

# COLLECTIVE BARGAINING AGREEMENT

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## PREAMBLE

**WHEREAS** experience in both the private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

**WHEREAS** the public interest demands the highest standards and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operation of the Government; and,

**WHEREAS** participation of employees should be improved through the maintenance of constructive and cooperation relationships between labor organizations and management officials; and,

**WHEREAS** it is the intent and purpose of the Parties to promote and improve the efficient administration of services and the wellbeing of employees within the meaning of the provisions of existing or future laws and regulations of appropriate authorities to establish a basic understanding relative to personnel policy, practices and procedures affecting conditions of employment within the jurisdiction of the Employer and to provide means of amicable discussion of matters of mutual interest, the Parties affirm that they will cooperate in efforts to insure good relations among the Employer, the Union, employees and the local community; and

**WHEREAS** subject to law and the paramount requirements of public service, effective labor-management relations require a clear statement of the respective rights and obligations of the Union and of Management.

**NOW, THEREFORE**, pursuant to the policy set forth in 5 USC Chapter 71, the following articles constitute an Agreement by and between Headquarters, XVIII Airborne Corps and Fort Bragg, N.C. hereinafter referred to as the Employer, and the National Association of Government Employees, Local R5-160 located at Fort Bragg N.C. hereinafter referred to as the Union.

## DEFINITIONS AND ABBREVIATIONS

For the purpose of this Agreement, the following definitions and abbreviations apply to the extent that they are consistent with law and regulation:

**NAF:** Non-appropriated Fund.

**NAFI:** Non-appropriated Fund Instrumentality. One NAF activity employing unit members, as opposed to NAF activities collectively.

### **Appointment Categories:**

**Full-Time:** A regular full-time (RFT) employee serves in a continuing position on a basic work week of forty (40) hours.

**Part-Time:** A regular part-time (RPT) employee serves in a continuing position on a basic work week of no less than twenty (20) hours a work week and no more than thirty-nine (39) hours a work week. The minimum workweek for a RPT employee is 20 hours, however, an RPT employee may be guaranteed a work week up to 39 hours.

**Seasonal positions:** are positions that are not needed for an entire year and may place incumbents in a nonduty, non-pay status during the periods when their services are not needed. Eligible seasonal employees have the same entitlement to leave and benefits as do all regular employees.

**Flexible:** A flexible (FLEX) employee serves in an indefinite position on either a scheduled or an as needed basis. Flexible employees can work 0-40 hours.

**Supervisor:** an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, demote, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

**Management official:** an individual employed by an agency in a position where the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

**Collective bargaining:** the performance of the mutual obligation of representatives of the agency and the union to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligations referred to in this paragraph do not compel either party to agree to a proposal or to make a concession.

**Consultation:** discussion between the parties on policies, programs, and procedures related to working conditions of members of the Union which are within the authority of the Employer for the purpose of obtaining Union views.

**Negotiation:** good faith collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions.

**Grievance:** any complaint

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

**Essential Personnel:** Employee's in positions which are critical to public health, safety, welfare, and national defense.

**Days:** Calendar Days

**Immediate Family Member:** as defined in AR 215-3, para 5-3(d)

## LEGAL AND REGULATORY REQUIREMENTS

**SECTION 1.** In the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws and the regulations of appropriate authorities, including 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 fact that the Union agrees to published agency policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate on any changes to agency policy and regulation.

## ARTICLE ONE

### EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

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

**SECTION 2.** The recognized bargaining unit covered by this Agreement includes all employees of Non-appropriated Fund (NAF) activities, Fort Bragg, North Carolina.

**SECTION 3.** Excluded from the Unit covered by this Agreement are the following: All management officials, supervisors, professional employees, employees engaged in federal personnel work in other than a purely clerical capacity, limited tenure employees, and flexible employees with appointments not to exceed ninety (90) days, and security guards.

**SECTION 4.** Subsequent references hereinafter to "Employee" will be understood to apply to the employees of the recognized bargaining unit represented by the Union.

## ARTICLE TWO

### RIGHTS AND OBLIGATIONS OF THE EMPLOYER

#### SECTION 1.

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws—

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

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

(C) with respect to filling positions, to make selections for appointments from—

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

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

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating-

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

**SECTION 2.** Management officials, supervisors and employees will not use their government position, facilities, property or equipment to engage in, contribute to, support, or become involved in any private business or profit-making endeavor on official duty time.

## ARTICLE THREE

### RIGHTS AND OBLIGATIONS OF EMPLOYEES

**SECTION 1.** Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**SECTION 2.** Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist Local R5-160, NAGE, or to refrain from any such activity, and each employee shall be protected in the exercise of this right. It is agreed, however, that activities performed by any employee relating to internal business of the Union (including solicitation of membership, election of Union officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

**SECTION 3.** Nothing in this Agreement precludes an employee within the bargaining unit, regardless of union membership, from bringing matters of concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy. Employees have the right to be represented by an attorney or by a non-union representative, of their choice in any grievance or statutory appeal action, except those subject to the negotiated grievance procedure.

**SECTION 4.** The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

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

b. The employee requests representation.

c. The Employer shall annually notify the employees of their rights using the same process by which regular communication and distributions are used to disseminate work related information.

**SECTION 5.** Both parties shall take such action, consistent with law, as may be required to assure that employees in the unit 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 the Union.

**SECTION 6.** An employee has the right to confer with the Union during duty hours concerning grievances, complaints and/or appeals and all other matters pertaining to conditions of employment. An employee desiring to confer with a Union representative will make the request for time to leave his/her work area.

If the employee cannot be released at the time of his/her request they will be provided another time, no later than the employees next workday. However, if the mission will not allow release the following duty day (weekday) they shall be extended time equal to the delay for filing any grievance or meeting any filing deadlines.

**SECTION 7.** Employees have the right to be treated with dignity and with respect.

**SECTION 8.** Disciplinary actions and formal counseling sessions will be conducted in private.

**SECTION 9.** Employees who are prevented from performing their duties due to allegations of misconduct, and who are placed on a temporary detail pending investigation, shall be provided a written notice of such temporary detail. Such written notice will also be provided to the Union. Employees can be placed on Administrative leave until a supervisor can identify the duties the employee will perform. Should no duties be identified by a supervisor, the employee may stay on Administrative leave until resolution of the investigation.

**Section 10.** Management Officials and Supervisors will maintain a position of neutrality with regard to questions of dues paying membership or non-dues paying membership of subordinates in the Union.

**Section 11.** Management Official and supervisors will not use text messaging as an official means of communication with bargaining unit employees.

**Section 12.** Employees will not be required to provide passwords to managers or supervisors for the purpose of accessing Facebook or other personal social media sites.

## ARTICLE FOUR

### RIGHTS AND OBLIGATIONS OF THE UNION

**SECTION 1.** The Union shall accept employees of the unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status or physical and mental disability.

**SECTION 2.** The Union shall act for and negotiate agreements covering all employees in the unit and shall be obligated to represent the interests of all such employees without discrimination and without regard to Union membership in matters covered by this Agreement.

**SECTION 3.** Grievances or complaints of employees in the unit are subject to the negotiated grievance procedure contained in this negotiated Agreement. An employee may present his own grievance or request Union representation in such proceedings.

**Section 4.** The Union shall be given an opportunity to be represented at formal discussions between management and employees or employee representatives concerning such grievances.

**SECTION 5.** Whereas the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency, the Union agrees to promote the furtherance of those standards in this agreement.

**SECTION 6.** The Union will insure that internal Union business such as soliciting membership, election of officers, and holding Union meetings are conducted during non-duty hours.

**SECTION 7.** The Union is obligated to abide by the provision at 5 U.S.C. Chapter 71 concerning strikes, work stoppage or slowdowns and unlawful picketing.

**SECTION 8.** The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or personnel policy or practices or other condition of employment.

**SECTION 9.** All new employees at the time of in-processing will be informed about the existence of the Union.

**SECTION 10.** On the first duty day, all new employees will be informed by the employer that NAGE Local R5-160 is the exclusive representative of the employees in the unit and be given the opportunity to speak with designated Union official.

**SECTION 11.** The Union will be notified in advance of new employee orientation sessions and will be permitted 15 minutes to have a representative present at the session. The Union's presentation may include Union's existence and its representational responsibilities, composition of the bargaining unit, location, address and phone numbers of installation Union representatives, and to distribute copies of the current NAF agreement.

## ARTICLE FIVE

### MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

**SECTION 1.** Matters appropriate for consultation, discussion, or negotiation between the parties are policies and practices relating to working conditions which are within the discretion of the Employer, including but not limited to, such matters as safety, training, labor management cooperation, employee services, methods of adjusting grievances, appeals, granting of leave, promotion plans, details, demotion practices, pay practices, business based actions, reductions-in-force and hours of work.

**SECTION 2.** Either party has the right to confer with the other concerning subjects appropriate for consultation or negotiation as outlined in section 1. The party desiring to meet shall provide notice to the other party specifying the subject matter to be discussed and relevant details which necessitate the meeting. The parties will make reasonable attempts to meet within 15 calendar days of receipt of request.

**SECTION 3.** It is recognized that this Agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

**SECTION 4.** The Human Resources Officer (HRO) designee is the initial point of contact between the Employer and the Union on all matters arising out of the Employer-Union relationship except where other designees are specifically established elsewhere in this Agreement. The HRO will be the Employer's representative in dealing with the Union's officers and elected officials, and designees. This designation shall not be applied so as to interfere in the normal day-to-day relationships between a designated representative and the appropriate supervisor.

**SECTION 5.** It is understood that the Employer and the Union under this article means a representative with delegated authority to speak for the parties.

**Section 6.** Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching a formal written agreement.

**SECTION 7.** Procedures for Bargaining:

(a) The Employer agrees to notify the Union President in writing prior to the planned implementation of a proposed change in conditions of employment. The Union will sign the notice the day he/she receives it, an unsigned notice will not be accepted as proof that the Union received notification. Official agreements must be signed by the appropriate Union official and a Management representative or their designee. The Union will provide updated written notification of its designated representatives and their authority on a quarterly basis or at Management's request.

(b) The Union shall have fourteen (14) calendar days from the date of notification to request bargaining.

(c) If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

(d) Upon timely request by the Union, bargaining will commence within seven (7) calendar days, unless otherwise agreed upon by the Parties.

**SECTION 8.** Issues regarding negotiability of an item will be resolved in accordance with applicable provisions of Title V of USC and the rules and regulations of the Federal Labor Relations Authority.

## ARTICLE SIX

### UNION REPRESENTATION

**SECTION 1.** The Employer agrees to recognize officers and Representatives elected or appointed by the Union to represent employees. The Union reserves the right to assign its Representatives so that the various organizations will have adequate coverage. The Union will provide the Employer with a quarterly roster, in writing, of its officers and shop Representatives and any changes thereto. As a minimum the roster will contain names, organizations and telephone numbers.

**SECTION 2.** Union Representatives will be permitted reasonable time to meet with employees and management officials on matters directly related to working conditions, employee concerns, grievances, or labor management issues. Representatives will provide adequate notice and obtain approval prior to visiting work areas. Time used to perform representational duties during scheduled work hours will be (i) requested by the representative and approved in advance by the supervisor; and (ii) requested by submitting an official time form shown at Appendix A. In the event additional time is necessary to address the concerns for which official time is requested, the representative will contact the approving supervisor and request additional time. When a bargaining unit employee requests to meet with a Union representative, time is requested for such and may granted by the supervisor. After conclusion of the meeting or if and when a meeting ends earlier than requested, the employee will immediately return to his work area if still in a duty status and notify the supervisor upon return. If the employer is unable to release the employee without jeopardizing the operation of the work area or due to an emergent situation, the employee will be offered an alternate time for release. The representative will be notified of an alternate time if the request to meet with any employee is initiated by the Union.

