

LABOR-MANAGEMENT RELATIONS AGREEMENT

BETWEEN

MANEUVER CENTER OF EXCELLENCE

FORT BENNING, GEORGIA

AND

SERVICE EMPLOYEES INTERNATIONAL UNION/

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

LOCAL NO. 679

COVERING

ALL NONAPPROPRIATED FUND (NAF), NONSUPERVISORY

FULL-TIME, PART-TIME, AND FLEXIBLE EMPLOYEES

INCLUDING OFF-DUTY MILITARY EMPLOYEES SERVICED

BY THE

CIVILIAN PERSONNEL ADVISORY CENTER

FORT BENNING, GEORGIA

EXCEPT THOSE EXCLUDED BY ARTICLE I, SECTION 2

EFFECTIVE

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## **PREAMBLE**

Pursuant to the policy set forth in Title VII, Civil Service Reform Act (CSRA), the following Articles constitute an agreement by and between the Maneuver Center of Excellence, Fort Benning, Georgia, hereinafter referred to as the Service Employees International Union/ National Association of Government Employees, Local 679, hereinafter referred to as the Union.

## **ARTICLE 1**

### **RECOGNITION AND DESIGNATION OF UNIT**

Section 1. The Employer recognizes the Union as the exclusive bargaining representative of all employees in the unit as defined in Section 2 of the Article.

Section 2. The recognized bargaining unit covered by this agreement is as follows:

Included: All Nonappropriated fund (NAF), non-supervisory, full-time, part-time, and intermittent/flexible employees including off-duty military employees serviced by the Civilian Personnel Advisory Center, Fort Benning, Georgia.

Excluded: All Nonappropriated fund (NAF) professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards.

Section 3. Subsequent reference herein to "employee" and "employees" will be understood to apply to the employees of the recognized bargaining unit represented by the Union.

## **ARTICLE 2**

### **BASIC PROVISIONS**

Section 1. In administering matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities; by published policies and regulations in existence at the time this agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. The Employer retains the right, in accordance with applicable laws and regulations, to:

- a. Direct employees:
- b. Hire, promote, transfer, assign, and retain employees, and to suspend, demote, discharge, or take other disciplinary action against employees;
- c. Relieve employees from duties because of lack of work or for other legitimate reasons;
- d. Maintain the efficiency of the operations of the Nonappropriated Fund Activities;

- e. Determine the methods, means, and personnel by which such operations are to be conducted; and
- f. To take whatever actions may be necessary to carry out the mission of the activities in situations of emergency.

Section 3. 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 union dues through payroll deductions.

Section 4. The foregoing shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

### **ARTICLE 3**

#### **RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

Section 1. The Employer and the Union, through appropriate representatives, shall meet at reasonable times and confer in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations, including published agency policies and regulations.

Section 2. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligations to meet and confer. However, the obligation to meet and confer does not include matters with respect to the mission of NAF activities; the budget of these activities, of positions or employees assigned to the activities, to a work project or to a tour of duty; the technology of performing the activities' work; or the internal security practices. The Employer and the Union may, however, agree to provide appropriate arrangements for employees adversely affected by the impact of the realignment of work forces or technological change.

Section 3. The Employer will consult with the Union within five (5) business days of knowledge of a change and confer in good faith before making changes in personnel policies, practices, and working conditions which have been mutually acceptable to the Employer and the Union, but which are not specifically covered by this agreement. The Union will be given as much advance notice as possible, in order that Union views may be expressed and considered before a decision is made. All notices from the DoD that effect bargaining unit employees shall be copied to the Union in original format no later than 5 business days from receipt.

Section 4. The Employer, consistent with governing regulations, will provide an initial orientation to all new employees in the bargaining unit and inform all employees of the location (official bulletin boards and/or electronically as appropriate) within their respective work area where the written agreement is posted.

Section 5. A copy of the written agreement will be posted on all official bulletin boards, in NAF employment areas.

Section 6. The Employer will afford the Union the opportunity to participate in the New Employee Orientation and provide 15 minutes on the agenda. The Union shall furnish all materials to new employees. The Employer will furnish the Union a schedule of the monthly orientation 2 weeks in advance. In the event of a change, the Employer will notify the Union as soon as the orientation is rescheduled.

Section 7. The Employer agrees to furnish the Union a semiannual listing at no cost, of the names, position titles, grade, and employing activity of all employees in the unit when requested.

Section 8. An appropriate representative of the Employer will brief the shop stewards and Union officials annually on the Alcohol and Drug Abuse Control Program.

Section 9. The Employer will:

- a. Encourage the achievement of high standards of employee performance and the continual development and implementation of work practices to facilitate improved employee performance and efficiency;
- b. Provide employees an opportunity to participate in the greatest degree possible in the formulation and implementation of personnel policies and practices which affect their working conditions;
- c. Strive to maintain constructive and cooperative relationships between the Employer and employees, and
- d. Provide suggestion forms to employees upon request. Suggestions will be processed in accordance with applicable regulations. Notice as to availability of forms will be posted on bulletin boards on appropriate space.

#### **ARTICLE 4**

##### **RIGHTS AND OBLIGATIONS OF THE UNION**

Section 1. The Union shall have the right and obligation to represent all employees of the unit without discrimination and without regard to labor organization membership.

Section 2. The Union shall have the right to present its views to the Employer, either orally or in writing, and to have such views considered in the formulation and implementation of personnel policies and practices which are at the discretion of the Employer.

Section 3. An employee may handle their own grievance or select a Union representative in such proceedings. The Union shall be given the opportunity to be represented at formal discussions between the Employer and employees, or employee representatives, concerning such grievances, and at the appropriate time to make its views known.

Section 4. The Union agrees to encourage employees to carry out their obligations as are set forth in Article 5, Section 5, of this agreement.

#### **ARTICLE 5**

##### **RIGHTS AND OBLIGATIONS OF EMPLOYEES**

Section 1. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization or to refrain from any such activity and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the CSRA, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including

presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

Section 2. The Employer shall take action required to assure that employees are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in a labor organization.

Section 3. The rights described in Sections 1 and 2 of this Article do not extend to participation in the management of a labor organization or acting as a representative of such an organization by a supervisor except as provided in the CSRA, or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 4. Each employee, regardless of appointment category (RFT, RPT, or Flexible) and whether or not the employee is a member of a labor organization, shall have the right to bring matters of personal concern to the attention of the appropriate officials of the Employer and/or the Union.

Section 5. Employees are obligated to:

- a. Actively participate in and promote programs designed to improve work methods and conditions;
- b. Conscientiously perform assigned duties;
- c. Comply with applicable conduct and performance standards;
- d. Cooperate and strive to maintain good working relations with their supervisors and fellow employees; and
- e. Give a full day's work for a full day's pay.

Section 6. Employees will not engage in, or involve coworkers in, private business or profit-making endeavors while on U.S. Government controlled property or while on official duty time or with the use of U.S. Government property.

## **ARTICLE 6**

### **UNION-EMPLOYER MEETINGS**

Section 1. The Employer agrees that meetings shall be held between the representative(s) of the Union and the Employer as the need arises, subject to the request of either party, to consult on personnel policies and practices and other matters affecting working conditions of employees within the unit.

Section 2. Either party desiring or having a requirement to consult with the other shall give advance notice to the other party, including a statement of the subject matter to be discussed. Such notice may be either by telephone or in writing.

Section 3. The Employer and the Union will keep records as they deem necessary of meetings between Union and Employer. In the event the Union or the Employer requests a tape recording of a meeting, it will be the responsibility of the requesting party to provide recorder and tapes, and such recording will be made only when mutually agreeable.

## **ARTICLE 7**

### **UNION REPRESENTATION**

Section 1. The Employer shall recognize the Union's officers, duly designated representatives, and shop stewards and chief stewards appointed by the Union.

Section 2. The Union has the right to designate one Union steward to every 35 employees in the divisions to assure that each employee in the divisions have ready access to a steward on their work shift or work location. Additional stewards may be designated based on need by mutual agreement. The Union shall furnish the Employer a current list of officers, representatives and stewards, together with the designation of the group of employees each steward is authorized to represent once a year and as changes occur. The Union will assign stewards to represent employees outside the complainant's work location. In the event the Union determines this is not possible, either the President or Vice President will notify management prior to the assignment.

Section 3. Time used by stewards during scheduled work hours in the performance of their representational duties will be with the knowledge and permission of the Employer and shall be limited to regularly assigned duties. During such granted absence, the stewards will use OPM Form 71, "Request for Leave or Approved Absence", selecting "other option leave" to document time away from the job site. The stewards will confine their representational activities to the conduct of that business for which approval of temporary absence was requested and return directly to their work area upon completion of that business. In the event the stewards' official business cannot be concluded within the approved time of absence, the employee may contact the Employer and request additional time and be governed accordingly. Upon return to their work area, the employee will personally notify the appropriate representative of the Employer of their return to duty. Normally, the Employer will grant such requests unless such absence would cause an undue interruption of work or jeopardize the operation of the activity. Union officials/representatives will coordinate entry into work areas with appropriate Employer representatives prior to entry.

