years, Excellent ratings will be worth 16 years, and Satisfactory ratings will be worth 12 years. The appraisals will be averaged with the result being subtracted from the employee's service computation date to obtain ASCD.
- b. Employees will be affected by BBA's/RIF's in order of their ASCD, most recent ASCD first.
- c. When a tie exists after the computation of ASCD, the tie will be broken by a coin toss.

Section 4. In order to reduce the adverse impact upon bargaining unit employees, the Employer agrees to implement the following actions:

- a. Initiate a hiring freeze on new employees, where appropriate.
- b. Curtail conversion of flexible employees to regular employees.

- c. Separate probationary employees who are in positions which may be filled by employees affected by the BBA/RIF.
- d. Honor requests for retirement from those employees who are eligible.
- e. From the date of notification until the effective date of the BBA/RIF, the Employer agrees to make every effort to place affected bargaining unit employees in vacant positions or take other action which would minimize the adverse impact of the BBA/RIF. Employees may only be placed in vacant positions for which they are qualified.

Section 5. Affected employees will be furnished the necessary official time, along with their Union representative, to review their OPF's. In the event an employee does challenge his standing on the retention list and prevails, the retention list will be revised accordingly. In the event that the employee relies on any information which is not contained in his/her OPF, the burden of producing supporting documentation shall rest with the employee, after the Employer has made every reasonable effort at verification.

Section 6. By highest to lowest grade, when two or more grades are involved, employees with the earliest ASCD will be considered for placement as provided below. Employees with the highest retention score will have preference in placement over employees with later ASCD in the same grade level.

- a. Continuance in the same position.
- b. Lateral to a vacant position.
- c. Lateral to a position (of the same series and grade) held by a probationary employee, or to a position (of the same series and grade) held by an employee in a lesser job category, i.e. RFT to RPT, RPT to FLEX.
- d. Downgrade to a vacant position.
- e. Downgrade to a position held by a probationary employee or to a position held by an employee with a later ASCD, if the position has the same title, series, and grade as a position previously held by the employee at Fort Drum prior to assignment to the current position under BBA/RIF, provided the employee remains qualified to perform the duties and responsibilities.
- f. Separation.

Section 7. RFT and RPT employees shall be given 60 calendar days notice of transfer, downgrade, or separation. Flexible employees shall be given seven calendar days notice of transfer, downgrade, or separation. The notice will include the action to be taken, the effective date, and salary retention information.

Section 8. The Employer further agrees that separated employees in a BBA/RIF will be offered positions at the same or lower grade from which separated for which they are qualified that develop within two years after the BBA/RIF, providing such employees maintain an application on file with the personnel office and respond to a letter sent to the address of record within ten days from date of such letter. A copy of such letters will be furnished to the Union. If the employee does not respond, his name will be removed from the reemployment list. Employees will be reinstated to positions in order of ASCD, with the employee with the earliest ASCD being reinstated first.

Section 9. The parties agree to the following arrangements for employees affected by the BBA/RIF:

- a. The Employer will conduct seminars during working hours for all affected employees regarding benefits available to them, including reinstatement eligibility, the insurance continuation options, the Portability Act, severance pay, pay retention, unemployment compensation, and information on any other outplacement assistance available under the terms of this agreement. The Employer will contact the appropriate state Unemployment Office and request that a representative of that agency attend the seminars to brief affected employees on procedures to be followed in filing unemployment benefit claims, as well as any outplacement services available. A designated Union Representative will be invited to attend these seminars. The seminars will be conducted no later than one week prior to the effective date of the BBA/RIF.
- b. If ten or more employees are to be separated, a job information bulletin board will be created. A committee, composed of one representative each from the Employer and the Union, will contact local employers to obtain information on job availability or interest in affected employees. Any other information which would be beneficial to affected employees in job search efforts will be posted on these bulletin boards.
- c. All affected employees identified for separation due to BBA/RIF will be provided a SF-8, Notice to Employee About Unemployment Insurance, at least two weeks prior to their last day of employment. The NAF CPO will explain the purpose of the form, and advise affected employees to submit the form to the local Unemployment Office should they wish to file unemployment benefit claims.
- d. The Employer will contact the local Unemployment Office within one week of release of advance notices to advise that agency of the number and type (by job) of affected employees to be separated. The Employer will assist affected employees in the preparation of resumes, to include final typing. The Employer will invite a representative of the local Unemployment Office to visit the installation to interview affected employees. If deemed appropriate by the local Unemployment Office, the Employer agrees to forward copies of affected employees' resumes.
- e. The Employer will develop a list of Federal employers within the local commuting area, and contact those employers by telephone to determine whether positions are available for employees affected by the BBA/RIF. The Employer will also request

information regarding application procedures, and make that information available to affected employees. There will be an initial contact, and follow-up contacts by telephone.