**SECTION 3.** In addition to Section 2, Union officials and affected employees will receive official time in accordance with 5 U.S.C. § 7131 for preparation for and attendance at grievance meetings, arbitration hearings and oral reply meetings.

**SECTION 4.** The Union will endeavor to select Representatives who possess qualities of leadership and responsibility and who will deal with employees and management in a manner that will inspire confidence and respect. The Union will properly orient and indoctrinate representatives with respect to 5 U.S.C. Chapter 71, as well as the provisions of this Agreement.

**SECTION 5.** Duly designated representatives and officers of NAGE Local R5-160, will be authorized to visit areas of the installation on appropriate local Union business subject to applicable security regulations and with the concurrence of the activity head of the NAF area involved.

**SECTION 6.** Non-local Union representatives may visit activities of the Employer at reasonable times on appropriate Union business provided they present proper credentials to the Civilian Personnel Officer and explain the purpose of such visits. Visits shall be confined to those functions authorized by controlling regulations and procedures and will be subject to applicable security regulations.

**SECTION 7.** It is agreed that no Union representative shall be denied any right or privilege he may otherwise be entitled to solely because of his activity as a Union representative.

**SECTION 8.** Forty (40) hours of official time, per week, shall be granted to the Union President; twenty (20) hours of official time per week, shall be granted to the Union Vice President; ten (10) hours of official time, per week, shall be granted to the Union Secretary. Union Representatives collectively will be granted a block of 500 hours per year with a one-time request of 100 additional hours. The Union President will notify the supervisor and timekeeper by government phone or government computer at the beginning of the work day and prior to departing at the end of the work day. All other officers will notify the supervisor at the beginning and ending of their allocated official hours. The Union will maintain "core" office hours, to begin no earlier than 8:00 a.m. and to end no later than 5:00 p.m., Monday through Friday. If the Union President, Vice President or Secretary are unable to be present during those hours he/she will delegate someone in their stead from among the other current officers or Representatives. The Employer will be given as much advance notice as possible. Supervisors will allow delegated officers or representative's official time to fulfill these functions when activity and mission requirements permit.

## ARTICLE SEVEN

### UNION-MANAGEMENT MEETINGS

**SECTION 1.** Union representatives shall be permitted to meet with management officials of the Employer on appropriate subjects of general interest to employees.

**SECTION 2.** A Union representative desiring to meet with a management official on an appropriate subject of general interest to employees shall request such meeting through the Human Resources Officer/designee. Earnest attempts shall be made to satisfactorily resolve appropriate matters of general interest to employees at the lowest possible management official/Union representative level.

**SECTION 3.** The Human Resources Officer and/or their designee, and the Union President and/or their designee shall meet at least once each month to discuss items of general interest to employees. If, however, it is mutually agreed that a meeting is not necessary, no meeting shall be held.

**SECTION 4.** At least five (5) calendar days prior to any regularly scheduled meeting, Union officials and the HRO/designee shall exchange agenda listing items they desire to discuss at the meeting. Matters not on the agenda may be discussed by mutual agreement.

**SECTION 5.** The procedures set forth in this Article shall not be used in lieu of available grievance or appeal procedures. Consequently, employee grievances and appeals shall not be discussed at any meeting held in accordance with this Article.

## ARTICLE EIGHT

### UNION TRAINING SESSIONS

All requests for official time for Union sponsored training and matters within the scope of Title 5 U.S.C. Chapter 71 shall be submitted to the HRO/designee. The Union will provide the employer advance notice of 15 calendar days of Union Training sessions in order to make appropriate staff schedule changes to accommodate Union trainings. Subject to work load and mission requirements permitting, Union officers and representatives will be granted the use of official time to attend Union sponsored training sessions, provided the subject matter is of mutual concern to the Employer and the Union. Official time for this purpose will cover portions of the training sessions that meet the foregoing criteria and will not exceed twenty-four (24) hours for any individual within a calendar year.

## ARTICLE NINE

### EMPLOYMENT AND STAFFING

**SECTION 1.** Commanders may delegate direct recruitment authority to any management level deemed appropriate. This authority applies to positions at NF levels 1 to 3, CY levels 1 & 2, and all crafts and trades positions, and all other positions required by law. Management must follow all established regulatory procedures in filling positions.

**SECTION 2.** Background checks may be required to be processed prior to extending an offer of employment. The numbers and depth of checks to be made will be dependent upon the level and responsibilities of the position. Special requirements for filling Child and Youth Services positions must be followed. Derogatory information received as a result of required backgrounds checks will be adjudicated under the regulatory policy regarding background checks in existence at the time of the adjudication. Employees with derogatory information may be subject to removal from their position if the final approving authority does not deem them suitable for the position. Additionally, any new requirements for employee certifications annually for disclosure of any traffic or criminal offenses may result in removal from the position until the issue is adjudicated in accordance with current regulatory/operational guidance and a decision made on suitability for retention in the position.

**SECTION 3.** Separation.

a. Flexible employees may be separated with an advance notice of seven (7) calendar days. DA Form 3434 may be used to provide notice. Such separations are not grievable, are taken without prejudice, and do not preclude reemployment.

b. An employee who fails to report to duty and is carried in an AWOL status for three (3) consecutive scheduled work days may be separated for abandonment of position. No advance notice of any kind is required prior to effecting the separation. Procedures in AR 215-3, or otherwise applicable regulation, will be used in effecting the separation. The Employer agrees to give consideration to any legitimate reasons or extenuating circumstances the separated employee provides and will make a determination based on these reasons to support or rescind the action.

**SECTION 4.** The probationary period for all bargaining unit regular employees is one (1) year. Flexible service is creditable when the flexible appointment is converted to a regular appointment with no change in duties and with no break in service. Maximum flexible service credit may not exceed 6 months.

## ARTICLE TEN

### HOURS OF WORK AND TOURS OF DUTY

**SECTION 1.** The Employer retains the right to establish or change hours of work or tours of duty consistent with published policies and regulations of Department of Army, and any changes in policies and regulations subsequently required by law, Executive Order, or other appropriate authority outside Department of the Army. The Union will be provided notice of such changes pursuant to 5 U.S.C. Chapter 71. The Employer can make exceptions when an emergency arises and will notify the Union within 24 hours.

**SECTION 2.**

a. The parties hereby agree that the administrative workweek at Fort Bragg will be 0001 Thursday through 2400 on the following Wednesday.

b. The Employer will establish a basic workweek for each regularly scheduled employee. Such workweek will ordinarily be scheduled over a period of five consecutive days and normally include a Monday through Friday. Management will make a reasonable effort to schedule two (2) consecutive days off for employees. For activities with weekend schedules, management will make reasonable attempts to meet a regular employees request for two (2) consecutive days off when mission requirements permit, not to include flexible employees.

c. The workday for full-time employees is eight (8) hours, with a 30 or 60 minute non-paid lunch period. The basic workweek for regular part-time employees is a scheduled tour of 20 to 39 hours which requires service on a regular repetitive basis one or more days of each administrative workweek.

d. No employee shall be scheduled to work more than six (6) hours in any workday without a meal period.

**SECTION 3.** Work schedules will be established or changed at least two (2) weeks in advance, will be posted in writing, and will continue for a period of at least two (2) administrative workweeks. It is recognized that emergency situations and/or operational requirements that would adversely impact the agency in carrying out its functions may necessitate changes in employee schedules which require less than a two week notice to the employee. In such instances, employees affected will be given as much advance notification as possible and any adverse impact to the employee will be given appropriate consideration.

**SECTION 4.** Where appropriate, the Employer will rotate similar duty assignments for employees between shifts in a fair and equitable manner. Exceptions to shift rotation may be made for valid reasons, such as to alleviate personal hardships or to permit an employee to pursue formal education relating to improving qualifications for positions which would be mutually beneficial to the employee and the Employer. Exceptions will be granted for a definite period of time and will be terminated when the reason for granting such exception ceases to exist. 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 approval of the supervisor. Employees may make written

requests for alternate tours of duty as permanent assignments. Supervisors may approve such requests after consideration of relevant factors including, without limitation, work load requirements and employee performance.

**SECTION 5.** The employees are entitled to compensable rest periods not to exceed 15 minutes during each 4 hours of continuous work. Supervisors will determine when such rest periods will be taken. Rest periods shall not be a continuation of the lunch period or taken immediately prior to quitting time, and supervisors may suspend any particular rest period to meet an emergency work situation.

**SECTION 6.** The Union will be advised of proposed changes in activity operating hours. The Union may exercise its right to consult/negotiate within the prescribed timeframes.

**SECTION 7.** If an employee reports for work at the prescribed starting hour on a scheduled workday capable of working, but is prevented from performing his/her regularly assigned duties by circumstances beyond the employee's control, the Employer will make reasonable attempts to keep the employee gainfully employed by assigning him/her to other duties as determined by the supervisor. Employees sent home under these conditions will be compensated at their regular scheduled rate of pay for the number of hours he/she would have worked that day. Nothing in this paragraph shall be construed to modify the management's right to discipline employees for misconduct.

**SECTION 8.** All employees will be paid a minimum of two (2) hours if they are called in to work or called back to duty. In the event employees are called back to work, overtime compensation will be paid if appropriate.

**SECTION 9.** Shift differentials, Sunday premiums, overtime pay and holiday pay will be governed by law and/or government-wide regulation.

**SECTION 10.** Reduction in the number of guaranteed hours of regular employees, as stated on the DA Form 3434 NAF Personnel Action, will be accomplished through business- based-action procedures and the Employer will meet all obligations to provide appropriate and timely notice to the Union in accordance law and regulation.

## ARTICLE ELEVEN

### OVERTIME

**SECTION 1.** Overtime work assignments shall be distributed equitably among qualified employees consistent with work load requirements. As a general rule, first consideration shall be given to those employees currently assigned to the job. Second consideration shall be given to those other employees best qualified to accomplish the job.

**SECTION 2.** The Employer will notify employees as soon as feasible when overtime is required, and will give reasonable consideration to the employee's personal circumstances, subject to fulfilling the mission of the Employer.

**SECTION 3.** Qualified employees within the same work unit shall be allowed to exchange overtime assignments upon approval of the Employer. Agreements to exchange overtime hours must be documented in writing and pre-approved by the supervisor.

**SECTION 4.** Overtime, compensatory time, and all forms of compensation will be paid in accordance with law and government-wide regulation. Employees called back to duty will be paid a minimum of two hours pay at the appropriate rate of pay.

**SECTION 5.** Upon receipt of a timely request, the Employer may relieve an employee from an overtime assignment provided another qualified employee is available for the assignment. However, it is understood that when an employee has volunteered to work authorized overtime, or has been directed to work mandatory overtime, his/her failure to report to work may subject him/her to disciplinary action.

**SECTION 6.** Employees who are required to work overtime, without prior notice in emergency cases, will be allowed time to make any necessary arrangements. When employees are required to work overtime two (2) hours or less beyond the end of the regular workday in an emergency situation, the Employer will allow a 15 minute compensated break. If the overtime requirement is four (4) hours or more, an additional 15 minute compensated break will be allowed.