Section 4. Stewards will suffer no loss of pay or charge to leave for reasonable time spent in the performance of their representational activities. OPM Form 71, "Request for Leave or Approved Absence", will be used by the stewards to gain Employer's approval for time away from the job site as well as documentation of conducting official Union hours worked.

Section 5. No duly designated Union representative or steward shall be restrained, coerced, intimidated or discriminated against because of working on behalf of the Union.

Section 6. The Union will endeavor to select stewards who possess the qualities of leadership and responsibility, and who will deal with employees and the Employer in a manner that will inspire confidence and respect.

Section 7. The Union will properly orient and indoctrinate stewards with respect to the CSRA as well as the provisions of this agreement.

Section 8. The Union shall be permitted representation whenever meetings are held for the purpose of implementing a change in personnel policies and practices and matters affecting working conditions. Also the Union shall be permitted a presentation limited to 15 minutes or less when a New Employee Orientation is held.

Section 9. The Union will be notified prior to a permanent change of stewards from one work area to another so that a replacement steward may be selected. Stewards will not be changed from one work area to another permanently as a reprisal action for activity under the protection of the Federal Service Labor Management Relations Statute.

Section 10. Nonlocal Union representatives may visit the installation to carry out the functions which come within the scope of their responsibility provided they present proper credentials and satisfy the requirements controlling admission of visitors to the installation, and advise the responsible representative of the Employer of the purpose of their visit. Such visits shall be confined to those functions authorized by controlling regulations and procedures. Union representatives who have received proper clearance from the representative of the Employer will schedule consultation and visits with any NAF activity official whom they are to contact in advance and during regular working hours at mutually convenient times.

Section 11. Authorized representatives of the Union shall have access to Employer's establishment with 48 hours notification and approval from management during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to. Union representatives agree to conduct themselves in a professional manner and will not impede or disrupt business.

Section 12. The Employer shall allow shop stewards designated by the Union two (2) days excused absence on an annual basis with no loss of pay benefits to attend steward's training programs provided by the Federal Mediation and Conciliation Service.

## **ARTICLE 8**

### **HOURS OF DUTY**

Section 1. The administrative workweek is the seven day calendar week commencing at 0001 hours on Thursday and ending at 2400 hours on the following Wednesday.

Section 2. Both parties recognize that the mission and function of the Fort Benning Nonappropriated Fund activities differ from those of appropriated fund activities in that the most productive operational hours are those when the appropriated fund activities are inoperative.

Section 3. NAF employees will be expected, when necessary, to work at night and on weekends and frequently on irregular schedules. The Employer, however, will make every reasonable effort, insofar as the efficient operation of each activity permits, to schedule all full-time employees for five consecutive eight-hour days with two consecutive days off. Upon request of an employee prior to effective date of work schedule, days off may be exchanged by mutual consent of the employees concerned consistent with work load requirements and subject to approval by the Employer.

Section 4. The basic workweek for full-time employees consists of 40 hours of work scheduled during not more than six days of the administrative work week. The basic work week for part-time employees will consist of a scheduled tour from 20 to 39 hours of duty each week.

Section 5. Rotating tours of duty means those regularly scheduled tours which periodically require service on a different shift.

Section 6. It is agreed that tours of duty for all employees will be based on the needs of the mission. All tours of duty will be established or changed, and notification given to affected employee(s), prior to the administrative workweek in advance, shall be announced in writing and shall be posted on all official bulletin boards in the affected area. The Employer may make exception to this requirement when mission requirements preclude giving such advance notice.

Section 7. The regularly established work schedule will include a nonpaid lunch period. Lunch periods during which the employee is entirely free of duty in connection with his job may not be considered duty time and the employee may not be compensated for the lunch period.

When the nature of an employee's duties require that they remain at the duty station, an on-the-site lunch period may be established. The employee will be paid for all on-the-job lunch period not in excess of twenty minutes.

Section 8. The Employer will allow employees reasonable time at the end of the daily tour to turn in and store tools and/or equipment, remove fire hazards, and secure work areas. The Employer will consider the particular circumstances of jobs in determining such reasonable time allowances.

Section 9. Employees in the appropriate job rating who possess the required skills and qualifications, as determined by the Employer, will be given first opportunity to be selected for night shift work.

Section 10. Temporary changes in shifts will be accomplished by volunteers. If an insufficient number are available, employees from other shifts will be directed to work the affected shift on a rotating basis of qualified least seniority, when possible. Deviation from this procedure may be made upon request of an employee for extenuating circumstances.

Section 11. If an employee is required by the Employer to perform any work or to be present for receiving instructions either before or after his regular work hours, the employee shall be compensated at the appropriate rate of pay for such work.

Section 12. The Employer considers rest periods essential to increased efficiency and production, and to the maximum extent possible, will grant one (1) fifteen (15) minute rest period during each four hours of continuous work; however, not in conjunction with scheduled lunch periods.

Section 13. Where mission permits, the Employer shall attempt to permit employees to pursue formal education or training to improve job qualifications which would be mutually beneficial to both the employee and the Employer. The Employer shall make every attempt when possible, to try and adjust the employee's schedule in order to allow the employee to attend these classes. Employees with prior written approval from management may be allowed to adjust their schedule or switch shifts with another employee of equal qualifications for the duration of their education/training, if the employee switching agrees to the change. Permission to attend classes for education or training shall be granted for definite periods of time normally not to exceed a quarter or semester time period. Renewal and extension of this time and appropriate change in shift may be granted with just cause.

## **ARTICLE 9**

### **OVERTIME**

Section 1. Overtime is work performed by employees in the unit in excess of eight hours per day or 40 hours within the administrative workweek. Scheduled overtime is overtime which is scheduled prior to the beginning of the administrative workweek in which it occurs.

Section 2. Overtime work shall be paid as prescribed in current regulations. Payment varies dependent upon the type of employment, crafts and trades or pay band. Employees will receive overtime pay for hours worked in excess of 40 hours per week or eight hours in a day, whichever is appropriate based on the regulation. The overtime rate is one and one half times the basic rate of pay. Crafts and trades employees may request compensatory time in lieu of overtime if desired. Compensatory time not used is paid within 26 pay periods.

Section 3. The Employer agrees that overtime assignments will be offered on a rotating basis among qualified employees in accordance with their particular skills and the Employer's need for overtime work.

Section 4. The Employer agrees to maintain records of overtime worked by employees in the unit. Such records will be made available when requested by employees and/or the Union representative in resolving specific complaints concerning overtime assignments.

Section 5. In the event an employee in the unit is required to work overtime, the employee will not be required to use annual leave nor be placed in a "leave without pay" status in order to compensate or offset the overtime hours worked.

Section 6. Employees who are needed for overtime assignments will be notified as soon as practicable after the overtime requirement is established. The Employer agrees to make every reasonable effort to notify employees as soon as possible after the decision to work overtime has been made.

Section 7. The Employer will, upon receipt of a timely request, relieve an employee from an overtime assignment if the employee's reason is valid and there is another qualified employee available for the assignment.

Section 8. An employee who is called back to work at a time other than their scheduled hours of work within their basic workweek shall receive at least two hours call-back pay, including any shift differential and/or additional pay to which the employee is entitled in accordance with the approved pay scales and statutes, even if their services cannot be utilized when the employee reports for work. Should management be unable to secure an employee to work the callback assignment, the least senior qualified employee employed within the department, division, section shall be required to return to work for the callback request. Refusal shall subject the employee to disciplinary action.

## **ARTICLE 10**

### **FLEXIBLE EMPLOYEES**

Section 1. Flexible employees will be utilized as prescribed in the Army Regulation 215-3.

Section 2. Flexible employees (who work at least 1,040 hours per year) will be granted two paid personal days off per year after completion of one year of continuous service; three days after two years of continuous service; five days after three years of continuous service; and a total of ten days after six years of continuous service. Personal days must be used within 24 months of receipt. This section excludes seasonal employees. If extenuating circumstances exist where a flexible employee is in a non-duty/non-pay status, this section does not apply. Employees will request these personal days as outlined in Article 14, Section 3.

Section 3. Flexible employees may be offered a regular position at any time at the discretion of management. After five years of continuous service, flexible employees (who work at least 1,040 hours per year) may request, in writing, consideration of conversion to RPT/RFT within specific program codes. Management will consider conversion based on the budget, tenure, performance (at least three out of the last five ratings at excellent or outstanding), mission requirement, and regulatory guidance. If there is more than one eligible employee, the NAF service computation date will be the deciding factor.

Section 4. When flexible employees convert to regular status they receive all the benefits and rights offered to regular employees. These include holiday pay, sick and annual leave, and the opportunity to participate in health insurance, retirement, and the 401(K) savings plan.