f. Severance pay will be paid as follows:

(1) Employees who have completed at least 12 consecutive months of service will receive severance pay when as a result of a BBA/RIF:

(a) A RFT is changed to RPT and the employee declines the offer and is separated.

(b) A RPT or RFT appointment is changed to FLEX.

(c) A RFT or RPT appointment is changed to seasonal and the employee declines the offer and is separated.

(d) An employee is separated.

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

(2) Computation. The amount paid will be 2% of annual salary for each year of NAF service and also APF service if the employee moved from a DoD APF position subsequent to 1 January 1987 and without a break in service of more than 3 days. For part-time/flexible employees this will be computed on the most recent 12 months earnings as reflected in payroll records. For portions of years in excess of one year, the amount will be prorated. Periods of service for which severance pay has previously been granted will not be counted.

g. The Employer agrees that accrued Annual Leave will be paid in a lump sum. The Employer will counsel employees on retirement contribution options.

h. The Employer will waive separated employees' indebtedness for any advance sick leave granted.

i. Employees who have been identified for separation due to BBA/RIF will be allowed administrative leave, in increments of no less than two hours, for scheduled interviews, provided the employees apply for leave in advance. Such Administrative Leave shall be granted throughout the advance notice period.

## **ARTICLE 26**

### **EMPLOYEE RECOGNITION**

The Employer and Union recognize that employees at all levels make outstanding achievements and significant contributions to the NAF mission. The Employer and Union agree that it is a mutual benefit to recognize employees who make such achievements and contributions. Recognition will be accomplished in accordance with controlling regulations.

## **ARTICLE 27**

### **TRAINING AND EMPLOYEE DEVELOPMENT**

Section 1. The Employer and the Union agree that training and development of employees within the Unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

Section 2. The Employer will publicize job training opportunities and inform employees of how to apply for training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output. With respect to any training given for preparing an individual for promotion, or where special training is required for promotion, the recipient of such training shall be selected on a competitive basis.

Section 3. Supervisors will provide necessary on-the-job orientation training to assist a newly assigned employee.

Section 4. The Employer will reasonably consider employees' requests to enroll in job-related correspondence courses at the expense of the Employer. Duty time will not generally be permitted to complete those courses not required by the Employer. Failure to successfully complete such courses could result in that employee being denied future courses.

Section 5. Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

## **ARTICLE 28**

### **EMPLOYEE ASSISTANCE PROGRAM**

Section 1. The Employer and the Union recognize the need to assist employees whose job performance or conduct are adversely affected by personal problems. The Union supports the Employer's Employee Counseling Services Program as a means for providing information, education, and other appropriate assistance or referral services for employee problems.

Section 2. The Employer will consider the employee's positive efforts in seeking treatment and rehabilitation when determining whether disciplinary or adverse actions will be taken.

Section 3. Records created and maintained by the Employee Counseling Services Program in relation to an employee's participation in the program are confidential. Such records will only be released outside the Program in accordance with law, which provides in part they will not be released to the employee's supervisors without specific written consent of the employee. Both the Union and Employer encourage employees to self-refer themselves if they believe they are in need of the services of the Employee Counseling Services Program. Such self-referrals and the services provided are not reported to the employee's supervisor unless the employee consents to the release of the information.

Section 4. An employee may seek assistance and counsel of the Employee Counseling Services Program without jeopardizing job or promotional opportunities.

## **ARTICLE 29**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, or handicapping conditions in accordance with applicable laws and regulations.

Section 2. An Employee who believes he/she has been discriminated against may pursue his/her dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated with an EEO counselor within 45 calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. An employee may have a personal representative of his/her choice, as provided by regulation, in pursuing an EEO complaint.

Section 3. The Union will be allowed a representative on any committee under the auspices of the Equal Employment Opportunity Office which may deal with matters affecting the bargaining unit.