**SECTION 7.** The Employer will maintain records of all overtime worked and overtime turned down. Upon request, the Union may review overtime records to investigate alleged inequities in the distribution of overtime.

## ARTICLE TWELVE

### HOLIDAYS

**SECTION 1.** Eligible employees shall be entitled to compensable time off, or holiday pay, for all holidays in accordance with applicable law, days of mourning, and any days that may be designated by Executive Order.

**SECTION 2.** Holidays designated by Executive Order or law will be observed as non-workdays, subject to applicable regulations as well as mission and workload requirements.

**SECTION 3.** Eligible employees scheduled to work on a holiday may request for leave and have such leave approved subject to workload demands.

**SECTION 4.** Eligible employees who are scheduled to work on an established holiday will be compensated in accordance with existing law, rule and regulation.

**SECTION 5.** The Employer will make a reasonable effort to grant annual leave to employees upon request for any religious holiday associated with the religious faith of the employee.

**SECTION 6.** Employees assigned to regularly scheduled night work which would entitle them to night shift differential will be paid night shift differential for periods of excused absence on a holiday.

## ARTICLE THIRTEEN

### ANNUAL LEAVE

**SECTION 1.** Eligible employees shall earn annual leave in accordance with applicable statutes. Approval of an employee's request for accrued annual leave shall be granted, subject to work load requirements and available manpower and provided the employee gives the appropriate supervisor reasonable advance notice. Approval of request for annual leave for unforeseen emergencies will be based on the circumstances.

**SECTION 2.** Subject to workload requirements and available manpower, employees may take pre-approved accrued annual leave in excess of eighty (80) consecutive hours. During the months of June, July, and August, no more than eighty (80) consecutive hours of accrued leave will be approved. In the event of conflict, leave requests will be considered in the order received by management. Management will have up to seven (7) days to approve an employee's leave request. Employees are permitted to make changes to requested leave if the changes pose no adverse impact to manpower or does not conflict with other leave requests. Employees will request leave by submitting the OPM 71 Leave Form to their supervisor or the supervisor's designated representative. Under unusual circumstances, such as unscheduled leave, supervisors will consider such requests promptly.

**SECTION 3.** It is agreed that no employee shall be called back from leave unless the Employer deems it an emergency and no other qualified employee of that organizational element is available to perform the required duties.

**SECTION 4.** Provided mission and workload requirements allow, employees will not be denied the use of annual leave where they may otherwise be required to forfeit their accruals by reason of maximum accumulation for forfeiture rules, provided they have not been given ample opportunity to avail themselves of leave earlier in the leave year. Employees will however be able to have leave restored that has been forfeited due to mission and workload requirements which have caused leave to be cancelled provided they follow the procedures outlined in AR 215-3.

**SECTION 5.** Employees requesting emergency leave will notify their supervisor, personally if capable of doing so, as soon as possible after an emergency has arisen, but not later than two (2) hours after the start of the scheduled shift.

## ARTICLE FOURTEEN

### SICK LEAVE

**SECTION 1.** Eligible employees shall earn and be granted sick leave in accordance with applicable statutes and regulations.

**SECTION 2.** Accrued sick leave will be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, pregnancy, or medical confinement, or for medical, dental, or optical examination or treatment; or when an immediate family member is afflicted with a contagious disease requiring the attendance of the employee, or when, through exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others.

**SECTION 3.** Each employee is responsible to notify his supervisor as soon as practical, normally by telephone, if he/she is prevented from reporting to work because of an incapacitating illness or injury. Employees will make every reasonable effort to give such notice prior to the start of their scheduled shift, but will insure that notice is given within the first two (2) hours of the scheduled shift. Employees sent home from work due to illness are responsible for notifying the supervisor in the event the illness will extend to the following workday. When any absence due to illness extends from one workweek into another, the employee shall notify his supervisor on the first day of the second week and each week thereafter until his return to duty.

**Section 4.** When sick leave exceeds three (3) continuous workdays, or a lesser period of time if deemed necessary by the Agency, a medical certificate will be required and must be furnished within fifteen (15) calendar days after return to duty. However, when circumstances are such that requirement of a medical certificate is not reasonable, the employee's personal certification of his/her illness may be accepted. If denied the employee has the right to file a grievance under the negotiated grievance procedure.

The agency will not arbitrarily request medical certification for absences for sick leave of less than three (3) consecutive workdays. Upon request from the Union, the Civilian Personnel Advisory Center will provide the Union written notification for any employee(s) that the Agency is requesting a medical certificate or other relevant documentation for sick leave absences less than three (3) consecutive workdays. Any timelines for any grievances filed under this section will not commence until the Union receives the requested information.

When an employee is on sick leave for more than two (2) weeks (except for pregnancy and confinement), the employee will be required to submit a doctor's certificate at least every 2 weeks during the absence unless, in the judgment of the approving authority, the circumstances do not warrant a certificate. Any period of absence associated with contagious disease must be supported by an acceptable medical certificate from the registered practicing physician who made the determination regarding the existence of the contagious disease and the necessity for the employee to be absent from work.

**Section 5.** Employees who are sent home sick by the employer shall not be required to furnish medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence shall be

subject to the provisions of section 4 of this Article. In the event a regular employee is on sick leave due to illness or injury related to the performance of his/her duties, the employee will be provided information regarding how to file a claim with the Office of Workers Compensation upon request and provided the appropriate LS-1 and LS-201 forms. The options for leave usage outlined in AR 215-3, 5-23 will be made available to the Employee under such circumstances.

**Section 6.** Employees desiring medical, dental, or optical examination or treatment should attempt to schedule such appointments after work hours or on non-duty days. When this is not possible, sick leave requests for such examination or treatment shall be submitted and approved in advance.

**Section 7.** Letters of requirement may be issued to employees by the employer where there is reason to suspect the employee is abusing sick leave privileges. In such cases, the employee will be advised in writing that a medical certificate will be required for each subsequent absence on sick leave.

**Section 8.** Letters of requirement will be reviewed by the employer six (6) months from the date of issuance. If improvements in the leave record is shown, the letter will be withdrawn; otherwise the requirement may be extended for an additional six (6) month period. Appropriate consideration will be given to employees with documented medical conditions which are considered chronic or disabling to the degree it impacts work.

**Section 9.** The union will cooperate with the employer in efforts to encourage employees to give maximum advance notice of incapacitation for duty and to eliminate abuse of sick leave by encouraging employees to use sick leave properly in accordance with applicable laws and regulations.

**Section 10.** The provisions of this Article are not applicable to flexible employees.

**Section 11.** Accrued sick leave will be granted to employees to attend the medical needs of immediate family members or to make arrangement for and/or attend the funeral of a family member in accordance with the Family and Medical Leave Act (FMLA) of 2015. Sick leave to attend the medical needs of a family member is subject to the same restrictions as if leave was granted to the employee under Section 4 of this article.

**Section 12.** Employees who are incapacitated from duty because of illness or accident who have exhausted all sick and annual leave balances may request advanced sick leave not to exceed 240 hours provided there is a reasonable expectation that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance by subsequent accrual.

**Section 13.** Records pertaining to an employee's sick leave are considered confidential.

## ARTICLE FIFTEEN

### OTHER LEAVE AND ABSENCES

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

**SECTION 2.** The Union may designate employee members as representatives elected or appointed to such Union activity that necessitates a leave of absence, and upon written notification to the Employer by the Union, such employees may be granted annual leave or leave without pay provided manpower requirements permit.

**SECTION 3.** Employees on leave without pay will be entitled to all appropriate rights and privileges in accordance with applicable regulations (i.e., group life insurance and federal employee's health benefits coverage). The employee is responsible for paying his/her portion of the premium. The employee's failure to make payment of his/her portion of premium will result in termination of coverage. Employees returning to duty from approved leave without pay will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with applicable regulations.

**SECTION 4.** Employees who volunteer as blood donors, without compensation, to the American Red Cross, to military hospital, or other blood banks, or respond to emergency calls for needy individuals, will be authorized four (4) hours excused absence for the blood donations provided mission and workload requirements allow. The four (4) hour period includes the time required to travel to and from the blood center and to give blood, except in unusual cases where an employee must travel a long distance, or when medical documentation certifies the unusual need for recuperation. The excused absence must be taken on the day the blood is donated. The blood donor will furnish to his supervisor documentation from the blood facility verifying the blood donation and date.

**SECTION 5.** Eligible Employees will be granted Court leave in accordance with applicable laws and regulations.

**SECTION 6.** Management recognizes and encourages employees to vote. Upon request and contingent on management's approval, employees shall be allowed no more than two (2) hours to vote in national, state, local or municipal elections and referendums when the employee's work schedule precludes voting before or after duty hours.

**SECTION 7.** Brief absences from duty of less than one (1) hour and tardiness may be excused on an infrequent basis by the supervisor. Absences may also be charged against any compensatory time the employee may have to their credit, or with the employee's consent may be charged to annual leave or leave without pay. An employee will not be required to work during a period they are charged leave. Managers may approve excused absence for an employee to attend the funeral of a co-worker.

## ARTICLE SIXTEEN

### DISMISSAL OR CLOSURE PROCEDURES

**Section 1. Coverage:** This article only applies to adverse weather situations where all or part of the activities at the installation may be suspended by management due to adverse weather conditions or work conditions altered due to extreme heat or cold weather. Managers and supervisors will be informed of the implementation of this condition through command channels. Essential employees are those employees who perform essential duties which insure the continuity of vital functions or other critical operations/functions that are required to continue regardless of weather conditions.

**Section 2. Notification:** Employees may be informed of the implementation of adverse weather conditions through command channels. Notice will also be posted on Fort Bragg website, and on television and radio stations. [Duty section should consider telephone rosters to relay information in installation closures. These phone rosters contain information protected by the Privacy Act. Therefore, all rosters must have a Privacy Act notice IAW AR 340-21 and must be used only for official purposes.] Ultimately, it is the responsibility of the employee to verify the Installation status during adverse weather conditions.

**Section 3.** When the installation is closed due to adverse weather conditions, non-essential employees in a paid status should not report for duty and will be granted Administrative Leave.

**Section 4.** The Employer will make appropriate announcements advising Employees when operations are delayed due to adverse weather conditions. It is the responsibility of all employees to make inquiries into any possible delays. Non-essential personnel in a leave or TDY status will not receive Administrative Leave for this delay period.

**Section 5.** When the installation commander determines the conditions of streets and highways in the Fort Bragg area are hazardous, non-essential employees will be released from duty. The Employer will time the release of individual employees based on the importance of the ongoing mission and the likelihood of increased travel risk. Receipt of Administrative Leave for the period applies to employees who are in a duty status (except TDY) at the time of release. Non-essential personnel in a leave or TDY status will not receive Administrative Leave for this period.

**Section 6. ADVERSE WEATHER/ Disruptive Operation PERSONNEL.** Management should identify personnel at least annually, who must report for work and continue Government operations during a disruption of operations. The employees should be notified in writing, that they are designated as “essential employees” for adverse weather. The notice should include the requirement that essential employees report for or remain at work when operations are disrupted and an explanation that dismissal or closure announcements do not apply to them unless they are instructed otherwise. Essential employees may be required to work at different work sites and to work altered work hours during adverse weather operations.