## **ARTICLE 11**

### **TIME CARDS**

Section 1. Employees will be issued a time card unique to only them which will be used on a daily basis to swipe in and out as they begin and end each workday. At the discretion of management with the FMWR Director's or his/her designee's approval and with prior notification to the Union, employees may be required to clock in and out for lunch.

Section 2. If an occasion arises where the employee is unable to clock in or out, it is imperative that the manager/supervisor be notified immediately. This allows management the opportunity to annotate and submit a correction to the system. Failure to notify management will result in no hours being reflected for payment for that day unless a correction is made.

Section 3. Employees may request a hard copy of their time sheet for their personal documentation and will receive this copy no later than one week.

## **ARTICLE 12**

### **PAY DAY**

Section 1. Pay day will be on a biweekly schedule.

Section 2. Direct deposit of employees' paycheck to a financial institution of their choice is the preferred method of payment from the Defense Finance and Accounting Services (DFAS). DFAS can make exceptions to this policy in extenuating circumstances. For those with an exception to policy, individual employee pay checks will be placed in window envelopes, sealed, and distributed as soon as practicable by the Employer. In this connection, pay checks will be distributed by 11:00 AM except when said pay checks have not been delivered to the site.

## **ARTICLE 13**

### **HOLIDAYS**

Section 1. Eligible employees whose services are not required by the Employer on any holiday established by Federal Statute or Executive Order may be excused from duty for that day without charge to leave, and those excused will be entitled to holiday benefits in accordance with appropriate regulations. The following list of holidays is subject to revision as required by law and regulations:

1. New Year's Day
2. Martin L. King's Birthday
3. President's Day
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Section 2. Regularly scheduled full-time or part-time employees assigned either to rotating or regular shifts, will receive holiday pay. An 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. Employees in a leave without pay status will not receive holiday pay.

Section 3. Eligible employees working on a holiday will receive the same pay as they would normally receive on a regular workday, plus the pay to which they would be entitled for the holiday.

Section 4. Holiday assignments, when necessary, shall be rotated among employees of an activity in such a manner as to provide equitable treatment to those who prefer to be excused on a holiday, as well as, those who prefer to perform duty.

## **ARTICLE 14**

### **ANNUAL LEAVE**

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations. Flexible employees shall be allowed personal days off as outlined in Article 10, Section 2.

Section 2. Annual leave will accrue for all hours in a pay status up to a maximum of 40 hours per week at the following rates:

**ANNUAL LEAVE ACCRUAL – APPROXIMATE  
# OF ANNUAL LEAVE DAYS EARNED EACH YEAR**

- a. Employees with 0-3 years credible service – 5% of hours in pay period – 13 days
- b. Employees with 3-15 years credible service – 7.5% of hours worked the first 50 weeks of year – 20 days (Except that for the final biweekly period of the leave year it will accrue at 12.5% of non-overtime hours worked in final two weeks of year)
- c. Employees with more than 15 years credible service – 10% of hours worked a pay period – 26 days

A maximum accumulation of 30 days (240 hours) is prescribed for all employees. Employee requests for waiver of the 240-hour accumulation limit will be in accordance with provisions of Army Regulation 215-3, Nonappropriated Funds Personnel Policy.

Employees may donate annual leave to other employees in accordance with applicable regulations.

Section 3. Approval of an employee's request for annual leave shall be granted, subject to work load requirements, provided the employee gives the appropriate representative of the Employer proper advance notice. When employees can be spared from their duties, annual leave will be granted freely for personal purposes.

Section 4. It is agreed that emergencies do arise that would preclude any advance notice or advance approval. When emergency situations occur, employees will inform the appropriate representative of the Employer if available. If not, the designated representative will be informed. The appropriate representative of the Employer will be informed within two hours after the beginning of the work shift of the first day of the absence, or as soon thereafter as possible. It is agreed that in these situations the employee will describe the emergency and give some estimation as to how long the employee wishes to be absent and the type of leave desired. The employee will be advised promptly as to whether or not the request for emergency leave is approved or disapproved.

Section 5. If requested to do so by individual employees, the Employer will, subject to work load requirements and available manpower, schedule annual leave for vacations of one week or more continuous duration for those employees who will have sufficient leave due and accrued for the purpose.

Section 6. In the event of conflict as to choice of vacation periods, individual seniority based on the employee's service computation date within each group of employees, will be applied. Once an employee has made their selection, the employee shall not be permitted to change selection if by so doing would disturb the choice of another. Every reasonable attempt consistent with work load requirements will be made to adhere to the established vacation schedule.

Section 7. It is agreed that it is the employee's responsibility to plan and request leave in a timely fashion in order to preclude the likelihood of end-of-the-year forfeiture.

Section 8. In case of transfer from one activity to another, previously scheduled annual leave for vacation purposes shall be brought to the attention of the gaining activity by the employee concerned.

Section 9. The Employer will announce any plan of shutdown or reduction in operation to employees as far in advance as practicable. Employees who cannot be utilized may be placed on annual leave, with or without their consent, or leave without pay if insufficient annual leave is accrued. Leave without pay may be approved upon request.

Section 10. The Employer will maintain a record of instances where the Employer requires an employee to take forced annual leave, and such record shall indicate the reason(s) for the action and shall be made available to the Union representative upon request.

Section 11. Approved absence otherwise chargeable to sick leave will be charged to annual leave if the employee so requests.

## **ARTICLE 15**

### **SICK LEAVE**

Section 1. Employees shall earn and be granted sick leave in accordance with applicable laws and regulations because of sickness, injury, or pregnancy.

Section 2. Regular full-time and regular part-time employees earn sick leave at the rate of five percent of the total hours in a pay status up to a maximum of 40 hours per week. The minimum accrual is 1/4 hour in a pay period. Sick leave is earned from the first pay period of employment and may be used when earned. Flexible employees have no entitlement to paid sick leave; however, flexible employees may request leave without pay for illness. There is no maximum accumulation of sick leave. The minimum charge for sick leave is 1/4 of an hour. The sick leave formula for all regular employees:

#### **ACCRUAL RATE – APPROXIMATE # OF SICK LEAVE DAYS EARNED EACH YEAR**

5% of hours worked in a pay period – 13 days

Section 3. Sick leave, if due and accrued, shall be granted to employees when they are incapacitated for the performance of their duties provided that employees not reporting for work because of incapacitation for duty, furnish notice to the Employer by telephone or a fellow employee, as soon as practicable, normally within two (2) hours after the beginning of their scheduled shift. Failure of the employee to notify the supervisor will result in a charge of absence without leave. It is to be understood that in every instance it is the employee's responsibility to make proper notification to the Employer on the first day of absence. Notification in itself does not necessarily mean that sick leave has been approved or disapproved.

Section 4. Employees on extended sick leave are expected to advise the Employer periodically of the status of their illness, and of the anticipated date of return to duty for purposes of preparing work schedules.

Section 5. Sick leave as necessary shall be granted to the extent due and accrued for medical, dental, or optical examination or treatment. Sick leave for these purposes normally will be applied for in advance, with minimum amounts of leave requested.

Section 6. Normally, employees shall not be required to furnish a medical certificate to support an application for sick leave of three (3) work days or less. In individual cases a certificate may be required for any amount of sick leave, and the employee will be advised in writing of this requirement.

Section 7. In exceptional cases where it is deemed unreasonable to require a medical certificate, a signed statement by the employee stating the nature of their incapacity and the reason why a certificate was not obtained may be accepted in lieu of the medical certificate.

Section 8. The Employer agrees that employees who are sent home sick by the Employer shall be granted sick leave for the remainder of the day. Granting of sick leave on subsequent days shall be in accordance with applicable laws and regulations.

Section 9. In cases of serious illness or disability, unearned sick leave not exceeding 30 days duration may be advanced to an employee upon request in accordance with applicable laws and regulations.

Section 10. The Union shall cooperate with the Employer in the effort to eliminate the abuse of sick leave and to encourage employees to use sick leave properly in accordance with applicable laws and regulations.

Section 11. An employee will not engage in any outside employment during absence on sick leave for their scheduled tour of duty.

## **ARTICLE 16**

### **FAMILY AND MEDICAL LEAVE**

Section 1. Under the Family and Medical Leave Act, eligible employees who have completed 12 months of Federal service may take a total of 12 weeks of unpaid family and medical leave during a 12 month period for one of the following reasons:

- a. The birth of a son or daughter and care of the newborn;
- b. The placement of a child with the employee for adoption or foster care;
- c. The care of a spouse, son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition; or
- d. A serious health condition of the employee that makes the employee unable to perform the essential functions of position.

Section 2. The Family and Medical Leave Act (FMLA) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons. Eligible employees may take up to 12 workweeks of leave during any 12-month period for certain family and medical reasons and up to 26 workweeks of leave during a single 12-month period for military caregiver leave.

Section 3. Employee has the right to be returned to same position or an equivalent position with equivalent benefits, pay status, and other terms and conditions of employment.

Section 4. An eligible employee has the right to continue health benefits during the period of FMLA leave and the option of paying share of premium on a current basis or paying upon return to work.