Section 4. The Union will assist the Employer and the Equal Employment Opportunity Office in meeting objectives in equal opportunity. Where problems concerning discrimination arise within the bargaining unit, the Union is willing to assist in their resolution. Representatives of the Union and the Equal Employment Opportunity Officer will meet as often as they deem necessary relative to equal employment matters. Requests for such meetings will include the subject matter to be discussed.

## **ARTICLE 30**

### **SUGGESTION PROGRAM**

Section 1. The parties agree to promote participation of employees in the Suggestion Program.

Section 2. Suggestions should be submitted directly to the Army Ideas for Excellence Program Coordinator, Directorate of Resource Management. The Employer will make suggestion forms available in each branch.

Section 3. Adoption or rejection of a suggestion will be completed, when possible, not later than 60 days after the initiation of the suggestion. The employee will be advised in writing of the adoption or rejection of the suggestion. Awards for suggestions will be in accordance with applicable regulations.

## **ARTICLE 31**

### **HEALTH AND SAFETY**

Section 1. The Employer will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees, using applicable rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner and to use prescribed personnel protective equipment.

Section 2. The employee, as a condition of employment, will wear or use protective clothing and/or equipment necessary for the performance of assigned work, such equipment and clothing to be furnished by the Employer. Employees will be responsible for the proper use, safeguarding and maintaining in proper condition, any such equipment or clothing issued to them.

Section 3. In the course of performing their regularly assigned work, employees and Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed, employees or Union representatives shall report them to the supervisor. If the safety question is not settled, the supervisor shall refer the matter to the appropriate authority for resolution.

Section 4. The Union will encourage all employees to report all accidents immediately, as required by existing regulations. The Employer will comply with regulations concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during working hours for emergency medical treatment as a result of occupational illness or injury shall not be charged leave.

Section 5. The Employer will ensure that at all times health standards are maintained. All personnel will receive physical examinations in accordance with applicable regulations.

Section 6. No employee will be required to lift items or operate machinery or equipment in which they reasonably believe that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is an insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

Section 7. Non-slip mats/flooring shall be placed in hazardous areas.

Section 8. No child care worker employee shall be alone with children unless there is a functioning video system working.

Section 9. The Employer will advise an employee of child abuse allegations before or at the same time of any temporary reassignment.

## **ARTICLE 32**

### **SPECIAL TOOLS AND UNIFORMS**

Section 1. The Employer agrees to provide special tools and special equipment required in the performance of duties.

Section 2. The Employer requires employees working in certain sections to wear appropriate clothing/uniforms as specifically provided below:

a.(1) Service staff in the Commons/ Winner's Circle will be provided two shirts to wear while on duty unless they work five days a week, in which case they will be provided three shirts. Staff required to serve banquets are provided two shirts, one tie, vest and cummerbund. Employees are required to wear black pants, black belt, black stockings, and black shoes furnished at their own expense.

(2) Kitchen staff will be provided three flame retardant uniforms which they are required to wear.

(3) Custodial staff which work five days a week will be provided three sets of work clothes (shirts/pants), while staff which works less than five days a week will be provided two sets.

(4) The Employer will have available long sleeved cardigans for service staff to wear, as necessary.

b.(1) Automotive workers in the Auto Craft Center will be provided five sets of work clothes. The Employer will provide cleaning service for the uniforms.

(2) Personnel of the Auto Craft Center who work at the front desk will be provided three short sleeved shirts.

c. Employees who work in the physical fitness centers will be provided with a minimum of three short sleeved shirts (four short sleeved shirts at Magrath Gym) and two long sleeved shirts. Employees are required to wear plain, dark colored shorts or sweat type pants furnished at their own expense.

d. Employees who work in the Bowling Center will be provided three shirts to wear while on duty. Employees provide their own dark colored bottoms.

e. Custodial personnel in billeting and guest housing will be provided smocks/sweatshirts which will be turned in for cleaning. Front desk personnel will be provided five shirts and are required to wear black slacks or skirts which will be furnished at management's expense. Maintenance personnel at guest housing will be provided five full uniforms which are turned in for cleaning.

f. The Veterinary Staff Assistant will be provided three sets of appropriate clothing for cleaning the kennel and three smocks for use when handling animals.

g. Lifeguards who are regular employees will be provided five short sleeved shirts and three swimsuits. Lifeguards who work less than three days per week will be provided two short sleeved tops and one swimsuit.

h. Employees working in the Arts and Crafts Center will be provided three smocks.

i. Employees working Outdoor Recreation (out back) will be provided five sets of work clothes (shirts and pants). Employees working behind the counter will be provided five shirts. The clothes are turned in to be cleaned.

j. Dark colored shorts (at least 4" inseam) are allowed for gym, pool and youth services staffs.