**Section 7. DESIGNATION PROCESS:** Employees who management has identified as essential employees will be notified in writing. Within seven (7) calendar days of notification, employees will be required to provide written directions to their residence along with a street map which includes

the street address (post office box addresses are unacceptable) and telephone number. It is the responsibility of essential employees to keep the strip map, address and telephone number provided to their supervisor current.

**Section 8. FAILURE TO REPORT FOR DUTY:** Employees must make every effort to report for duty despite hazardous driving conditions. Employees will telephone their supervisor when they are absolutely certain that they cannot safely travel to work because of unusually hazardous conditions. The employee who is unable to get to work may request annual leave and the supervisor should normally approve that request when they are also convinced the employee was truly unable to get to work because of unusually hazardous conditions or extreme circumstances. Employees may request annual leave if they could not get to work because of unusually hazardous conditions and when they can prove that telephone outage prevented a call to the supervisor. [NOTE: Absent proof of telephone outage before the end of the pay period the employee can expect to be placed in an absent without official leave (AWOL) status.) Employees who do not report to duty and who are not approved for annual leave may be marked as absent without official leave (AWOL), administrative excused time will not be granted and appropriate disciplinary action will be considered.

## ARTICLE SEVENTEEN

### POSITION DESCRIPTIONS AND CLASSIFICATION

**SECTION 1.** Unit employees, when initially assigned to a position will be furnished a copy of their position description and one copy will be placed in the employee's personnel file. Position descriptions will reflect the major duties assigned to employees. Should there be any changes in an employee's position description the employee will be furnished with a copy of the new position description and one copy will be placed in the employee's file. The Union will be notified of significant changes to position descriptions covered within the bargaining unit when the position is encumbered.

**SECTION 2.** An employee who believes his/her position is improperly classified should discuss the matter with his/her supervisor. The supervisor, with such assistance as may be required from the Civilian Personnel Advisory Center (CPAC), will explain the basis upon which the position was evaluated to the employee.

**SECTION 3.** An employee may appeal the classification of his/her position without restraint, fear of reprisal, or prejudice. The Employer will furnish information on classification and job grading appeal rights upon request of the employee or the information may be obtained on the Office of Personnel Management website at: <https://www.opm.gov/policy-data-oversight/classification-qualifications/appeals-decisions/#url=Contact-Us>. The employer is not responsible for the content of this site.

**SECTION 4.** Upon completion of cyclic position surveys, unit positions, which were included in the audit, will be identified to the Union. Employees will be provided reasonable time to review their job descriptions before indicating their agreement on the Survey Form or final job description, if necessary.

**SECTION 5.** The clause found in job descriptions "performs other duties as assigned" shall normally be construed to mean the employee may be assigned to duties pertaining to their position. The Employer recognizes that job assignments should be commensurate with job descriptions. The Union recognizes that at times the Employer must deviate from this policy. When such deviation is necessary, the Employer will strive to assign employees whose normal duties and pay level are most nearly associated with those of the temporary assignment. In all cases, such assignments will be kept to a minimum, and an attempt will be made to meet these needs on a volunteer basis. The Employer further agrees to take into consideration when making such assignments, the employee's ability to perform the task, any required licensure or certifications necessary to perform the assignment, and any physical and/or medical restrictions.

## ARTICLE EIGHTEEN

### DETAILS AND TEMPORARY PROMOTIONS

**SECTION 1.** A detail is the temporary assignment, for a specified period, of an employee, without any change in the employee's position or pay status, to a position other than the one to which officially assigned, to perform duties separate and distinct from those of the official position, or to perform duties and responsibilities of a contemplated unestablished position. During the period of detail, the employee remains assigned to his/her official position and his/her rights are based on the official assignment, not on the duties and responsibilities of the position to which detailed. A position is not "filled" by the detail since the detailed employee continues to be the incumbent of the position from which detailed. All time limits on details will be administered in accordance with appropriate regulations.

**SECTION 2.** When an employee performs the duties of an established position of higher grade for more than thirty (30) consecutive calendar days, a temporary promotion will be made in accordance with applicable regulations. Selection of employees for temporary promotion is exempt from the competitive selection procedures required for a regular promotion. A series of details will not be used to circumvent a temporary promotion.

**SECTION 3.** Performance appraisal, time in grade, and promotions will not be affected by the fact that employees have been detailed to perform lower grade work.

**SECTION 4.** Details to positions at the same or lower grade/level may be used to meet a temporary need or to assess an employee's interest and capability to perform, the duties and responsibilities of the position. Although no time limitations are imposed on these actions, if the detail was for the purpose of assessing the employee's performance in the position a supervisor should normally be able to make that assessment within a 120 day period.

**SECTION 5.** Temporary Promotions may be effected on either a competitive or non-competitive basis in accordance with AR 215-3. Non-competitive temporary promotions may not exceed 120 days and may not be extended or converted to permanent without competition. Competitive temporary promotions shall not exceed twelve (12) months.

**SECTION 6.** All employees will be fairly considered for details to a higher grade position or a position with known promotion potential.

**SECTION 7.** Selections of employees for detail assignments will be made on a fair and impartial basis. The Employer shall be responsible for informing the employee in writing of the detail assignment, reasons for the assignment, duties to be performed, and the estimated duration. The Employer will also establish controls to insure that details are recorded and timely terminated.

**SECTION 8.** Details will be made from among qualified employees within the immediate organizational element concerned. This does not limit management's right to consider employees from outside the organization element to obtain a qualified employee for the assignment.

**SECTION 9.** Details over 30 days will be documented in the employee's official personnel folder. When making application for a promotion, an employee may present information relative to detailed assignments if he/she believes such information has a bearing on his/her qualifications.

## ARTICLE NINETEEN

### PROMOTIONS

**SECTION 1.** Promotions are based upon skills, knowledge and abilities. The Employer agrees that qualification requirements shall not be established to fit a certain employee or applicant. Position vacancy announcements shall be posted on official bulletin boards, in areas where Unit members are employed, and will remain open not less than seven (7) calendar days.

**SECTION 2.** Employees may apply for promotion/position change when a valid vacancy announcement exists. Employees who are absent on leave, TDY, etc., while an announcement is open, may, upon verification of their absence, file late application and receive consideration for the vacancy, or for subsequent vacancies which are filled from the announcement.

**SECTION 3.** Vacancy announcements may be open continuous for periods not to exceed one (1) year, or be issued for a specific period of not less than seven (7) calendar days. Announcements will be posted on bulletin boards to give interested employees an opportunity to apply. Announcements will provide a summary statement of duties, a statement of minimum qualification requirements, and a statement of any special knowledge, skills, and abilities determined essential for effective job performance which will be used in identifying highly qualified candidates. The Union will be provided a copy of each vacancy announcement applicable to bargaining unit positions.

**SECTION 4.** All best qualified applicants for vacancies announced within the unit will be notified as to whether they were selected for the position. Upon request, any unsuccessful candidates among the best qualified for a position may request to see their application file and ratings.

**SECTION 5.** Lists of best qualified candidates will usually be limited to five (5) candidates for a single vacancy. Where at least one (1) Best Qualified candidate is available, that name may be furnished to the selecting official without expanding the area of consideration.

**SECTION 6.** The Employer will keep employees advised of weaknesses in their job performance and/or potential, and of actions employees may take to improve their chances for promotion.

**SECTION 7.** An employee may be re-promoted to the highest grade or level he/she had previously held on a permanent basis, provided the employee was not demoted or separated from that grade because of deficiencies in performance or "for cause" reasons. This action may be made on a noncompetitive basis.

## ARTICLE TWENTY

### PERFORMANCE EVALUATION/RATING

**SECTION 1.** Eligible employees will receive an annual performance evaluation at least once in a twelve (12) month period. Each eligible employees will receive his/her performance evaluation no later than thirty (30) calendar days following the end of the rating period. Any hourly increases that result from this evaluation will be effective the beginning of the first pay period following the evaluation due date.

**SECTION 2.** An employee's performance evaluation will be prepared by the supervisor having personal knowledge of the employee's performance for a minimum period of 120 calendar days. If the employee has served less than 120 calendar days in a position at the date the annual rating is due or less than 120 calendar days under his current supervisor, the annual rating will be delayed until the end of the 120 calendar day period, or a performance appraisal will be filed jointly with the previous supervisor.

**SECTION 3.** The supervisor will discuss with the employee his/her performance rating prior to making it a part of the employee's record.

**SECTION 4.** An employee whose performance is unsatisfactory will be provided written notice of the unsatisfactory performance specifying the areas of deficiencies. The employee will be given a performance improvement plan of at least 30 calendar days to bring his/her performance to successful standard. During the performance improvement period the Employer will make every effort possible to assist the employee to improve their performance quality by holding bi-weekly meetings with the employee to discuss and document progress.

**SECTION 5.** The supervisor will comply with all guidance regarding process for addressing unsuccessful performance ratings detailed in AR 215-3, Chapter 6, or otherwise applicable regulations.

**SECTION 6.** All evaluations of performance will be made in an objective manner based solely upon employees' established performance standards. An employee's initials on the evaluation, where initialing is provided for, indicate only that the evaluation has been received, and does not indicate an employee's agreement with the evaluation.

**SECTION 7.** The Employer will develop performance requirements for employees and provide a copy of these requirements to the employee. The Employer will evaluate employee performance against the requirements. Informal discussions will be held with the employees from time to time concerning the degree to which they meet, fail to meet, or exceed performance requirements and appropriate counseling will be offered on how to become more efficient. The employee may present his/her disagreement with the counseling record to the supervisor orally or in writing. Written comments will be attached to and become part of the counseling record.

**SECTION 8.** Each employee will be provided a copy of his/her annual performance rating. A copy, with related supporting documents, if any, will be filed in the employee's Official Personnel Folder.

**SECTION 9.** All regular employees will be recognized for outstanding and excellent performance through awards. Awards linked to annual performance ratings for NF pay-band employees is as follows: Employees rated Outstanding on their annual evaluation will receive a minimum increase of 3.5%.

Employees rated Excellent will receive a minimum increase of 2.5%. Employees rated Satisfactory may also be given an increase. Increases may be in the form of either an hourly rate increase or a lump sum bonus, and will be effective the first pay period after the employee's annual performance appraisal.

**SECTION 10.** Employees who have been awarded an hourly rate increase or a lump sum bonus may request the equivalent dollar amount as a time off award.

## ARTICLE TWENTY-ONE

### PERFORMANCE BASED ACTIONS

**Section 1.** Performance based actions. This article provides procedures for effecting non-disciplinary involuntary personnel actions based upon failure to meet established levels of performance in accordance with AR 215- 3, Chapter 6, or otherwise applicable regulations. Performance based actions include reduction in pay rate (NF employees only), reduction in grade or pay level, and separation.

a. **Communication-Counseling.** It is important that employees be given a reasonable chance to demonstrate that acceptable performance. The determination of the appropriate length of time for an employee to improve will be determined on a case by case basis, but shall not be less than 30 calendar days nor more than 90 calendar days. Supervisors must exercise good judgment in determining how to reasonably structure the employee's opportunity to improve.

b. **Procedures for affecting performance based actions are as follows:**

(1) Any time that an employee fails to meet established levels of performance, the supervisor must notify the employee in writing of the specific elements for which performance is unsatisfactory. The notification will include a written performance improvement plan which will identify the areas of deficiency and lay out a plan for the employee to follow in order to achieve a satisfactory level of performance. In all cases, the employee will be given every assistance to achieve acceptable performance.