Section 5. Employees who have accrued leave will have the choice of taking accrued or unpaid leave.

## **ARTICLE 17**

### **LEAVE OF ABSENCE**

Section 1. Employees may be granted leaves of absence without pay in accordance with applicable laws and regulations. Such leaves of absence without pay shall not exceed a period of one year for each application.

Section 2. The Employer agrees that the Union may designate employee members as elected or appointed representatives to a Union office or as a delegate to any Union activity, which may necessitate a leave of absence. Upon written request from the employee supported by a statement from the Union, such employee may be granted annual leave or leave of absence without pay, provided manpower requirements permit.

Section 3. The Employer recognizes the obligation to provide employment within the rating the employee held upon the request for leave, or to any changed rating through reduction-in-force action or reclassification of the job, and in the current pay status of such rating, if the employee returns to work, provided the employee returns to work no later than at the end of the leave period.

Section 4. Employees who are on an approved leave of absence without pay status shall accrue all rights, privileges, and seniorities in respect to retirement, coverage under the Nonappropriated Fund Retirement Plan, and the Group Health and Life Insurance Program in accordance with applicable laws and regulations.

## **ARTICLE 18**

### **EXCUSED LEAVE**

Section 1. Absence and tardiness of less than one (1) hour may be excused by the Employer for adequate reasons. If not so excused, such absence shall be handled in accordance with applicable regulations. The employee will not be permitted to work during any period which the employee is charged annual leave.

Section 2. Any employee may be excused for a reasonable period, usually not to exceed three (3) hours, without charge to leave or loss of pay, to vote or register in any election or a civic matter of local or national nature.

Section 3. Employees who are prevented from working due to interruptions or suspensions of work operations which arise during their regular shift hours due to the acts of God, will normally be assigned to other work. If work is not available for such employees, administrative excusals with pay for the remainder of the shift shall be granted to eligible employees without charge to annual or sick leave. Questions concerning applicability of this section will be referred to the appropriate representative of the Employer.

## **ARTICLE 19**

### **POSITION CLASSIFICATION**

Section 1. The Army's standardized job descriptions and position guides will be used for all NAF positions. The job descriptions or position guides will reflect the major duties which are officially assigned and actually performed on a regular and recurring basis. Although the NAF Human Resources Office may make minor pen and ink changes to standardized job descriptions and position guides, the adding of additional major duties or deletions is not authorized because it may change the grade, pay level, or series of a position. When it has been determined that a major change in the description/guide is necessary, assignment of these duties to an employee may not exceed thirty (30) days without the initiation of a Request for Personnel Action (RPA).

Section 2. Each employee will be provided a copy of their official position description/guide during in-processing and will be furnished all subsequent changes.

Section 3. The Employer agrees that a craft and trade employee has the right to file a position classification complaint and appeal. Complaints may be filed on the accuracy of a job description, the official title of a job, the series, grade, or pay category. A position classification appeal may be filed only after position classification complaint procedures have been followed, and a written complaint decision has been received. The pay band system does not utilize discrete standards to allocate duties to a pay level and therefore is not subject to classification appeals. Questions or complaints relative to the allocation of a position to a particular pay band will be handled in accordance with applicable regulations.

Section 4. The request of an employee and/or their representative to discuss position classification matters or review classification standards with the Employer's representative will be honored. Appointments for this purpose will be established within ten (10) business days. This can be extended with the consent of both the Employer and the Union.

Section 5. Employees may be represented or assisted by a representative in discussing complaint/appeal matters in reviewing classification standards that pertain to the position, or in preparing and presenting a complaint or appeal.

## **ARTICLE 20**

### **PARTICIPATION IN WAGE SURVEY**

Section 1. The Union has the right to participate in local wage surveys.

Section 2. The Union may present recommendations for consideration by appropriate representatives of the Employer concerning the areas, industries, establishments, and jobs to be covered in the wage survey. The Employer will set the time and place for hearings.

Section 3. Employees selected as data collectors will be carried in an official duty status while performing these duties.

## **ARTICLE 21**

### **PROMOTIONS AND DETAILS**

Section 1. It is the policy of this installation to fill vacant Nonappropriated fund positions on the basis of merit and qualifications. The qualifications of candidates will be evaluated by fair and equitable methods which are subject to the Grievance & Arbitration procedures contained in this agreement.

Section 2. Details in excess of 30 days will be recorded on a Request for Personnel Action (RPA). Details of employees to a higher grade position or to a position with known promotion potential will be considered after 30 days for temporary promotion NTE 180 days.

Section 3. Non-competitive temporary promotion action may be utilized to fill higher grade positions for periods not to exceed one hundred twenty (120) days. Temporary promotions expected to last longer than 120 days must be competitively announced.

Section 4. The Employer will, whenever possible, promote using merit and seniority as guiding principles.

Section 5. The Employer agrees to provide work related experience for lower grade employees as circumstances permit through procedures provided by Sections 2 and 3 above.

## **ARTICLE 22**

### **PERFORMANCE EVALUATION**

Section 1. Eligible employees will be given written performance standards within thirty (30) days of entry on duty or assignment to a new position, and an annual performance rating.

Section 2. The Employer will conduct a mid-point and annual performance evaluation for all NAF employees (NF, CY and Federal Wage System) using the Annual Performance Review and Development Plan Worksheet (Non-Managerial Personnel). This worksheet supports the annual rating for DA Form 3612, Nonappropriated Fund Instrumentality Employee Performance Rating. The Employer will notify the Union in advance of any changes to the developmental worksheet prior to the annual performance review period.

Section 3. The Employer will counsel employees regarding overall performance at least two times during the rating period. When a record is made of counseling, the employee may be furnished a copy upon request, and have the right to make comments concerning any disagreements.

Section 4. During these counseling sessions, employees will be informed of steps that can be taken to improve their performance rating. Ratings less than satisfactory will require written

documentation to support the evaluation prior to any adverse action being initiated. Employees will be given copies of their evaluation.

Section 5. An employee will be informed of their right to Union representation prior to meeting when an unsatisfactory evaluation is projected.

Section 6. Employees may grieve annual performance ratings of satisfactory, minimally satisfactory, and unsatisfactory up to the level of the Director, DFMWR. If an employee grieves, the employee has the right to Union representation.

Section 7. In the event an employee grieves their performance rating, the grievance will be submitted in writing to the rater within fifteen (15) calendar days after receipt of the rating.

## **ARTICLE 23**

### **PAY AND AWARDS**

Section 1. AR 215-1, AR 215-3, and IMCOM Regulation 230-1, will be followed for pay adjustments and awards. The following lump sum bonus and pay increase percentages may be given as an incentive based on performance for all eligible employees beginning on the first full pay period following June 1, 2016 and for every consecutive June 1 for the duration of the collective bargaining agreement:

Excellent – Up to 5%  
Outstanding – Up to 15%

Section 2. Annually, the Employer will share implementation guidance on pay and awards with the Union. Pursuant to Article 3, Section 3, the Union will have 5 business days for review.

Section 3. The Department of Defense Wage Fixing Authority, CPMS, is responsible for developing and issuing Nonappropriated Fund Pay Schedules. Crafts and Trades employees will receive within-grade increases in accordance with AR 215-3.

Section 4. Employees will be given pay increases reflected on the pay schedules released by the DOD Wage Fixing Authority, CPMS for the Muscogee County, Georgia and Okaloosa County, Florida wage areas.

Section 5. The upper and lower levels of the pay bands will be adjusted by the pay increases through Department of Defense DODI 1400.25 Volume 1405.

Section 6. Sunday premium pay, and night or shift differential eligibility, will continue as defined in AR 215-3 for personnel occupying eligible positions in both Crafts and Trades and the Pay Band system.

The Sunday premium pay rate is 25 percent of basic rate for all hours worked on Sunday. An employee is entitled to basic rate of pay plus Sunday premium pay for all hours of a regularly scheduled non-overtime tour of duty when any part of the scheduled tour is performed on Sunday.

The night and shift differential rate is applicable to eligible employees as follows:

## **HOURS - % ADDED TO BASIC PAY**

3 p.m. – 12 a.m.	7.5%
11 p.m. – 8 a.m.	10%

**Night and shift differential** will be paid for all regularly scheduled work. An eligible employee will be paid a night or shift differential **when the majority** of the employee's regularly scheduled non-overtime hours of work fall within the eligible time. In determining a majority, the number of whole hours greater than one-half of the scheduled shift is counted. Night shift differentials are included in the rates of basic pay which are used for computing overtime pay, Sunday pay, retirement, group life insurance, and severance pay.

## **ARTICLE 24**

### **BUSINESS BASED ACTIONS (BBA)**

Section 1. This section provides procedures for effecting reductions and realignment that are necessary to conduct operations in an effective manner. The following provisions cover regular employees and also flexible employees who have been on the rolls of the NAFI for 3 continuous years.

Section 2. In no case may BBA be used to separate, demote, or reduce pay or hours for inadequate performance or disciplinary problems.