Section 3. Except as noted above, employees are required to clean and maintain their uniforms. When the uniforms become unusable due to fair wear and tear, employees will be able to turn in the old uniform item for a new one. Employees may be required to pay for uniforms damaged through other than fair wear and tear (negligence). When employees no longer work in areas where a uniform is required and linen service is supplied, they will turn in their issued clothing.

Section 4. It is recognized by the parties that employees work in customer service business and must wear clothing appropriate to serve the public. Clothing must be clean and not in disrepair. Further, employees working in customer service areas will be provided name tags to be worn to identify themselves to patrons.

## **ARTICLE 33**

### **CHARITABLE ACTIVITIES**

The parties recognize the importance of employee participation in authorized charitable-fund raising campaigns, savings programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall refrain from exerting pressure upon employees to participate.

## **ARTICLE 34**

### **TRANSPORTATION**

Section 1. The Employer will provide safe and adequate transportation for all employees who are required to use government vehicles. Adequate seating and safety equipment will be provided for employees required to ride in government vehicles.

Section 2. Employees will not be required to use private vehicles to conduct official business of the Employer unless a condition of employment stated in the vacancy announcement. With prior written approval of a supervisor an employee will be reimbursed a mileage charge to use their POV for official business.

## **ARTICLE 35**

### **WAGES AND WAGE SURVEYS**

Section 1. Wage surveys will be conducted and implemented in accordance with statutory and regulatory directives as implemented by the NAF DoD wage fixing authority. All craft and trade employees shall be paid in accordance with statute and applicable regulations.

Section 2. Appropriate information provided to the installation concerning wage surveys will be provided to the Union.

Section 3. Employees who serve as official data collectors in a local wage survey or who make presentations at hearings before the Wage Survey Committee will be authorized official time for these activities.

Section 4. All nonappropriated fund employees with the exception of Craft and Trades employees will be paid under the NAF Pay Band System.

Section 5.

a. Annual pay increases for pay-banded employees related to performance appraisals will be as follows:

Rating Percent Increase

Unsatisfactory -0-

Marginal -0-

Satisfactory 1 - 1.5%

Excellent 2 - 2.5%

Outstanding 3 - 3.5%

b. If an employee is at the top of the pay band, he/she will receive an equivalent amount in an annual lump sum bonus.

Section 6.

a. The Department of Defense wage fixing authority is responsible for developing and issuing NF pay schedules.

b. Pay band employees will be given the pay increase reflected on the pay schedules released by the DoD wage fixing authority for the commuting area.

Section 7. The Employer will pay Sunday premium pay to regular pay band employees at the rate of 25% of the employee's basic rate of pay for all hours of a non-overtime tour of duty when any part of the scheduled tour is performed on Sunday (including periods of leave and holidays).

Section 8. Pay band employees shall receive night shift differential at the rate of basic pay plus an additional 10 percent of that rate for all regular scheduled work between the hours of 6:00 p.m. and 6:00 a.m. (including periods of leave and holidays).

Section 9. Tipped employees shall receive in excess of their basic pay all tips received for services rendered by that individual employee. Tips shall not be used to offset any part of the payment of the prevailing wage rate established by the annual Department of Defense prevailing wage survey. It is acknowledged by the parties, the Employer is required to comply with Internal Revenue Service rules concerning reporting tips for employees in positions which receive tips. The rules are currently contained in AR 215-1, Appendix C.

Section 10. All employees whose activity exceeds its NAF budget goals for Net Income Before Depreciation (NIBD) for any fiscal year will be nominated by their supervisor for an achievement award not to exceed \$300. Only employees whose last performance appraisal is Satisfactory or above may be nominated for this award. Employees within each appointment category (RFT, RPT, FLEX) shall receive an equal amount prorated according to service within that activity.

Section 11. All checks and leave and earning statements will be mailed directly to each employee's address of record if they do not pick them up on payday.