(2) An employee, whose performance has been determined to be unsatisfactory after being afforded an opportunity to improve, is entitled to a 30-day advance notice of the action to be taken. The notice will include a statement identifying the performance requirements the employee failed to meet and what action was taken to assist the employee in improving. The notice will also inform the employee of the specific action to be taken, the right to grieve the action and to whom the grievance should be addressed, and the effective date of the action.

(3) The servicing civilian personnel office will retain all records pertaining to the action in the employee's official personnel file.

## ARTICLE TWENTY-TWO

### TRAINING AND EMPLOYEE UTILIZATION

**SECTION 1.** Subject to the availability of funds noncompetitive procedures may be used in changing flexible positions to part-time or full-time, or in changing part-time positions to full-time.

**SECTION 2.** Supervisors will provide necessary on-the-job orientation training to assist an employee assigned to a new position to reach expected performance standards.

**SECTION 3.** If training is given primarily to prepare employees for advancement, selection for the training will be made following competitive procedures in accordance with Individual Development Plans.

**SECTION 4.** The Employer will provide appropriate training to employees affected by new procedures or by the installation of new equipment.

**SECTION 5.** The Employer will provide employees on-the- job training, to the extent practicable, using competitive procedures, employing such techniques as interchanging employees in the same grade level within their respective positions. The Section applies when there is mutual benefit to the employee and the Employer.

**SECTION 6.** Consistent with manpower requirements, it shall be the responsibility of the Employer to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency of employees in their assigned positions, to determine the number and types of employees to be trained and to provide the means and facilities to furnish such training.

**SECTION 7.** To the extent permitted by law and government-wide regulation, the Employer will be responsible for funding all mandated job related training and/or certifications.

## ARTICLE TWENTY-THREE

### BUSINESS BASED ACTIONS/REDUCTION IN FORCE

**SECTION 1.** This section provides procedures for effecting reductions and realignments that are necessary to conduct operations in an effective manner. Business based actions are non-disciplinary, involuntary actions taken by management to adjust personnel resources with a minimum of disruption to operations. In no case may business based actions be used to separate, demote, or reduce pay or hours for inadequate performance, correct deficiency or to downgrade a position because of a change in classification standards, or correction of misclassification. Business based actions include:

- Reduction in pay rate (NF employees only).
- Reduction in pay level/grade.
- Reduction in hours of work.
- Change in employment category.
- Furlough.
- Separation.

**SECTION 2.** The Employer will notify the Union when it is determined that a business based action/reduction in force is necessary. Prior to the issuance of official notices to the employees involved in a business based action, the Employer will notify the Union of the spaces anticipated abolished or changed, the approximate date when these personnel actions will be initially affected and reasons for the business based action. The Employer agrees to consult the Union on the business-based actions and shall fully consider any suggestions made by the Union. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Employer to employees affected.

**SECTION 3.** In the event business based actions result in separation, existing vacancies considered necessary to be filled may be filled using qualified employees who would otherwise be separated.

**SECTION 4.** 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 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 employees to be affected will be based on seniority, unless there are significant differences in the most recent performance ratings or any job related factors. In such case, employee knowledge, skill, and ability may be used as the basis for selection.

**SECTION 5.** Written notice will be provided to all affected employees. Notices will not be issued or effective between 15 December and 3 January. As a minimum the notice must:

- 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 and the effective date of the action.
- c. If the action is separation, or demotion, include the statement: "This action is non-prejudicial and does not preclude reemployment."
- d. Advise of severance pay entitlement when applicable. The separation personnel (DA 3434) action will show the amount of severance authorized at the time of separation.
- e. Advise of impact on retirement, savings plan, and insurance participation.
- f. Advise of placement on the local reemployment priority list and Headquarters Department of Army priority consideration system when applicable.
- g. Advise employees of their right to grieve.
- h. Advise Federal Wage System (Crafts and Trades) employees of grade and pay retention eligibility if applicable.
- i. Advise affected employees where they may review their place on the priority placement list and other pertinent records relating to the action taken.

**SECTION 6.** All actions requiring a DA Form 3434 (except separation) will be effective on the first day of a pay period. Notification periods are as follows:

- a. **Separation.** Written notices must be issued to regular employees not less than 30 calendar days and normally, not more than 60 calendar days in advance of the effective date. During the notice period the employee will remain in a work and pay status. Flexible employees should be given an advance notice of 7 calendar days before any action is taken. Flexible employees and reemployed annuitants eligible to draw an unreduced annuity from a DOD NAFI who are in affected job categories within the activity must be terminated prior to releasing any regular employee from that activity. The minimum and maximum notice period begins the day after the employee first receives written notice of the business based action.
- b. **Reduction in Pay Rate.** This action may only be taken with NF employees and requires a minimum 10 calendar day advance written notice for both regular and flexible employees. Reduction in pay will not be applied to an individual employee but will be part of a general reduction in pay for an entire function. 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, NL, or NS employee may be reduced in grade only in consonance with a change to the position. A minimum advance written notice of 10 calendar days will be provided all employees.
- d. **Reduction in hours of work.** Regular part-time employees will be given a minimum 10 calendar day advance written notice.
- e. **Change in employment category.** An advance minimum written notice of 30 calendar days will be given regular employees.
- 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, except for extended sick leave approved prior to the notice of furlough and which will extend into or through the furlough period.

## BUSINESS BASED ACTIONS/REDUCTION IN FORCE CONTINUE

Advance written notice will be provided that is equal to the length of the furlough up to a maximum of 30 days. For furloughs in excess of 30 days a 30 day advance notice is required.

g. **Reemployment priority list.** The Civilian Personnel Office will retain the names of the regular employees separated by business based action for a period of one (1) year from the date of the 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 seniority will be offered the position. If the individual declines the offer his or her name will be removed from the list. It is agreed that Union representatives may review the reemployment priority list of affected employees, and a copy will be provided upon request.

**SECTION 7. Severance Pay Entitlement.** Regular employees who have completed at least 12 consecutive months of regular service will receive severance pay when as a result of a business based action/reduction in force:

- a. A regular full-time appointment is changed to regular part-time and the employee declines the part-time employment and is separated.
- b. A regular full-time or part-time appointment is changed to flexible.
- c. A regular full-time or part-time appointment is changed to seasonal and the employee declines the seasonal position and is separated.
- d. The rate of pay is reduced and the employee declines the reduced rate and is separated.
- e. An employee is separated.
- f. An employee who is to be furloughed for a period greater than 60 days declines the furlough and is separated.

**SECTION 8.** Computation of severance pay will be calculated as stated below:

- a. The amount paid in a lump sum, will be 2 percent of annual salary for:
  - (1) Each year of regular service with an Army NAFI, plus;
  - (2) Each year of regular service with any DoD NAFI, up to a maximum of 4 years, plus;
  - (3) Each year of APF service for which no annuity is being received if the employee moved from a DoD APF position subsequent to 1 January 1987 without a break in service of more than 3 days.
- b. For part-time employees the most recent 12 months basic pay as reflected in payroll records will be used as the annual salary.
- c. For portions of years in excess of 1 year, the service will be prorated.
- d. Periods of service for which severance pay was previously granted (from any source) will not be counted.

e. Time served as a regular employee with a NAFI as well as time served in active duty with the U.S. Armed Forces that involuntarily interrupted the civilian service, and did not result in military retirement shall be creditable for computing entitlement to severance pay.

**SECTION 9.** Exclusions. Severance pay will not be paid when the employee:

- a. Has refused the offer of a NAF position of equal pay, appointment category, and seniority in the same commuting area.
- b. Is employed in an appropriated fund or a regular NAF position without a break in service of more than 3 days.

**SECTION 10.** Grievances resulting from a business based action/reduction in force may be initiated as a formal grievance at Step 3 within 15 calendar days of the effective date of the business based action and may only be filed on the grounds that proper procedures were not followed.

## ARTICLE TWENTY-FOUR

### CONTRACTING OUT

**SECTION 1.** It is understood that decisions regarding contracting out work are matters within the sole discretion of the Employer and higher authority. The Employer will inform the Union in advance of any management improvement study conducted for functions which may be contracted out, and which involves bargaining unit employees.

**SECTION 2.** The parties agree that the Employer will inform the Union of any executed contract which will result in a business-based action of civilian employees of the Unit and will, subject to restrictions contained in the Freedom of Information Act and other applicable laws, rules, and regulations, make a copy of the invitation for bids or requests for proposals for contractual services available to the Union for review. Such copy normally will be located in the Procurement Division, however will be requested through NAF CPAC.

**SECTION 3.** When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for maximum required retraining of employees who are eligible for reassignment to existing NAFI positions. Use may be made of the authority to waive qualification requirements and to enter into training agreements in order to place current employees in lines of work where their services can be utilized.

**SECTION 4.** Upon Agency notification of approval to contract out a function, the Employer agrees to notify Union. The Employer further agrees to negotiate with the Union, upon request, appropriate arrangements for bargaining unit employees directly affected by the decision.

**SECTION 5.** The Employer agrees to carefully consider the views and recommendations of the Union regarding the contracting out of unit work functions.

## ARTICLE TWENTY-FIVE

### WAGES AND WAGE SURVEYS

**SECTION 1.** Full scale wage surveys, as required by law, will be conducted every two years and a wage change survey will be conducted in the year following the full scale survey. The Union and Employer will participate in all locality wage surveys. The Union President agrees to select labor members who are qualified, fair, and honest and who will represent the Employer in a positive light. Bargaining Unit employees will be paid in accordance with the scales resulting from locality wage surveys (except tipped and pay-band employees). The employer and the Union will mutually exchange information on wage survey as soon as information is released. The Employer acknowledges the right of the Union to bring matters of concern over wage surveys to the attention of the Employer at any time. The Union agrees to foster cooperation in planning for and conducting wage surveys to achieve economy and efficiency.

**SECTION 2.** In the event of a discrepancy or administrative error affecting compensation, all corrective action will be taken by the Employer.

**SECTION 3.** All bargaining unit personnel covered by pay banding may be given raises at any time, in any amount up to the top level of their pay-band.

**SECTION 4.** Nothing in the pay-band system will preclude an employee from receiving an on the spot award or any other type of bonus or recognition.

**SECTION 5.** Actions of the Pay-Band Committee that affect members of the bargaining unit shall be a subject of discussion at any meeting conducted under Article 7, Section 3 of the Collective Bargaining Agreement.

**SECTION 6.** Each year, the minimum and maximum levels set forth above will be adjusted to reflect changes in the prevailing rates or the GS schedule. These adjustments represent the equivalent of traditional cost of living adjustment (COLA) in the private sector, and will be applied to the rate of each member of the bargaining unit.

**SECTION 7.** Nothing in the pay-band system will preclude employees from receiving annual pay increases as a result of any study or cost of living increases.

## ARTICLE TWENTY-SIX

### TIPPED EMPLOYEES

**SECTION 1.** For the purpose of this Article "tipped" employees are non-supervisory waiters and bartenders who customarily and regularly receive more than \$30.00 a month in tips.

**SECTION 2.** All tips for Bargaining Unit employees which appear on charge slips will be allocated for distribution at the end of the pay period in which the tip was earned. All cash tips intended for Bargaining Unit employees will be given to the employee within a 24-hour period after receipt or during the employee's next scheduled tour of duty.