Section 3. BBA are non-disciplinary, involuntary actions taken by management to adjust personnel resources with a minimum of disruption to operations. While some MWR activities are not businesses, they still must be staffed in the most economical manner consistent with maximum efficiency. BBA include, but are not limited to:

- a. Reduction in Pay Rates (NF employees only)
- b. Reduction in Pay Level/Grade
- c. Reduction in Hours of Work
- d. Change in Employment Category
- e. Furlough
- f. Separation

Section 4. Advance Planning: Reductions and realignments should be given top management attention to decrease adverse effects on employees and on the future effectiveness of the activity involved. Careful planning is necessary to lessen the impact, prepare employees, and to forestall administrative and morale problems caused by hasty action. Good Employer – employee relationships require that management show concern for the employees' problems, morale, and economic security. Employees should be kept informed of plans that will affect them.

In planning to reduce or realign the workforce, it is important to consider each of the various actions that can be taken. For example, in order to meet a need to reduce the scope of an operation, a reduction in hours of work for all employees may be more acceptable than the separation of some

employees. The tools available to management are sufficiently diverse to allow the effects of reductions to be broadly spread and thereby minimizing the impact on the workforce.

All actions which result in the reduction or separation of 50 or more employees requires written notification be furnished through command channels not less than 30 days prior to implementation. Guidance for the information required to be reported is located in AR 5-10, Relocation and Realignment Actions.

The Civilian Personnel Advisory Center will also provide advance notice of reductions involving 25 or more employees to the Department of Labor as required in AR 215-3, paragraph 14-4A (3).

Section 5. Tenure following active military duty: Regular employees restored to duty through exercise of statutory rights following active military duty are entitled to the retention priorities specified below:

- a. Retention rights for 1 year: Employees who are entitled to be retained for 1 year after exercising their reemployment rights under section 9 of the Military selective service Act of 1967, (50 USC app 451 ET seq) will be given priority in retention over other employees until the expiration of the 1 year period. This includes employees who enlist (other than in a reserve component) and those who were ordered or called to active duty (other than for training or physical examination).
- b. Retention rights for 6 months: Employees who are entitled to be retained for 6 months after exercising their reemployment rights will be given retention priority over other employees until the expiration of the 6 month period. This includes members of the Reserves and National Guard reemployed after having served an initial period of active duty for training.

An employee with the above retention priority who would otherwise be affected by a BBA will be temporarily passed over until completion of the statutory retention period, providing the employing NAFI is not dissolved during that period.

Section 6. A transfer of function is the transfer of a continuing function from one NAFI and its addition to one or more other NAFIs or the movement of the function to another commuting area, except when the function involved is virtually identical to functions already being performed in the other NAFI or commuting area. A function is transferred when it disappears or is discontinued at one location and appears in identifiable form at another location.

When one or more functions of a NAFI are transferred, regular employees identified with the transferring function will be transferred with the function if the alternative is separation or demotion. If they decline to move, they may be separated without prejudice. A written offer of transfer will be made at least 30 calendar days prior to the effective date of the transfer and a written declination of the offer of transfer will be obtained within 15 calendar days of receipt of the offer from each employee who declines to move with their function.

Section 7. When it becomes necessary to reduce or realign the workforce, the head of the activity will obtain the concurrence of the next higher level prior to initiating any actions.

The determination of the positions to be affected, and the type of personnel actions to be taken with respect to each of the employees, will be made by the head of the activity. Such decisions

will consider the cause for the reduction, whether it is a temporary or permanent situation, the importance to the activity of the various functions, and the changed mission or organization.

Determinations of the specific employee to be affected will be based on factors such as employee knowledge, skill, and ability as demonstrated through performance. Covered employees must be ranked to determine the order in which they will be affected. The ranking process must include performance and seniority. In determining ranking the employee's last two performance ratings must be considered as a minimum. In the absence of documented performance ratings, a satisfactory rating will be presumed. Where there is a tie in scores, seniority will be used as the basis for determining the affected employee.

Employees have a right to grieve within 15 calendar days after the effective date of the BBA if they believe regulations and procedures were not properly applied.

Section 8. Effecting BBA: Upon identification of the employees to be affected, the official initiating the action will record the basis for the actions to be taken. This record will include:

- a. The business or operational conditions that necessitated the reduction or realignment.
- b. The basis used for determining which employees are impacted.
- c. The names of all employees and the actions taken on each.

Notices will not be issued between 15 December and 3 January. Written notification will be provided to all affected employees and the notice letter will:

- a. State the action being taken, including position title, series, grade or pay band level, and rate of pay when applicable.
- b. State the reason why the action was necessary.
- c. Advise employee of the right to review the records used to determine those employees to be affected. (Applicable only when more than one employee occupies an affected position.)
- d. If the action is separation, include the statement: This action is non-prejudicial and does not preclude re-employment.
- e. Advise of severance pay entitlement when applicable.
- f. Advise of loss of retirement, saving plan and insurance participation when appropriate.
- g. Advise of placement on the local re-employment priority list and HQDA priority consideration system when applicable.
- h. Advise of eligibility for Civil Service positions for one year from date of separation under the DoD/OPM Interchange Agreement.
- i. Advise of employee's right to grieve.

All actions requiring a DA 3434 (except separation) will be effective on the first day of a pay period.

## Section 9. Notice Periods:

### a. Separation:

- (1) Regular employees will receive a minimum 30-day advance written notice.
- (2) Covered flexible employees will receive a minimum 7 calendar day advance written notice.

b. Reduction in Pay Rate: This action may only be taken on NF employees and requires a minimum 7 calendar day advance written notice for both regular and flexible employees. Reduction in pay rate does not require a change in duties.

c. Reduction in pay level-grade: An NF employee may be reduced in pay level and an NA or NL employee may be reduced in grade only in consonance with a change to the position. A minimum advance written notice of 7 calendar days will be provided all employees.

### d. Reduction in hours of work:

- (1) Regular part-time employees will be given a minimum 7 calendar day advance notice.
- (2) Flexible employees will be given a minimum 24 hours advance notice.

e. Change in employment category: An advance minimum written notice of 30 days will be given when a regular full-time employee is changed to regular part-time or flexible, when a regular part-time employee is changed to flexible, or when a regular employee is changed to seasonal.

f. Furlough: Furlough is a non-duty, non-pay status and is appropriate only for regularly scheduled employees. During a furlough period, no type of leave may be used. When furloughing employees, advance written notice will be provided in accordance with law and government-wide regulation to include 5 C.F.R. Part 752.

Section 10. All records outlined in Section 8 above, along with copies of employee notifications, will be retained by the employing activity for a period of 1 year.

Section 11. Re-employment priority list: Each activity that has separated regular employees by business based actions will retain the employees' names for 1 year from date of separation. When a regular vacancy occurs at the same level and duties of their former positions, they will be offered the position. If more than one person is eligible, the individual with the earliest date of separation and/or seniority will be offered the position. If the individual declines the offer name will be removed from the list. A person on the list will also be offered priority consideration for positions in other NAF's in the commuting area if the vacancy is being filled on a competitive basis.

## Section 12. Contracting Out of Bargaining Unit Work

- a. The Employer agrees to notify the Union in writing and consider its views before any work that is historically done by a group of bargaining unit employees, is locally considered for contracting out to private companies.
- b. Notification should take place at least thirty (30) days before the contract for services is solicited for bid.

## **ARTICLE 25**

### **SEVERANCE PAY**

Section 1. In accordance with AR 215-3, regular employees who have completed at least 12 consecutive months of regular service will receive severance pay as a result of a business based action when a regular employee is:

- a. Separated
- b. Changed to Flexible status
- c. Changed from Full-Time and declines the Part-Time position
- d. Reduced in pay and declines the position
- e. Changed from Regular to Seasonal and declines the position
- f. Furloughed for more than 60 days declines the furlough

Section 2. The amount paid will follow AR 215-3 guidelines for calculation of severance pay.

## **ARTICLE 26**

### **DISCIPLINE**

Section 1. The Employer and the Union agree that the primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee-management relations.

Section 2. Disciplinary or adverse actions will be administered in a fair and impartial manner and no employee will be discharged or otherwise disciplined except as provided by laws and regulations. A disciplinary action is defined as an official written reprimand or suspension of fourteen (14) days or less. An adverse action is defined as a removal, a suspension for more than fourteen days (14) days, a reduction in grade or pay.

Section 3. When a decision is made to effect a disciplinary or adverse action, the employee will be informed of their right to submit a grievance or appeal.

Section 4. Employees are responsible for proper performance on the job, obeying rules and regulations, proper respect for authority, proper conduct on the job, and conduct off the job that will reflect favorably on the installation and the Federal service as a whole.

Section 5. Nothing contained in this article or agreement shall preclude any employee from exercising any grievance and appeal rights granted by law, executive order, rule or Department of the Army policy.