## **ARTICLE 36**

### **HEALTH INSURANCE AND RETIREMENT**

Section 1. All regular employees are eligible to participate in the NAF Health Insurance Plan and the NAF Retirement Plan as set forth in the plans. Information about those plans is available from the NAF Civilian Personnel Office.

Section 2. The employee cost for health insurance will be 35% of the total cost.

Section 3. Annually the NAF Civilian Personnel Office will distribute to employees who have health insurance coverage the costs for coverage for the following year. This will be distributed as soon as feasible after receipt.

## **ARTICLE 37**

### **CONTRACTUAL WORK**

It shall be the policy of the Employer to openly and fully advise the Union regarding any proposed contracting out of new or revised functions or any contracting action which may result in current Employees losing their jobs. The Employer shall bargain as provided in Article 4, Negotiations.

## ARTICLE 38

### DISCIPLINARY ACTIONS

Section 1. All disciplinary actions will be taken only for just cause and for such reasons as promote the efficiency of the federal service. Disciplinary actions shall be supported by a preponderance of evidence. Disciplinary actions must be taken on a timely basis. This is normally, within 30 days of the Employer becoming aware of the alleged infraction or the completion of a formal, e.g., military police, AR 15-6, etc., investigation.

Section 2. Disciplinary actions are defined as written reprimands, suspensions and separation for cause. The Employer will furnish each affected employee a copy of a memorandum for record of a counseling when one is prepared.

Section 3. When a determination is made that a formal reprimand is necessary to correct an employee's alleged misconduct, the written reprimand will be processed in accordance with the appropriate regulatory guidance. A grievance resulting from a written reprimand will begin at Step 1 under Article 39 within 15 calendar days from receipt.

Section 4. If the Employer proposes a separation, the following procedures will apply:

- a. The Employer will provide a 30 calendar day advance notice (unless the crime provision is invoked), giving a description of the offense, in sufficient detail, to enable the employee to understand fully the violation, infraction, conduct, or offense for which he/she is charged. Such specifics as time, place, dates, and events should be included in support of the incident giving rise to the separation action. Notice of proposed separation will be specific enough to enable an employee to answer the notice and to review the material relied on to support the proposed action. A FLEX employee may be separated for abandonment of position without advance notice.
- b. The employee may reply to the notice of proposed separation both orally and in writing and furnish affidavits and other documentary evidence in support of his/her answer within 15 calendar days (unless the crime provision is invoked) after receipt of the proposed notice. The Employer will give consideration to extending the 15 calendar day right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.
- c. A decision will be made within a reasonable period of time, normally within 10 days. The notice of decision will inform the employee of his/her grievance rights and the time limits for filing.

Section 5. If the Employer proposes a suspension, the following procedures will apply:

- a. The Employer will provide the employee a 20 calendar day advance notice citing enough specifics (see 4a, above) to enable the employee to answer the notice and

provide an opportunity to review the material relied on to support the proposed suspension.

b. The employee may reply to the notice of proposed suspension both orally and in writing, and furnish affidavits and other documentary evidence in support of his/her answer within ten (10) calendar days after receipt of the proposed notice. The Employer will give reasonable consideration to extending the ten (10) calendar day right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.

c. A decision will be made within a reasonable period of time. The notice of decision will inform the employee of his/her grievance rights and the time limits for filing.

Section 6. A grievance resulting from a disciplinary action will be filed at step 3 of the negotiated procedure. The grievance must be filed within 15 calendar days of the effective date for an imposed disciplinary action.

## **ARTICLE 39**

### **GRIEVANCE PROCEDURE**

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. A grievance is defined as any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning:
  - (1) The effect or interpretation, or a claim of breach of this Agreement; or
  - (2) Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2. The Negotiated Grievance Procedure is the sole procedure available to employees in the bargaining unit for resolution of covered matters.

Section 3. The following matters are specifically excluded from consideration under the Negotiated Grievance Procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for National Security reasons.
- d. The initial setting of any paybanded employee's pay if not in violation of any specific provision of this agreement.
- e. Any examination, certification or appointment.
- f. The classification of any position.
- g. Non-selection for promotion from a group of properly ranked and certified candidates.
- h. Termination of any employee during the probationary period.
- i. Equal Employment Opportunity complaints.

j. The content of any regulation or published policy.

Section 4. Disputes over what is subject to the grievance procedures shall be referred to an arbitrator as a threshold issue in the related grievance. Grievability/arbitrability issues must be raised in writing no later than seven (7) days after arbitration is invoked.