## ARTICLE TWENTY-SEVEN

### HEALTH AND SAFETY

**SECTION 1.** The Employer will provide and maintain safe working conditions in accordance with applicable Federal, State, and local laws and regulations relating to the safety and health of employees. All employees are responsible for maintaining a safe work environment. Employees are required to wear personal protective equipment (PPE) while performing duties requiring such. All required PPE will be provided by the Employer. The Employer will provide training to the Employees for the proper use of PPE.

**SECTION 2.** An employee or group of employees may not be required to work under conditions, which are determined by management, to be unsafe or unhealthy beyond those inherent hazards which cannot be eliminated by standard safety practices and procedures. Any employee who believes that he/she is being required to work under unsafe or hazardous conditions shall have the responsibility of bringing the matter to the attention of their chain of command.

#### **SECTION 3.**

a. The Employer agrees that the use of military medical facilities by NAF civilian employees is normally limited to initial or emergency treatment for on-the-job injuries or illnesses will be provided without charge, as appropriate, at the Emergency Room, Womack Army Medical Center, Fort Bragg, North Carolina. In non-emergency cases, and subsequent to initial treatment, employees are required to select their own civilian physician and civilian medical facility.

b. The Employer agrees to insure that an appropriate number of civilian employees are trained in first aid procedures.

**SECTION 4.** It is agreed that all employees shall report job-related accidents immediately as required by existing regulations. The Employer will comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in the medical facility by injured employees on the day of the injury shall not be charged to leave. Supervisors may allow an employee to escort employee to a medical facility. The escort employee will be granted administrative leave to take the injured employee and return to the work site.

**SECTION 5.** The Union reserves the right to bring any matter before the FMWR Safety Officer. Any unresolved matters can be elevated to the Garrison Safety and Health Advisory Council.

**SECTION 6.** The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all buildings and appropriate vehicles. Employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign material is kept away from the fire extinguishers.

**SECTION 7.** It is agreed by the Employer and the Union that protection of health is a major factor in the morale and welfare of the employees of this installation. The scope of duties within the position description will govern the level of physical activity. In unusual or emergency circumstances, management may consider alternative duties within duties of the employee's position description.

However, when the determination has been made that extreme conditions exist, management may allow employees to take rest breaks. If an employee is unable to meet the physical requirements of his/her position description because of injury or illness he/she may notify the Supervisor and request reasonable accommodation.

## ARTICLE TWENTY-EIGHT

### UNIFORMS

**SECTION 1.** When the Employer requires employees to wear uniforms they will be provided at no cost to the employee.

**SECTION 2.** In work units where uniforms or specific dress are required, the Employer will clearly communicate those requirements and ensure consistency throughout the work unit. For CYSS employees – Prior to entering the facility, employees are expected to be in uniform and ready to work at their scheduled duty time. All other MWR employees are expected to be in uniform prior to the beginning of their shift.

## ARTICLE TWENTY-NINE

### ENERGY CONSERVATION

**Section 1.** The Union recognizes the importance of assisting the Employer in coping with reduced energy supplies through conservation of fuels, electricity, water, and all other forms of energy, and the Employer's right to take all reasonable measures to conserve energy. Employees are obligated to cooperate with the Employer and the Union to conserve energy through conservation measures.

## ARTICLE THIRTY

### EMPLOYEE SERVICES

**SECTION 1.** Derogatory material of any nature which might reflect adversely upon an employee's character or career, will not be placed in his/her Electronic Official Personnel Folder (eOPF) or on his/her service record card without his/her prior knowledge, except for those matters for which disclosure is prohibited by Agency regulations.

**SECTION 2.** Upon request of the employee concerned, his/her eOPF will be made available to him/her, or to his/her designated representative, with the employee's written consent, excluding information prohibited by Agency regulations. The Official Personnel Folder cannot be removed from the NAF Civilian Personnel Division and must be reviewed at that location. An employee will be provided a copy of any official personnel action that will be made part of his/her eOPF.

**SECTION 3.** The Employer agrees to provide clean, adequate, and comfortable working areas for employees within the limits of available resources.

**SECTION 4.** Training will be offered to all employees on any new automated system or work processes required by the agency.

**SECTION 5.** Employees will be provided current Annual Leave and Sick Leave balances each pay period. Additionally, the Employer will assist employees in obtaining Retirement Fund balance and all other benefits information upon request.

**SECTION 6.** Civilian Personnel Advisory Center will provide employees with all necessary information and resources regarding retirement options so that he/she may make informed decisions.

**SECTION 7.** Upon request, employees within ninety (90) days of retirement will be provided individual counseling.

## ARTICLE THIRTY-ONE

### EMPLOYEE ASSISTANCE PROGRAM

**SECTION 1.** The Civilian Employee Assistance Program (CEAP) is operated through the EAP Coordinator, XVIII Airborne Corps Surgeon's Office, to assist civilian employees and their families with concerns such as substance abuse, marital, family, medical, emotional, and legal problems. The program is administered in accordance with applicable laws and regulations.

**SECTION 2.** When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining their job performance and believes that such difficulties are related to alcohol and drug abuse, the supervisor should notify the Employee Assistance Program and arrange for the employee to be offered confidential assistance and services in accordance with appropriate regulation.

**SECTION 3.** Initiation of adverse actions for absenteeism, tardiness, AWOL, sleeping on duty, reporting to work under the influence, drinking on the job, or marginal or unsatisfactory job performance strictly related to alcohol or other drug abuse will be postponed only one time for up to 90 days for employees who are enrolled and satisfactorily progressing in an approved alcohol/drug program, unless retention in a duty status might result in damage or loss of Government property or funds, personal injury to the employee or others, or adversely affect national security. Once an adverse action has been initiated against an employee who previously refused rehabilitation assistance or did not satisfactorily complete the program, the proposed adverse action need not be delayed as a result of the employee's subsequent request for rehabilitation.

**SECTION 4.** Records created in relation to an employee's alcohol or drug problem will be regarded as confidential. Such official records will be made available on a strict need to know basis only.

**SECTION 5.** An employee may contact the Employee Assistance Program on a self-referral basis. An employee may seek assistance and counsel on alcohol or drug problems without jeopardizing job or promotional opportunities.

**SECTION 6.** The Union, because of its relationship with unit employees, can offer guidance and support to employees and improve employee confidence in rehabilitation programs.

**SECTION 7.** When an employee is medically diagnosed as having an alcohol or drug abuse problem, leave may be granted in accordance with agency regulations, sick leave, annual leave and leave without pay, in order to attend a certified program of treatment and rehabilitation.

## ARTICLE THIRTY-TWO

### ALCOHOL AND DRUG ABUSE PROGRAM

**SECTION 1.** A drug-free workplace program shall be implemented within the bargaining unit as outlined in the Drug-Free Workplace Program pamphlet dated July 1996. The purpose of the program is to set forth objective, policies, procedures and implementation guidelines to achieve a drug-free workplace consistent with Executive Order 12564 and Public law 100-71.

**SECTION 2.** Successful rehabilitation of an employee who has an alcohol or drug abuse problem, which affects his job performance, requires a high degree of employee motivation. The Union and the Employer can best assist the employee by combining their resources to stimulate the employee's motivation.

**SECTION 3.** The Union, because of its relationship with unit employees, can offer guidance and support to employees and improve employee confidence in rehabilitation programs.

**SECTION 4.** The Employer and the Union recognize the importance of early identification and rehabilitation of cases of alcoholism or drug abuse, which affect job performance. Both parties agree to cooperate in aiding the employee whose work performance indicates a potential alcohol or drug abuse problem by referring the employee to military or community resources for consultation, treatment, and rehabilitation. The employee's motivation toward rehabilitation should be enhanced by his clear understanding that failure to correct the problem may lead to disciplinary or adverse actions for unsatisfactory job performance.

**SECTION 5.** Supervisors have the right and responsibility to discuss job performance and/or conduct with an employee in a counseling session or corrective interview. In the context of this article, the focus of corrective interviews or employee-supervisory counseling sessions is on issues of job performance or conduct rather than diagnosis or judgements of alcoholism or other drug abuse.

**SECTION 6.** When based on a supervisor's observation an employee's performance, interview or counseling, it appears that referral for an alcohol or drug problem is appropriate, the Union will encourage the employee to respond positively to the referral. The assistance may include joint discussions between the supervisor, employee, and steward where mutually deemed appropriate.

**SECTION 7.** When an employee is medically diagnosed as having an alcohol or drug abuse problem and requests leave in accordance with agency regulations, sick leave and leave without pay shall be granted for a certified program of treatment and rehabilitation. For the purposes of this section, an employee may substitute annual leave for approved sick leave, if the request is made at the time the sick leave is approved.

**SECTION 8.** The Employer will consider the employee's positive efforts in seeking treatment and rehabilitation when determining whether disciplinary or adverse action will be taken regarding job performance deficiencies.

**SECTION 9.** Records created in relation to an employee's alcohol or drug problems will be regarded as confidential. Such official records will be made available on a strict need-to-know basis only.

**SECTION 10.** An employee may seek assistance and counsel on alcohol or drug problems without fear of jeopardizing job or promotional opportunities.

**SECTION 11.** If a training program for supervisory personnel in referral skills and early identification of work performance problems which may be alcohol or drug related becomes available, Union officials shall be permitted to participate.

## ARTICLE THIRTY-THREE

### LEAVE TRANSFER PROGRAM

**SECTION 1.** In accordance with AR 215-3, Section 5-13, the Employer will establish a Leave Transfer Program. This program permits Army NAF employees to donate annual leave to other Army NAF employees located within the same installation NAFI for documented medical emergency situations.

## ARTICLE THIRTY-FOUR

### EQUAL EMPLOYMENT OPPORTUNITY

**SECTION 1.** The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, or handicapping conditions in accordance with applicable laws and regulations and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

**SECTION 2.** The Employer will carry out a continuing affirmative program designed to insure equal opportunity and to eliminate every form of discrimination covered under current and future Equal Employment Opportunity laws, regulations and policy.

**SECTION 3.** The Employer will attempt to utilize the present skills of employees by various means, including the redesigning of jobs where feasible, and providing opportunities for employees to enhance their skills through on-the-job training, work-study programs, and other training measures so that they may perform at their highest potential and advance in accordance with their abilities.

**SECTION 4.** The Union will be entitled to designate a representative to Fort Bragg Special Emphasis Committee and to provide input to the committee, as appropriate.

**SECTION 5.** The Equal Employment Opportunity Office will prepare annual affirmative employment plans for minorities, women, and individuals with disabilities. A copy of these reports will be furnished to the Union and data from it that is of interest to employees will be published in the Civilian Employee Bulletin.

**SECTION 6.** The Employer will appoint and maintain a reasonable number of trained EEO counselors. At such times as new or additional counselors may be required, the Union may recommend individuals for appointments to counseling duties except those employees serving in the capacity of Stewards and Union officers. Individuals of the Union serving in those capacities may become EEO counselors only if they resign from such positions.

**SECTION 7.** The Employer agrees that an employee desiring to consult with an EEO counselor shall have the right to consult with the counselor of his choice, and shall be afforded the use of a reasonable amount of official time.

**SECTION 8.** An employee who believes/perceives he/she has been discriminated against may pursue his/her dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated with and EEO counselor within forty-five (45) calendar days of the discriminatory act or of the employees becoming aware of his/her choice, as provided by regulation, in pursuing and EEO complaint.