Section 6. In accordance with the Weingarten Act, an employee, during questioning or examination in connection with an investigation by any representative of the Employer, who reasonably believes that the investigation may result in disciplinary action, has the right to a representative of the Union being present, if the employee makes such request. This right does

not apply to everyday work-related communication between supervisors and employees, or to discussions relating to job performance.

## ARTICLE 27

### **GRIEVANCE PROCEDURES**

Section 1. The purpose of this article is to provide a procedure for the consideration of grievances involving the interpretation or application of this agreement, and personnel policies, practices, procedures and working conditions.

Section 2. Coverage: A grievance means any complaint:

- a. By any employee within the bargaining unit on matters relating to personnel policies, procedures, and working conditions of the employee.
- b. By the Union or the Employer covering:
  - (1) The application or interpretation or claim of breach of this agreement.
  - (2) Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation of appropriate authorities outside the agency.
- c. Except that it shall not include:
  - (1) Any claimed violation relating to prohibited political activities.
  - (2) A suspension or removal for national security reasons (Sec 7532, PL 95-454).
  - (3) Allegations of discrimination because of race, age, color, religion, sex, sexual orientation, genetic information, disability, national origin, or reprisal for engaging in any of the protected basis under federal law. These complaints are processed under the Equal Employment Opportunity procedures.
  - (4) Non-selection for promotion from a group of properly ranked and certified candidates.
  - (5) Written notices of proposed actions or warning letters.
  - (6) Granting or not granting an honorary or monetary award.
  - (7) Separation for abandonment of position (at least 3 days)
  - (8) Separation of probationary and flexible hires, unless:
    - (a) The flexible employee has a tenure of more than 18 months and is being removed for cause.
    - (b) Removal of flexible employees during a BBA will follow AR 215-3 procedures.
  - (9) Retirement, Life Insurance, or Health Insurance.
  - (10) A grievance or complaint processed and decided by other than the negotiated grievance procedure.
  - (11) Allegation of mismanagement when no form of personal relief to the employee is appropriate.
  - (12) Any matter which has been raised as an unfair labor practice (ULP) charge. (
  - (13) Position classification which does not result in the reduction in grade or pay of an employee.
  - (14) Matters accepted by the Inspector General.
  - (15) Reassignment to a position at the same rate of pay and appointment category.

Section 3. This procedure shall be the only procedure available to the parties and the employees in the unit for resolving grievances which fall within its coverage. When this procedure is utilized, the employee or group of employees presenting the grievance may be represented only by the Union or a representative of the Union; however, an employee or group of employees may present grievances to the Employer and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this agreement and the Union is given the opportunity to be present at the time of the adjustment.

Section 4. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this agreement, or is subject to arbitration under this agreement, may be submitted by agreement of the parties, to arbitration.

Section 5. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance and shall be raised during the grievance procedure.

Section 6. The Employer and the Union recognize and endorse the importance of settling complaints and grievances promptly and equitably at the lowest possible supervisory or management level. The parties of this agreement agree to work toward this end.

Section 7. An aggrieved employee shall be granted a reasonable amount of time without charge to leave or loss of pay to process their grievance, to include time to secure advice on their rights and privileges, obtain information or assistance, prepare documents and present the grievance.

Section 8. An employee will, upon request, be furnished information from official records which has a bearing on their grievance. In addition, the employee will be provided full access to, and where feasible, extracts or copies of all relevant regulations and official directives.

Section 9. Union representatives who are employees may, if otherwise in a duty status, use a reasonable amount of official time without charge to leave or loss of pay for the purpose of participating in the personal presentation of a grievance, including any meeting/hearing held in connection therewith.

Section 10. No proceeding may be initiated under Sections 12 or 13 after the 15th calendar day following the incident from which the grievance arose unless the initiating party was not aware of being aggrieved. In such cases, the aggrieved party must initiate the grievance within fifteen (15) calendar days after becoming aware of the act or omission which occurred. Grievances resulting from continuing conditions may be presented at any time. In no case shall a grievance be presented later than three calendar months after the date of the act or omission occurred. Grievance resulting from continuing conditions may be presented at any time.

Section 11. At each step following in this procedure, the parties may call voluntary employee witnesses who shall suffer no loss of pay for so serving, and who may be questioned by either party. Failure on the part of the representative of the Employer to comply with prescribed time limits shall permit referral to the next succeeding step of the procedure unless an extension has been mutually agreed upon. Failure on the part of an aggrieved employee, without good cause, to abide by the time limits specified by this article shall be grounds for termination of the grievance. If an employee resigns, dies, or is separated by any action other than removal before a decision is reached on a grievance being processed, and no compensation issue is involved, action will be

stopped and all interested parties will be notified that the case is being closed without decision. In the event a grievance is resolved at Step 1, 2, or 3 of this procedure, the responsible representative of the Employer will forward the grievance file to the Civilian Personnel Advisory Center for appropriate filing and disposition.

Section 12. A grievance shall contain sufficient detail to identify and clarify the basis of the grievance; shall specify the personal relief requested by the employee; and shall identify the designated representative, if any. A grievance may be returned to the employee when the issue(s) and corrective action desired are not clearly defined. A grievance so returned may be resubmitted within five (5) workdays after receipt provided the specific nature of the grievance and the corrective action have been properly identified. In the event a new issue is introduced, at any step of the procedure, the parties may mutually agree to modify the grievance to include a new issue, or a new grievance may be presented at the appropriate level on the new issue.

Section 13. All employee grievances to which this article applies shall be processed under the formal procedures as outlined in this section. The issues shall be fully discussed at each step, with a view to early and equitable settlement, and in an atmosphere free, so far as possible, from hostility, recrimination, or personal attack. All grievance discussions shall be conducted during the regular workweek of Monday through Friday.

- a. Step 1: The grievance shall be presented in writing as outlined in Section 11 above, by the employee or the Union representative if the employee so elects to be represented by the Union, to the employee's immediate supervisor. The grievance may be presented to the second-line supervisor if the employee believes that processing of the grievance by the immediate supervisor would be prejudicial to their interest.

The supervisor will meet with the aggrieved employee and the Union representative, if any, and appropriate management officials, within five (5) workdays after receiving the grievance in an attempt to settle the grievance. The supervisor will give a written decision concerning the grievance within five (5) workdays after the meeting.

- b. Step 2: If the decision rendered at Step 1 is not acceptable, the employee or the Union Representative, if any, may present the grievance within five (5) workdays after the receipt of the decision, to the Division Chief or designated representative (or comparable level in a non-directorate organization). The Division Chief will meet with the aggrieved employee, the Union representative, if any, and appropriate management officials, within five (5) workdays after receiving the grievance. The Division Chief shall render a written decision concerning the grievance within five workdays after the meeting.
- c. Step 3: If the decision rendered at Step 2 is not acceptable, the employee or the Union Representative, if any, may present the grievance within five workdays after receipt of the decision, to the appropriate Director (or comparable level in a non-directorate organization). The Director or designated representative will meet with the aggrieved employee, the Union representative, if any, and appropriate management officials, within five (5) workdays after receiving the grievance. The Director or designated representative shall render a written decision concerning the grievance within five (5) workdays after the meeting.
- d. Step 4: If the decision rendered at Step 3 is not acceptable, the President of the Union or designated representative may, within five (5) workdays after receipt of such decision, submit a written request to the Director, Civilian Personnel Advisory Center for review and decision by the Commander. The Commander, or designated representative shall meet,

within ten (10) workdays from the date of receipt of the grievance by the Director, Civilian Personnel Advisory Center, with the President of the Union or representative, the aggrieved employee, and appropriate management officials to obtain full and complete information in an attempt to resolve the grievance.

The appropriate representative of the installation Commander will render the written decision within 10 workdays after the meeting.

Section 14. In the case of identical grievances involving a group of employees, one employee's grievance may be selected by the Union for processing and all decisions for that one grievance will be binding on the others.

Section 15. All grievances concerning interpretation or application of this agreement initiated by the Union or the Employer will be processed under this section.

- a. Informal Procedure: All grievances under this section shall first be taken up orally by the President of the Union or designated representative, with the Civilian Personnel Advisory Center or designated representative or vice versa in an attempt to resolve the issue informally. Discussion may include other levels of the Employer or the Union as deemed appropriate by the parties. The Director, Civilian Personnel Advisory Center or the President of the Union shall render a written decision within five (5) workdays after the conclusion of the meeting. When the issues are not resolved by this informal method, either party may refer the matter for processing under the formal procedures.
- b. Formal Procedure: When issues are not resolved by the informal procedure, the initiating party may, within five (5) workdays after receipt of the written decision, submit a request to the other party that a conference be arranged between the Commander and Union President or their representatives. Such conferences shall be convened within ten (10) workdays after receipt of the request and may be attended by other officials as deemed appropriate by the parties. A written decision will be rendered by the party to whom the dispute was submitted within ten (10) workdays after the meeting, and the grieving party shall have an additional ten (10) workdays in which to make written request for binding arbitration on any issues it still considers have not been resolved.
- c. This section is not applicable to grievances previously initiated under section 12.
- d. At either of the foregoing procedures the parties may agree that the matter should be referred to a lower level for consideration.