Section 5. Nothing in this Article precludes an employee or group of employees from presenting their own grievances and from having them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement, and the Union has been given the opportunity to be represented at formal discussions of the grievance and be present at adjustment of the grievance. When a unit member uses these negotiated grievance procedures, he/she must represent himself/herself, or must be represented by a steward or other representative approved by the Union [5 USC 7114(a)(5)].

Section 6. To provide for the mutually satisfactory settlement of matters covered by the agreement, the following procedures will be followed:

NOTE: Except as provided for in this agreement, grievances will be discussed with the employee's immediate supervisor within 15 calendar days after the occurrence of the matter out of which the grievance arose, or within 15 days of the employee's first knowledge of the occurrence.

Step 1. Each dispute or grievance shall be taken up informally by the aggrieved employees, the steward and the appropriate supervisor. The supervisor must give his answer to the grievance within seven (7) calendar days.

Step 2. If no satisfactory settlement is reached between the aggrieved employee(s), the steward, and the supervisor, the grievance shall be reduced to writing stating the exact nature of the grievance, date incident occurred and remedy sought. The grievance shall be submitted within seven (7) calendar days to the Director. Upon receipt of a second step grievance, the Director or designee shall meet with the aggrieved employee(s) and union representative within seven (7) calendar days after receiving the written grievance. A written decision will be rendered within seven (7) days after the meeting.

Step 3. If no satisfactory settlement is reached at the second step, the written grievance will be submitted within seven (7) calendar days to the Chief, NAF CPO Division for processing. Upon receipt of a third step grievance, the Garrison Commander, or his designated representative(s) shall arrange to meet within seven (7) calendar days, with the aggrieved employee(s), and the appropriate representative(s) of the Union to discuss the grievance. A written decision will be rendered within seven (7) calendar days after the meeting.

Section 7. When several employees have an identical grievance, the Employer and the Union will call the employees affected together and request them to select one individual case for processing. The Union agrees to encourage the processing of only

one grievance in place of numerous identical grievances. The employees will be told that, if they agree, decision on the case selected will be binding on all other identical cases. If any employee refuses to participate in the agreement, his refusal shall not affect his right to process his grievance individually. This test case procedure is not applicable to any situation where individual differences exist or when evaluation of the individual qualifications of the aggrieved employees would be required to decide the issues.

Section 8. All time limits may be extended by mutual written agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or employee to advance the grievance to the next step. Failure of the Union or employee to observe the stated or extended time limits shall constitute withdrawal of the grievance. The aggrieved (employee or Union) may withdraw the grievance at any time. Additionally, if the Employer fails to meet any time limits the Union may bring this deficiency to the attention of the Commander.

Section 9. If the Employer or the Union submits a grievance, the grievance must be filed within 15 days of the incident or within 15 days of when the party became aware of a grievance. In the case of an Employer-initiated grievance, the Union President will receive the grievance. In the case of a Union-initiated grievance, the Garrison Commander or Chief, NAF CPO Division will receive the grievance.

Section 10. Any grievance not resolved under the terms of this Article may be referred to arbitration by either the Union or the Employer in keeping with the provisions of Article 40, Arbitration.

## **ARTICLE 40**

### **ARBITRATION**

Section 1. In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within 10 workdays of receipt of a final decision.

Section 2. Within seven days of receipt of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation Service to provide a list of seven impartial person qualified to act as arbitrators. The parties shall meet within seven days after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and the Employer will each strike out one name from the list and shall then repeat the procedure. The remaining name shall be the selected arbitrator. The party invoking arbitration shall strike first.

Section 3. The fee and expense, if any, of the arbitrator shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic workweek (Monday-Friday). All employee participants in the hearing shall be in a duty status, if otherwise scheduled to work on the day of arbitration.

Section 4. The arbitrator will be requested to render his decision as soon as possible after the date of the hearing. If both parties so agree, the dispute may be decided upon written submissions only.

Section 5. The parties will in good faith attempt to define the issue and agree on a joint submission to be sent to the arbitrator in advance of the hearing. If agreement cannot be reached each party will submit their issues to the arbitrator who will then determine the final wording of the issue.

Section 6. Either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulation.

Section 7. The parties should exchange their lists of witnesses and copies of exhibits prior to the scheduled hearing date.