## ARTICLE THIRTY-FIVE

### ARMY IDEAS FOR EXCELLENCE PROGRAM

**SECTION 1.** The Employer and the Union agree that all employees in the Unit shall be encouraged to participate in the Army Suggestion Program, and all suggestions should be processed/evaluated in a timely and expeditious manner. In this regard, if an employee encounters unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted suggestion, he may contact the Suggestion Program Coordinator or his immediate supervisor, who, in turn, will make every effort to resolve the matter. The services of appropriate civilian personnel specialists and the Suggestion Program Coordinator will be available to the contributor and/or supervisor to assist in these matters.

**SECTION 2.** Employees will be encouraged to discuss prospective suggestions with their immediate supervisors. The Employer agrees to ensure that immediate supervisors are aware of their responsibilities to encourage, aid, assist, and support employees in preparing suggestions without expecting or receiving credit as co-contributor of the suggestion.

**SECTION 3.** Rejection of any suggestion will be forwarded to the contributor by letter with a copy of the evaluation attached as an enclosure, with reasons indicated. The contributor may review the evaluation and contact the Suggestion Program Coordinator immediately if he/she feels the evaluation is incomplete to furnish additional data/justification to support his/her views. Based on additional data, the Suggestion Program Coordinator will request re-evaluation of the suggestion and advise the contributor of the results.

**SECTION 4.** In the event circumstances preclude the complete processing of a suggestion within a ninety (90) day period, the Suggestion Program Coordinator will furnish, at the request of the contributor, a reason for the delay.

## ARTICLE THIRTY-SIX

### DISCIPLINARY ACTIONS

**SECTION 1.** The maintenance of discipline will be achieved, to the maximum extent possible, through cooperation, fairness, good supervisory practices, and adherence to reasonable standards of conduct. The objectives of disciplinary action are to motivate employees to achieve desired objectives, promote effective employee utilization, and promote efficiency. Discipline will be taken only for just cause and will be based on the preponderance of evidence. Where disciplinary action is necessary it will be administered promptly, reasonably, and without discrimination. In all cases disciplinary actions should be initiated within a reasonable timeframe after the discovery of the incident by appropriate supervisory officials.

**SECTION 2.** Prior to issuing a formal disciplinary action to an affected employee, an inquiry will be made by the Employer to document the facts and determine whether or not to proceed with the action. An employee, who, during questioning or examination in connection with the investigation, reasonably believes that the investigation may result in disciplinary action, has the right to a Union representative, provided the employee makes such a request. If the employee elects representation, any further questioning will be conducted only in the presence of the representative.

**SECTION 3.** All disciplinary actions will be processed in accordance with the collective bargaining agreement and applicable regulations and employees shall be afforded all rights and privileges provided therein.

**SECTION 4.** The procedure for taking a formal disciplinary action other than reprimands is for the Employer to issue a notice of proposed disciplinary action which will advise the employee of the infraction or breach of conduct and when and where it occurred as well as any regulatory requirements.

**SECTION 5.** Types of disciplinary action are written reprimands, suspensions from duty without pay and separation for cause.

**SECTION 6.** An employee against whom a suspension of less than 14 days is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. A reasonable time, not less than ten (10) calendar days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his/her reply;
- c. Be represented by the Union; and
- d. A written decision and specific reasons will be rendered within ten (10) calendar days after receipt of reply unless extended by mutual consent.

**SECTION 7.** An employee against whom a separation for cause or an adverse action, (i.e., suspension of 14 days or more) is proposed is entitled to:

- a. At least thirty (30) calendar days advance written notice, unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations and laws stating the specific reason for the proposed action.

## DISCIPLINARY ACTIONS CONTINUE

b. Not less than fifteen (15) calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;

c. A written decision and specific reasons will be rendered within fifteen (15) calendar days after receipt of reply unless extended by mutual consent.

Nothing within this section shall be construed to limit management's right to effectuate discipline.

**SECTION 8.** The Employer will, upon receipt of a reply by the employee against whom a separation or suspension is proposed, will give the reply careful, detailed, and objective consideration before rendering, in writing, a final decision. The Employer will inform the employee in the decision letter of his/her grievance rights.

**SECTION 9.** Grievances resulting from disciplinary/adverse actions may be grieved only through the Negotiated Grievance Procedure provided for in this Agreement, commencing with the second step. Grievances must be filed within fifteen (15) calendar days of the effective date of the action.

**SECTION 10.** The parties recognize that in some cases management may possess data which the Union properly requires in order to represent bargaining unit employees. In such cases, upon request by the Union, and to the extent not prohibited by law management will furnish data which is normally maintained by management in the regular course of business and which is reasonably available and necessary for full and proper discussion, understanding and/or negotiation of subjects within the scope of collective bargaining and representation of employees.

**SECTION 11.** Responsible judgment will be exercised in selecting among a variety of disciplinary penalties which may be imposed. The seriousness of the offense, the past record of the employee, the circumstances contributing to the offense, the probable effectiveness of the penalty in stimulating improvement, the reasonableness of the penalty, the time period since a previous like offense, and the influence of the penalty on the morale of other employees--all must be considered in reaching a decision on the action to be taken. In addition, there may be factors and considerations other than those mentioned above which are pertinent to the selection of the penalty.

**SECTION 12.** Suspensions pending disciplinary actions.

a. An employee may be placed on suspension without pay pending disciplinary action, when retention of the employee might result in damage to or loss of property or funds, or might be injurious to the employee or others, or when there are justifiable reasons to believe that the employee is guilty of a crime for which a prison sentence may be imposed. These suspensions are non-disciplinary actions.

b. If the disciplinary action taken results in suspension, the time spent on suspension pending the action will be counted as part of the penalty time.

**SECTION 13.** If any disciplinary action which involves loss of pay is not upheld, the employee will be "made Whole" financially for pay and restored to the same or similar position with rights and benefits, less any amounts earned by other employment during that period 122. (5 U.S.C. 5596).

**SECTION 14.** Letters of reprimand are generally maintained for a period of two (2) years but may be removed from the official personnel records after one (1) year at the employees request to the supervisor.

**SECTION 15.** A copy of the reasons for proposing and/or effecting a disciplinary action against an employee will be furnished to the employee.

## ARTICLE THIRTY-SEVEN

### GRIEVANCE PROCEDURE

**SECTION 1.** The purpose of this Article is to establish a mutually acceptable procedure for the prompt and equitable settlement of grievances.

**SECTION 2.** All employees will be treated fairly and equitably in all aspects of their employment. Those who believe they have not been treated fairly have a right to file a grievance to the appropriate management officials.

**SECTION 3.** A grievance is defined as any complaint:

- a. By any employee concerning any matter relating to the employment of the employee,
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, group of employees, the Union or the Employer concerning:

(1) The effect or interpretation, or claim of breach of this Agreement; or

(2) Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment

**SECTION 4.** The negotiated grievance procedure shall be the exclusive procedure available to the Union, Employer, and the employees in the unit for resolving grievances which fall within its coverage. However, any employee or group of employees in the unit may present grievances to the Agency and have them addressed without Union intervention, as long as the process complies with the terms of this Agreement and the Exclusive Representative has been given an opportunity to be present at the meeting. No representative of the Union shall solicit grievances. In keeping with the Union's obligation to its employees, may inform employees of their statutory rights and of possible violations of law, policy, and regulations pertaining to conditions of employment.

**SECTION 5.** Grievances will be resolved or decided at the lowest practical organizational level and in the shortest time possible. The grievance meeting shall address only issues raised in the written grievance. Additional issues may be raised by mutual agreement of the parties. Should two or more employees in the Unit have identical grievances, the grievances may be combined at the discretion of the grievant and processed as one and the resolution of the one may be binding on the other grievant. If a decision is awarded in favor of an employee, the employee may be "made whole" financially for pay and receive restoration to duty including employment rights and benefits, in accordance with applicable law.

**SECTION 6.** The following matters are specifically excluded from consideration under the Negotiated Grievance Procedure:

- a. Any examination, certification, or appointment.
- b. Counseling.

- c. Position classifications and reassignments, for a position for which they are qualified and do not result in a reduction of pay or grade of an employee, to a position at the same rate of pay and employment category.
- d. Performance ratings above satisfactory.
- e. Separation for disqualification as stated in AR 215-3.
- f. Any matter which has its own review or appeal procedure as part of its regulatory provisions.
- g. Allegations of mismanagement when no form of personal relief to the employee is appropriate.
- h. Separation during probationary period.
- i. Separation from flexible employment provided all procedural requirements have been met.
- j. Abandonment of position.
- k. Any claimed violation of subchapter III of chapter 73 of this Title (relating to prohibited personnel activities);
- l. Retirement, life insurance, or health insurance;
- m. A suspension or removal under section 7532 of this Title;
- n. The classification of any position which does not result in the reduction in grade or pay of an employee.

**SECTION 7.** The grievant shall be granted reasonable time to prepare for and present his grievance. Representatives who are employees may use the purpose of participating in the preparation and presentation of a grievance, including any hearing held in connection therewith, provided such representational service does not cause undue interruption of work at his/her regular work area. An employee or Union representative desiring official time for the foregoing purposes shall inform his/her immediate supervisor or designee of his/her desire to leave the worksite and must obtain permission to do so before leaving the worksite.

**SECTION 8.** Grievants will not be allowed to use government resources in the work area to file or prepare grievances nor do so on duty time.

**SECTION 9.** If a pay issue is involved and the employee dies or is separated before a decision is reached, the case will be processed to conclusion. If an employee dies and is due back pay or benefits, the monies shall be distributed in accordance with the employee's will, or if the employee has no will, in accordance with the intestate laws of the state applicable to the employee.

**SECTION 10.** The following procedures will apply in processing grievances covered by this Article. Grievances will be discussed with the immediate supervisor within 15 calendar days after the occurrence of the matter out of which the grievance arose, or within 15 calendar days of the employee's first knowledge of the occurrence. In the case of an Employer-initiated grievance, the Union President will receive the grievance. In the case of a Union-initiated grievance, the Civilian Personnel Office will receive the grievance. Grievances will be processed in a fair and impartial manner.

## GRIEVANCE PROCEDURE CONTINUE

a. **STEP 1.** The grievant will submit the grievance in writing to the immediate supervisor. The employer will meet and discuss the grievance with the grievant and/or their representative within seven (7) calendar days after submission. The Employer will render a decision to the grievant within seven (7) calendar days after conclusion of the Step one discussion unless extended by mutual consent.

b. **STEP 2.** If no satisfactory solution is reached as a result of Step 1, and the grievant chooses to pursue the matter further, he/she must submit the grievance in writing to the Director (or designee) within seven (7) calendar days after receipt of the Step 1 decision. The written grievance must identify the employee by name, title, grade or pay level, and organizational unit, and must state the specific nature of the grievance, the Article(s) and Section(s) of the Agreement or other violations in dispute, the remedial action sought, and the designated representative, if any. The Director will meet with the employee and Union representative within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days of the Step 2 discussion, the Employer will issue a written decision.

c. **STEP 3.** If the grievant is not satisfied with the decision issued at step 2, and if he/she chooses to pursue the matter further, he/she must, within seven (7) calendar days after receipt of the Step 2 decision, submit the grievance in writing to the Civilian Personnel Office for review and decision by the Garrison Commander or his representative(s). The Garrison Commander/Representative will review the grievance and render a decision in writing within fourteen (14) calendar days after receipt of the grievance. The grievant(s) and/or their representative may request to meet with the Garrison Commander or his/her designated representative prior to the decision being rendered, this request will only be made by the Union in writing at the time the STEP 3 grievance is submitted and forwarded to the Garrison Commander/Representative. When the action grieved is a suspension of more than ten (10) calendar days or separation the Commander/Representative will meet with the grievant and his/her representative if any. The Commander/Representative may meet with the employee and/or their representative on grievances dealing with issues other than suspension of more than ten days or separation.