Section 16. Nothing in this article shall preclude the right of the Union to have presented, subsequent to the informal proceedings, a duly designated nonlocal Union representative. The attendance of such Union representative shall be upon request of the Union and shall not result in any additional cost to the Employer.

## **ARTICLE 28**

### **BINDING ARBITRATION**

Section 1. If the Employer and the Union fail to settle any grievance arising under article 27, Grievance Procedures, such grievance shall, upon written notice by the party requesting arbitration to the other party, be referred to arbitration. Arbitration of a grievance may be invoked only by the Employer or the Union, and does not require the approval of the employee or

employees involved. The arbitrator will confine consideration to the interpretation of the provisions of this agreement.

Section 2. Written request for arbitration must be served within fifteen workdays following the conclusion of the last step of the grievance procedure. Within five workdays after notification, the party desiring arbitration shall request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within five workdays after receipt of such list. A toss of a coin will determine who strikes first. The Employer and the Union will each strike one arbitrator's name from the list of seven and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 4. The fee and expense of the Arbitrator shall be shared equally by the parties, provided that travel and per diem costs to the Employer shall not exceed the maximum rate authorized for DOD employees under Volume 2 of the Joint Travel Regulations. All representatives, appellants, and witnesses who are on duty shall be in a pay status without charge to annual leave while participating in the arbitration proceedings, which will be confined to the Installation.

Section 5. The arbitrator will be requested by the parties to render their award, dated, as quickly as possible but in any event no later than 30 calendar days after the conclusion of the hearing(s), unless the parties otherwise agree. The award will be dispatched on the date of the award.

Section 6. The arbitrator shall render their award to the Employer with a copy to the Union, which will be binding on both parties. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, as prescribed in Section 7122, Public Law 95-454.

Section 7. The arbitrator may grant attorney fees as prescribed in Section 7135, Title VII, Public Law 95-454.

## **ARTICLE 29**

### **UNFAIR LABOR PRACTICES**

Section 1. The Employer and the Union fully recognize their respective obligations and restraints as prescribed in Title VII, Civil Service Reform Act, the violation of which constitutes an Unfair Labor Practice.

Section 2. The parties agree that when it is desired to serve notice on the other for an unfair practice, such notice will be in the form of an Unfair Labor Practice Charge. The notice will clearly identify the issue(s) or action(s) which prompted the complaint and the relief sought. The parties will act promptly and earnestly to resolve the issue(s) through the informal process, during the 30-day period from date of receipt of the notice. This time may be extended by mutual agreement.

If settlement is not achieved during the informal process, a formal charge may be filed with the Regional Director, Federal Labor Relations Authority, a copy of which will be provided to the other party.

## **ARTICLE 30**

### **HEALTH AND SAFETY**

Section 1. The Employer will make every effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner. The Employer shall take prompt and appropriate action to correct reported deficiencies.

Section 2. The Union agrees to cooperate in maintaining an effective and continuous accident prevention program by encouraging unit employees to work in a safe manner and to report promptly any unsafe work practices or conditions to appropriate representatives of the Employer, and if injured on the job, to report or have same reported to the Employer on appropriate accident form as quickly as possible, but not later than 48 hours after the injury. Reports submitted after 48 hours will require full justification for delay.

Section 3. The Employer agrees that work in areas where there are conditions that are unsafe or detrimental to employee health or safety should be reported immediately to appropriate source. Proper training and personal protective equipment, special clothing, or safety devices will be furnished as required by regulatory requirements and determined needs. Management will investigate reported conditions as quickly as possible.

Section 4. The Employer and the Union agree that a safety committee will be formed which will meet at least once each quarter or more if required. The committee shall consist of one appointed Assistant Safety Officer from each division (5 divisions), two Union representatives, and the DFMWR Safety Officer. The list of Assistant Safety Officers and Safety Committee members from each division will be posted annually in every work site. A Union representative will serve as the official recorder of minutes for each committee meeting and will provide a copy of minutes to the FMWR Director.

Section 5. It will be one of the functions of this committee to make recommendations to the Employer for the purpose of eliminating and controlling unsafe and unsatisfactory conditions liable to cause injury or illness to employees.

Section 6. Time will be allowed by the Employer (normally five minutes) to clean equipment, work areas, and for personal hygiene; however, employees will not leave their work area prior to the end of the work day.

## **ARTICLE 31**

### **UNIFORMS**

Section 1. The Employer agrees that all employees who are required to wear uniforms and/or name tags will have such items furnished by the Employer so long as the requirement exists.

Section 2. Employees assigned to work in the DFMWR who are required to wear uniforms, will be issued a minimum of 2-4 complete uniforms of proper size each fiscal year, depending on the work schedule. Uniforms should be clean, in good repair, and worn in accordance with the DFMWR dress policy.

## **ARTICLE 32**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. It is the policy of the Employer that all eligible persons (applicants for employment, current and former employees) are assured equal opportunity in employment practices. Neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, national origin, sex, sexual orientation, age, religion, disability, genetic information, or reprisal for engaging in any of the protected basis under federal law.

Section 2. Harassment: The Employer will ensure that employees are not subject to any form of harassment; to include race, color, sex, sexual orientation, age, religion, disability genetic information, or any other protected discriminatory factor prohibited by federal law or regulations by the Employer's supervisors or agents and by its non-Union supervisory employees.

Section 3. Definition of terms:

- a. Harassment: An action that unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.
- b. Sexual Harassment: A form of discrimination that includes, but is not limited to, sexual advances or requests for sexual favors that directly or indirectly imply that submission or rejection could affect an individual's employment. Sexual harassment may also involve unwanted verbal, visual, or physical conduct of a sexual nature, which creates an "offensive" work environment.
- c. Verbal Harassment: The flagrant use of foul or offensive language, jokes, derogatory slurs, or comments concerning an individual's race, color, national origin, sex, sexual orientation, age, religion, disability, genetic information, or reprisal for engaging in any of the protected basis under any federal law.
- d. Physical Harassment: The use of physical force against an individual because of the individual's race, color, national origin, sex, sexual orientation, age, religion, disability, genetic information, or reprisal for engaging in any of the protected basis under federal law.

Section 4. The Employer recognizes the Union's responsibility for making contributions to the national goal of equality of opportunities. The Union may submit a list of nominees to the Equal Employment Manager for consideration of performing EEO Counselor duties.

## **ARTICLE 33**

### **PAYROLL DEDUCTION OF UNION DUES**

Section 1. The Employer shall deduct dues from the pay of all eligible employees who voluntarily authorize such deductions and who are employed within the bargaining units for which the Union holds exclusive recognition, in accordance with the provisions set forth herein.

Section 2. Union dues shall be deducted by the Employer from an employee's pay each payroll period when all of the following conditions have been met:

- a. The employee is either a member in good standing of the Union or has applied for membership in the Union subject to the payment of their first month's dues through voluntary allotments as provided herein.
- b. The employee's earnings are regularly sufficient to cover the amount of their allotment.
- c. The employee has voluntarily authorized such a deduction on Standard Form 1187, "Request for Payroll Deductions for Labor Organization Dues", supplied by the Union.
- d. The President or Secretary-Treasurer of the Union has completed and signed Section A of Standard Form 1187 on behalf of the Union and transmitted the form to the payroll office.

Section 3. The Union shall be responsible for procuring Standard Form 1187, distributing the form to its members, certifying as to amount of dues, and informing and educating its members on the program for allotments for payments of dues and the uses and availability of the required form.

Section 4. The Union shall be responsible for refunding any unauthorized deductions or excess payments either to the employee or the Employer, as required.

Section 5. An allotment form may be submitted to the appropriate payroll office at any time. Deduction of dues to the Union shall begin with the first pay period which begins after receipt of properly completed and signed Standard Form 1187 by the payroll office and must remain in effect for a minimum period of one year as required by the CSRA.

Section 6. The amount of dues to be deducted each pay period shall remain as originally certified to on Standard Form 1187 by the appropriate official of the Union until a change in the amount of such deductions is certified to by such official and such certification of change is duly transmitted to the payroll office.

Section 7. Any change in the amount of the employee's regular dues with resultant change in the amount of the allotment of such employee per pay period shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by the payroll office, or at a later date if requested by the Union. Changes in the amounts of any Union dues shall not be made more frequently than once in any period of 12 consecutive months.

Section 8. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action upon loss of exclusive recognition by the Union; when this article is suspended or terminated by an appropriate authority outside the Department of Defense; or when the employee has been suspended or expelled from the Union.

Section 9. An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission to the payroll office of a Standard Form 1188, "Cancellation of Payroll Deductions for Labor Organization Dues", properly executed in duplicate by the individual employee. The installation will maintain a supply of Standard Forms 1188 and will make this form available to employees upon request. It is the employee's responsibility to see that their written revocation is received in the Defense Finance and Accounting Office on a timely basis.