Section 8. If an employee prevails, he/she will be entitled to back pay as provided in 5 USC 5596.

## **ARTICLE 41**

### **MISCELLANEOUS**

Section 1. Upon the Union President's written request, and not more than two times during each calendar year, the Employer will furnish the Union a listing of unit employees. Listings will include each employee's name, grade, appointment category and organizational identifier.

Section 2. The Employer will provide the Union President (or his designee) a copy of the Department of Army NAF Civilian Personnel Regulations and proposed changes thereto.

Section 3. Employees of food service activities (currently The Commons/Winners Circle and the Bowling Center) will be entitled to receive an employee meal at 50% discount in conjunction with their work schedule. Food activity employees shall receive unlimited coffee and tea without charge in conjunction with their work schedule.

Section 4. Smoking

- a. Smoking is prohibited in all Government vehicles, buildings, and within 50 feet of entranceways.
- b. Outdoor smoking areas will be designated that provide some measure of protection from the elements and where it does not expose others to second hand smoke.
- c. Employees may take their breaks in increments to be allowed to smoke. This will be done with the approval of the supervisor.

Section 5. The parties agree the Employer may publish an Employee Handbook which will contain established policies and information useful to employees that is consistent with this collective bargaining agreement. The Handbook may apply to a single activity, e.g., The Commons, or all NAF activities. The Employer agrees to provide the Union a draft of any proposed handbook prior to printing and distribution pursuant to Article 4, Negotiations. The Employer will also provide the Union five copies of any finalized handbook and distribute one copy to each employee.

## **ARTICLE 42**

### **PUBLICATION AND DISTRIBUTION OF AGREEMENT**

The Employer agrees to reproduce and provide a copy of this agreement for each employee in the bargaining unit. The Union shall be provided fifty copies of the agreement.

## **ARTICLE 43**

### **Duration and Changes**

Section 1. This agreement shall remain in full force and effect for a period of three years from the date of its approval by the head of the Agency or from the 31st day after execution, whichever is sooner. This Agreement will automatically be renewed for three (3) year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the 105th and 60th day prior to expiration of the contract.

Section 2. This agreement is subject to reopening:

- a. By mutual consent of the parties concerned;
- b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

Section 3. When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this agreement shall continue in effect until a new Agreement is effected.

**AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
LOCAL R2-61(NAF), NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES  
And  
HEADQUARTERS, 10<sup>th</sup> MOUNTAIN DIVISION (LI) & FORT DRUM**

The parties agree to amend the collective bargaining agreement, effective date 21 February 1997, as follows:

**ARTICLE 36. HEALTH INSURANCE AND RETIREMENT**, Section 2, is changed to read as follows:

Section 2: The employee cost for health insurance will be 30% of the total cost.

The Supplemental Memorandum of Agreement between Headquarters, 10<sup>th</sup> Mountain Division (LI) & Fort Drum and Local R2-61(NAG), National Association of Government Employees is superseded and replaced by the following:

1. In activities other than food and beverage activities, the Employer agrees that total number of Flexible employees will not exceed 30% of the total number of employees (currently employed and those being recruited) in all those activities. In computing these percentages, seasonal flexible employees working in the following activities will be excluded: WWII billeting area, Youth Activities summer programs, employees working at Remington Pond, and employees working in the summer sports program.
2. In food and beverage activities, the total number of flexible employees will not exceed 75% of the total number of employees in all those activities.
3. In computing these percentages employee's means bargaining unit employees and the percentages and totals are cumulative totals for each of the two sets or activities/organizations.
4. This supplemental agreement shall remain in effect for the duration of the collective bargaining agreement effective 21 February 1997.

**FOR THE EMPLOYER**  
Colonel, Infantry  
Garrison Commander

**FOR THE UNION**  
President  
Local R2-61(NAF), NAGE  
12/22/1999

The parties agree to and enter into this collective bargaining agreement between Headquarters, 10<sup>th</sup> Mountain Division (Light Infantry) & Fort Drum, and Local R2-61 (NAF) National Association of Government Employees.

FOR THE UNION

Chief Negotiator

President, Local R2-61(NAF)

FOR THE EMPLOYER

Chief Negotiator

Major General, U.S. Army  
Commanding

Approved by the Department of Defense on February 21, 1997.

Roll over agreement approved by the Department of Defense on 5 February 2016.