**SECTION 11.** The parties recognize that in some cases management may possess data which the Union properly requires in order to represent bargaining unit employees. In such cases, upon request by the Union, and to the extent not prohibited by law, management will furnish data which is normally maintained by management, in the regular course of business and which is reasonably available and necessary for full and proper discussion, understanding and/or negotiation of subject within scope of the collective bargaining and representation of employees.

**SECTION 12.** All grievance timelines specified in this article may be extended by mutual consent of the parties. Failure of the Employer to comply with the timelines for any step in the grievance procedure shall entitle the Union or employee to advance the grievance to the next step. Failure of the Union or employee to comply with the timelines may result in the Employer's denial of the grievance. A grievance may be withdrawn at any time by the Union or grievant. Withdrawal of any grievance must be in writing.

**SECTION 13.** Any grievance not resolved under the terms of this Article may be advanced to arbitration by either the Union or the Employer in keeping with the provisions of Article Thirty-Eight, Arbitration.

## ARTICLE THIRTY-EIGHT

### ARBITRATION

**SECTION 1.** In the event that the Employer and the Union fail to settle any grievance or dispute arising under this Agreement, such grievance, may be advanced to arbitration upon written notice by either party, within ten (10) calendar days following the conclusion of the last step of the grievance procedure.

**SECTION 2.** Within seven (7) calendar days from the date of receipt of the arbitration notice, the moving party shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. Within seven (7) calendar days after receipt of such list, the moving party will arrange a meeting with the other party to strike names from the list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer first and then the Union will each strike one arbitrator's name from the list of seven (7) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. In the event of additional arbitration cases, the selection procedure shall be reversed.

**SECTION 3.** The fee and expense of the arbitrator shall be borne equally by the Employer and the Union. Travel and per diem will be paid at the maximum rate payable to Government employees under the standardized Government travel regulations. The arbitration investigation, and/or hearings, shall be held during the regular work hours, Mondays through Fridays, except for holidays. The employee, his representative, and any witnesses, as determined by the arbitrator, who are employees in a duty status shall be excused from duty without loss of pay or leave for the time necessary to participate in the arbitrator's investigation.

**SECTION 4.** The arbitrator will be requested to render his/her decision as quickly as possible after the conclusion of the proceedings and within thirty (30) days if at all practicable.

**SECTION 5.** The arbitrator shall render his/her findings and recommendations to the Employer and furnish a copy of same to the Union.

**SECTION 6.** Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, in accordance with applicable laws and regulations.

**SECTION 7.** Grievability/arbitrability issues, if unresolved, will be handled as threshold issues at arbitration.

## ARTICLE THIRTY-NINE

### PAYCHECK DELIVERY AND ALLOTMENTS

**SECTION 1.** Paychecks will be delivered in accordance with the Omnibus consolidated Rescission and Appropriations Act of 1996 (P.L 104-134), all NAF employees are required to designate a financial institution to which their pay can be deposited via electronic funds transfer. The initiation of a SF 1199A form will accomplish this action.

a. There are provisions for a waiver in very few extreme circumstances. Examples of instances that may be considered for waiver might include:

1. Situations where it would cause the employee undue hardship.
2. An employee has a court order that cannot be amended which states the employee cannot have a banking account.

b. Any employee who believes he/she might qualify for waiver, must provide a letter, including along with justification, to the following address:

DEFENSE FINANCE AND ACCOUNTING CENTER Indianapolis division

Attn: DFAS-IN/AQA (Hugh Severance)

Column 337r, 8899 East 56th Street

Indianapolis, Indiana 46249-2130

**SECTION 2.** Allotments from an employee's paycheck may be deposited in specific banks, credit unions, and savings and loan offices in accordance with applicable regulations and instructions and by completion and approval of the appropriate form(s).

## ARTICLE FORTY

### PAYROLL DEDUCTIONS OF UNION DUES

**SECTION 1.** The Employer shall deduct Union dues from the pay of all eligible employees who voluntarily authorize such deduction.

**SECTION 2.** An employee may authorize an allotment of pay to cover Union membership through voluntary allotment.

**SECTION 3.** The Union will provide employees with the dues deduction form (Standard Form 1187) for membership upon request by an eligible employee. The dues amount will be certified and the completed form will be provided to the NAF CPAC for processing through the appropriate payroll procedures.

**SECTION 4. The Employer agrees to:**

a. Promptly notify the Union of the revocation of an allotment for Union dues by an employee and a copy of the Standard Form 1188 authorizing revocation will be provided to the Union.

b. The Employer will maintain allotment revocation forms (Standard Form 1188) and provide the forms to employees requesting them.

**SECTION 5.** An employee may revoke his dues deduction authorization at any time after twelve (12) months from authorizing the deductions, or upon the expiration of this Agreement if sooner. The NAF CPAC will not accept revocation forms prior to establishing the appropriate timeframe.

**SECTION 6.** If the amount of the regular dues is changed, the Union will certify such change in writing to the NAF CPAC. Only one such change will be made in any period of 12 consecutive months.

**SECTION 7.** Where the renegotiation of the Agreement is pending or in process, and the parties are unable to complete such renegotiations by the termination date of the Agreement as a result of pending third-party proceeding involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the bargaining unit, payroll withholding dues of member of the Union shall be continued until resolution of the dispute or issue unless such member revokes his or her authorization.

## ARTICLE FORTY-ONE

### PRINTING AND PUBLICIZING THE AGREEMENT

**SECTION 1.** After approval of the Agreement by the appropriate authorities, the Employer will provide the Union with 100 copies of the Collective Bargaining Agreement within two (2) months of approval. The Agreement will be printed on 8.5 x 11 inch size paper. The agreement will be accessible electronically on the CPAC Website. The Union will also be provided a PDF and Word formatted electronic copy of the agreement.

**SECTION 2.** The Union will be responsible for the initial distribution of the Agreement to bargaining unit members, as well as cost of any additional copies needed by the Union during the term of this agreement.

**SECTION 3.** Management will conduct training on all revisions to the Agreement for all supervisors.

## ARTICLE FORTY-TWO

### AMENDMENTS TO THE AGREEMENT

**SECTION 1.** Amendments to the Agreement may be required due to changes in applicable laws, or regulations and policies of appropriate authority. In such an event, the parties will meet within 30 days after receipt of implementing instructions for such changes for the purposes of negotiating new language to satisfy mandatory requirements. Such amendment(s) as agreed to will become effective on the date of approval by DOD Civilian Personnel Management Services.

**SECTION 2.** The Employer and the Union for the life of this Agreement agree that upon mutual consent of both parties this agreement may be reopened for renegotiation.

## ARTICLE FORTY-THREE

### GENERAL PROVISIONS

**Section 1.** The Union will be provided a copy of AR 215-3 and all changes thereto. Upon request the Union will be granted access to regulations necessary to assist them in carrying out their representational tasks that are not provided via the Internet.

## ARTICLE FORTY-FOUR

### USE OF FACILITIES AND BULLETIN BOARDS

**SECTION 1.** Reasonable space will be provided to the Union for posting of appropriate notices on employee bulletin boards. The Union shall be responsible for posting and removing materials in its assigned space, and agrees not to post material that does not meet the guidelines in Agency regulations concerning posting or distributing of Union material.

**SECTION 2.** The Employer will provide sufficient office space to house the Union office personnel and equipment. No rental charge will be assessed for the space and it will be reasonably accessible to employees of the bargaining unit.

**SECTION 3.** Furnishings will be made available to the Union on a loan basis for use in their offices providing such equipment is available. The Employer agrees to provide three (3) Class C telephone lines for Union use at Union Hall. Officers and Union Representatives assigned to the Unit will have access to on-post telephone service for use when necessary in conducting official Union business. The Agency also agrees to provide, so long as funds are available to do so, a photocopier (2500 copies or less per month) of the current Fort Bragg cost-per-copy contract which includes routine maintenance. Any usage over the stated amount will result in the Union being responsible for any additional charges for that month.

**SECTION 4.** The Employer agrees to provide space, if available, for the Union to assemble officers, representatives and/or members for meetings during non-duty time of employees involved. The Union will request such facilities from the Human Resources Officer/Designee in writing and will provide janitorial and/or security services when required by the Employer.

## ARTICLE FORTY-FIVE

### UNIT MEMBERSHIP LIST

**SECTION 1.** Upon the Union President or National Representative's written request, but not more frequently than twice each year, the Employer will provide a listing of Local unit member's names, work locations, job titles and grades.

**SECTION 2.** The local President will be provided in writing the name and work location of each newly hired bargaining unit employee on a monthly basis.

**SECTION 3.** The Employer agrees to provide listings every six (6) months of dues paying members.

## ARTICLE FORTY-SIX

### DURATION OF THE AGREEMENT

**SECTION 1.** This Agreement shall be binding upon the Employer and the Union for a period of three (3) years from the date of approval and from year to year thereafter not to exceed five (5) years unless either party shall notify the other party in writing at least sixty (60) days, but no more than one hundred five (105) days prior to the anniversary date of its desire to modify or terminate this Agreement. If either party serves such notices, representatives of the Employer and the Union will meet within sixty (60) days of receipt of the notice and consult as to further negotiations or other courses of action.

**SECTION 2.** This Agreement shall be subject to review by DOD Civilian Personnel Management Services, for legal, regulatory, and negotiability compliance. The review will be complete within thirty (30) days from the date of the Agreement's execution. In instances of regulatory violations, the discovering agency will convey the violation to the applicable parties for resolution. The head of the agency shall approve the agreement within 30 days from the date the agreement is executed if the agreement is in accordance with the provisions in 5 C.F.R. 24. 7114 (c) 2.

**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 5 U.S.C. Chapter 71.

**SECTION 4.** This agreement is subject to reopening by mutual consent of the parties concerned. When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is affected.

APPENDIX A

REPORT FOR UNION REPRESENTATIVE'S USE OF OFFICIAL TIME

Instructions:

Representatives will complete this form and submit it Supervisor when official time is needed. The form will be submitted to the supervisor as early as possible in to assist with staffing concerns. The upper portion will be completed by the representative and submitted to the supervisor. The lower portion will be completed by the supervisor. A copy of the approved/disapproved document will be provided to the representative after being signed by the supervisor. Upon completion of the form, the supervisor is to submit a copy to the NAF Human Resources Officer – 908-1369.

Official's Portion:

Name of Official - \_\_\_\_\_

NAFI (Activity) - \_\_\_\_\_

Branch - \_\_\_\_\_

Time Requested –

Date: \_\_\_\_\_

Beginning: \_\_\_\_\_

Ending: \_\_\_\_\_

Representation for:

- Negotiated Grievance Procedure
- Adverse Action Appeal or Hearing
- Discrimination Procedure
- CPAC-Union Meeting
- Labor Negotiations
- Other

Supervisor's Portion:

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Name of Supervisor Completing Form: \_\_\_\_\_

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

Reason for Disapproval: \_\_\_\_\_

Optional Time Provided: \_\_\_\_\_

Actual Time Used: \_\_\_\_\_

Phone Number and Email: \_\_\_\_\_

8. Once this form is completed the employee will be given a copy.