Section 10. When an allotment for deduction of Union dues has been started, it must remain in effect for a minimum period of one (1) year, as required by Section 7115(a) of the Civil Service Reform Act. When revocation of dues is submitted, it will be effective at the beginning of the first full pay period following the first anniversary date.

Section 11. After the one (1) year period (anniversary date) has been met, revocation will be effective at the beginning of the first full pay period following 1 September of each calendar year.

Section 12. The Union shall notify the appropriate payroll office, in writing within five days, when any member of the Union who has voluntary allotment of Union dues, is expelled or for any other reason, ceases to be a member in good standing.

Section 13. The Employer shall transmit to the Union within three work days after each pay day all of the following information:

- a. A list which identified each employee member of the Union on voluntary allotment and the amount of the allotment deduction made for each employee. The list will include monetary amount of allotment deductions terminated with the pay period covered, and the reason for any such termination.
- b. A check drawn on the appropriate Nonappropriated Fund Payroll Office made payable to Service Employees International Union/National Association of Government Employees, Local 679, in the amount equal to the grand total of all such monetary allotment deductions made, will be issued, following each pay period.

Section 14. Where the negotiation of this agreement is pending or in process, and the parties are unable to complete such renegotiating by the termination date of the agreement as a result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question on representation involving employees in the unit, payroll withholding of the dues of members of the Union shall be continued until resolution of the dispute or issue.

## **ARTICLE 34**

### **PARKING**

Section 1. The Employer agrees that employees will be permitted to park in any parking spaces except those officially designated as reserved parking spaces. It is agreed that where parking areas are provided for use of customers/patrons, employees are not to utilize such areas. One parking space in close proximity to the Union office will be reserved for the Union.

Section 2. Available parking facilities will be provided for employees who are physically handicapped in close proximity to their work area.

## **ARTICLE 35**

### **USE OF FACILITIES**

Section 1. The Employer agrees to provide the Union with a reasonable amount of space consisting of at least one-fourth of a bulletin board for posting appropriate notices where employee information is posted. The Union shall be responsible for posting and removing material in its assigned space, and agrees not to post material that violates any laws or applicable regulations.

Section 2. The preparation of the aforementioned bulletins, notices, and other Union materials will be accomplished on non-duty time.

Section 3. The Employer agrees to provide space as needed for use by the Union for official business only. In this connection the Union will normally give the Employer a 2-workday notice of the need. The use of these facilities for any other purpose must have prior approval of the Employer. The Union will exercise reasonable care in using facilities and will maintain same in a clean and sanitary condition. In the event the Union expresses a need for space on a continuous basis, this matter will be subject to negotiation.

## **ARTICLE 36**

### **HEALTH AND LIFE INSURANCE, RETIREMENT, AND OTHER BENEFIT PLANS**

Section 1. The parties recognize that the agency has established certain benefit plans for eligible NAF employees, e.g.:

- a. NAF Health Benefit Program
- b. Army NAF Employee Retirement Plan
- c. NAF Employee 401(K) Savings Plan

The parties agree that these plans are solely within the control of the agency and that bargaining unit employees who desire to do so may join these plans if they meet eligibility requirements. The parties also recognize that these Army-wide plans are subject to periodic changes and rate increase and that such changes are within the discretion of the agency and do not require Union notification and bargaining. Employees will be notified of plan changes and open season time periods by the agency and will be oriented to the benefits and use of the plans.

Section 2. Army Group Health Insurance will be provided to employees with the option of enrollment. Enrollment will result in employee payment of 30 percent and Employer payment of 70 percent of premium. All parties understand that premium costs are mentioned as informational and not negotiable since the costs are determined by Public Law 103-337.

## **ARTICLE 37**

### **RESIGNATION**

Section 1. Employees who have submitted a written resignation may request consideration of withdrawal of same. Such request will be granted, except:

- a. When the employee's position has been abolished or is scheduled to be abolished; or
- b. A commitment of the position to be vacated has been made to someone else.

Section 2. If the decision is to deny the employee's request, such decision will be provided in writing, to include the reason(s) for the disapproval. If the decision is to grant the employee's request for withdrawal, the employee should be so informed verbally.

## **ARTICLE 38**

### **SMOKING CESSATION**

Section 1. Smoking, use of smokeless tobacco and vapor/electronic smoking products is prohibited in all workplaces or in performance of duty, in all military vehicles and aircraft, and all official vans and buses. The workplace includes any area inside a building or facility where work is performed by military personnel, civilians, or persons under contract to the Army.

Section 2. Employees will not be denied the right to smoke, and will be authorized appropriate break time for this purpose. However, smokers will not be allowed additional time beyond routine breaks to be away from their jobs for smoke breaks.

Section 3. Formal disciplinary action for violations may be initiated in accordance with the negotiated agreement and governing regulations.

Section 4. To the maximum extent possible, smoking cessation programs will be offered for civilian employees without charge to leave.

Section 5. The Employer will not administer disciplinary action against any employee as a reprisal for being a smoker or nonsmoker.

**ARTICLE  
39**

**USE OF GOVERNMENT COMPUTERS AND PERSONAL CELL  
PHONES**

Section 1. Government computers will be used for official use only.

Section 2. Employees may not make or receive personal cell phone calls or text messages on personal cell phones or hands free devices while on duty, but may be used during authorized breaks and lunchtime. Office phones are the preferred method for employees to receive emergency calls. However, if office phones are unavailable, employees may use their personal cell phone. If necessary for business purposes, employees may utilize personal cell phones.

Section 3. The Union officers (President, Vice President, and Secretary/Treasurer) are permitted to use personal cell phones for representation purposes during working hours, within reason.

**ARTICLE 40**

**RESPONSE TO CHILD ABUSE ALLEGATION**

Section 1. In response to a child abuse allegation, the Employer will reassign the employee to a facility without children until the Case Review Committee (CRC) and law enforcement authorities make a determination on the case.

Section 2. The Employer will determine reassigned work hours based on the employee category (RFT, RPT or Flex) and the past 30 day schedule.

Section 3. The Employer cannot determine duration for reassignment until AFTER the Social Work Services makes an assessment; if an allegation of maltreatment meets the criteria for review by the CRC or handled as a policy infraction.

Section 4. Child, Youth and School Services personnel who fail to report allegations of child abuse are subject to disciplinary action and may be terminated from employment or position.

## ARTICLE

41

### **DISTRIBUTION OF AGREEMENT AND PUBLICATIONS**

Section 1. The Employer agrees to provide the Union with a copy of the approved agreement on CD and post a copy on all official bulletin boards in NAF employment areas. Amendments or modifications to this agreement will be furnished to the Union electronically (CD and email)

Section 2. The Employer agrees to publish appropriate short announcements for the Union in the "Unofficial" section of the installation "Daily Bulletin" on a space available basis. Materials should be submitted through the appropriate representative of the Employer prior to the close of business at least five (5) work days before desired item is to be published.

Section 3. The Union may obtain copies of changes pertaining to AR 215-3 and copies of any new Department of the Army Regulations pertaining to the employment of Nonappropriated fund personnel at <http://www.apd.army.mil>. Publications issued by the installation, such as local regulations, supervisory and employee information bulletins, and the Fort Benning bulletin may be obtained on the Fort Benning SharePoint at <https://sharepoint/Pages/BenningMain.aspx> or the DFMWR SharePoint at <https://sharepoint/sites/dmwr/default.aspx>.

Section 4. Job Opportunity Announcements pertaining to positions in DFMWR are available at [www.usajobs.gov](http://www.usajobs.gov)

Section 5. The Employer will submit to the publisher of the newspaper, The Bayonet, notices or other appropriate news items of general interest submitted by the Union which have been approved by the Employer.

## ARTICLE 42

### **DURATION OF AGREEMENT**

Section 1. This agreement shall be binding upon the Employer and the Union for a period of four years from the date of approval by proper authority which will be accomplished in accordance with provisions of Section 7114(c) (3) of the Statute, unless either party shall notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to such date or to any subsequent anniversary date of its desire to modify or to terminate this agreement. If either party gives notice as aforesaid to the other party, then within twenty days from receipt of said notice, representatives of the Employer and the Union shall meet and confer as to further negotiations or other course of action. If notice of desire to modify the agreement has been given and negotiations have not been concluded prior to the anniversary date of the agreement, those provisions of the existing agreement which neither party desires to change shall remain in effect, and the modifications shall become a part of the agreement when approved by the Employer.

Section 2. Amendments to this agreement may be negotiated at any time after one (1) year from date of approval by mutual consent of the parties. Request for such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties shall meet within thirty (30) calendar days after receipt of such notice to discuss the matter(s) involved in such request. If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate. No change shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will become effective on the date of approval by proper authority in accordance with Title VII, of the Statute.

Section 3. This agreement shall terminate automatically effective with any date on which it is determined that the Union is no longer entitled to exclusive recognition in accordance with the provisions of Public Law 95-454.