

NONAPPROPRIATED FUND  
LABOR-MANAGEMENT AGREEMENT

BETWEEN

American Federation of Government  
Employees AFL-CIO, Local 1815

AND

Department of the Army, Directorate of Family and Morale,  
Welfare and Recreation, Child Development Center  
Fort Rucker, Alabama

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## **PREAMBLE**

In accordance with Chapter 71 of Title 5 US Code regarding Federal Labor Management Relations, subject to all applicable statutes and subject to non- government wide regulations with which this contract does not conflict, the following articles of this Agreement constitute an agreement by and between the Department of the Army, U.S. Army Aviation Center of Excellence, Directorate of Family, Morale, Welfare and Recreation, Child Development Center, Fort Rucker, Alabama, (hereinafter referred to as the Employer) and the American Federation of Government Employees, Local 1815 (hereinafter referred to as the Union), for the employees in the unit described herein (hereinafter referred to as the Employees). The Employer and the Union are collectively referred to as the Parties.

WHEREAS, Congress has found that the public interest demands the highest standards of employee performance and continued development and implementation of modern progressive work practices to facilitate and improve employee performance and efficient accomplishment of the Government through collective bargaining; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

## **ARTICLE 1**

### **RECOGNITION & UNIT DESCRIPTION**

#### **Section 1. Recognition**

a. The Employer recognizes American Federation of Government Employees,(AFGE) Local 1815 as the exclusive representative of all employees in the unit(s) described below. This is in accordance with the Certification of Representative issued August 14, 2008, by the Federal Labor Relations Authority - Atlanta Region.

(1) Included: All Non-Appropriated fund (NAF) employees of the Directorate of Morale, Welfare and Recreation, Child Development Center, Fort Rucker Alabama.

(2) Excluded: All management officials, professional employees, supervisors, flexible employees who have been employed for less than 120 consecutive days and employees described in 5 U.S.C. §7112 (b) (2), (3), (4), (6) and (7).

b. Employees represented under another collective bargaining agreement are not included under this bargaining unit or Agreement.

## **Section 2. Provisions**

The provisions of the Agreement shall be binding upon the parties in regard to any eligible Employees added to this Unit due to organization, election, or addition of new programs, or resulting from the decisions of the Federal Labor Relations Authority.

## **ARTICLE 2**

### **DEFINITIONS**

#### **1. REGULAR EMPLOYEE**

A regular employee is an employee who is serving under a regular appointment. Regular employees are further categorized as Regular Fulltime (**RFT**), if the workweek is 40 hours; or Regular Part-time (RPT), if the workweek is from 20-39 hours. The minimum workweek for Regular Part-time is 20 hours.

#### **2. FLEXIBLE EMPLOYEE**

A flexible employee (FLX) serves under a flexible appointment on either a scheduled or an as needed basis. Employees paid on the NA/NL/NS/CY or NF pay schedules who are regularly scheduled should be identified with the guaranteed number of hours each week on the DA Form 3434. There is no upper limit to the hours a flexible employee may work (subject to overtime limitations and scheduling requirements).

#### **3. PROBATIONARY EMPLOYEE**

A probationary employee means a regular employee who has completed less than twelve (12) months of continuous employment.

#### **4. UNION**

The Union means the American Federation of Government Employees, Local 1815.

#### **5. EMPLOYER**

The Employer means the U.S. Army Aviation Center of Excellence, Directorate of Family, Morale, Welfare and Recreation, Child Development Center, Ft Rucker, Alabama.

#### **6. COMMANDER**

The Commander means the Commanding General.

**7. DAY .**

A day means a calendar day unless otherwise specifically stated.

**8. e-OPF**

The OPF means the Electronic Official Personnel Folder, maintained by the NAF Personnel Unit.

**9. NAF**

NAF means Non-Appropriated fund.

**10. NFCPAC**

NFCPAC means the Non-Appropriated fund Civilian Personnel Advisory Center.

**11. EMPLOYEE**

Employee means a member of the bargaining unit described in Article 1.

**12. GENDER**

Whenever the words he, she, himself, herself, him or her are used they are meant to represent both male and female unless otherwise stated.

**13. FILING DEADLINE/DATE**

Whenever a filing deadline or suspense date falls on a non-scheduled workday, the deadline shall be the next workday of the administrative workweek.

**14. ADVANCED RESIGNATION**

Any notice of advanced resignation given by an employee resigning from his or her position must be in writing and given at least 7 days prior to the effective date.

**15. PRIMARY CAREGIVER**

Regularly scheduled full-time and part-time employees assigned on a consistent basis to specific groups of children within full day and part day programs.

**16. CDC**

Child Development Center

**ARTICLE 3**

**PROVISIONS OF LAWS AND REGULATIONS**

It is agreed and understood by the Employer and the Union that, in the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws, Executive Orders and regulations of appropriate authorities; by published agency policies and regulations in existence at the time this Agreement is approved that are not in conflict with this Agreement; and by subsequently published agency policies and regulations required by law or regulations of appropriate authorities.

However, the Union reserves the right to negotiate the Impact and Implementation of those policies and regulations on the Bargaining Unit Employees.

## ARTICLE 4

### EMPLOYER RIGHTS

Management/Employer rights are those stated in 5 USC§ 7106:

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."

c. The Employer shall take necessary actions to inform employees of the right under Weingarten (5 USC §7114 (a) (3)) on an annual basis and during in-processing of new employees. The Employer is obligated to keep employees informed of rules, regulations, policies, and procedures under which the employees are obligated to operate.

## **ARTICLE 5**

### **EMPLOYEE RIGHTS**

#### **Section 1. Applicable Law**

a. 5 USC § 7102 states:

"Each employee shall have the right to form, join or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Civilian Service Reform Act, such right includes the right -

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter."

b. 5 USC § 7114 (a) (2) (B) states:

"An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at-

(8) any examination of an employee in the unit by a representative of the agency in connection with an investigation if -

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation."



## **Section 2. Non-Discrimination**

The Union and the Employer affirm their joint opposition to illegal discriminatory practices in connection with employment, promotion, or training, believing that the public interest requires the full utilization of employees' skills and abilities without regard to age, sex, race, religion, color or national origin, handicapping condition, marital status, lawful political affiliation or other conditions covered by law.

## **Section 3. Employee Communication(s)**

a. Any employee, regardless of Union membership, may bring matters of personal concern to the appropriate officials in accordance with applicable laws, regulations, or agency policies.

b. Employees may request to communicate with supervisory or management officials other than the employee's immediate supervisor or with other appropriate staff to discuss concerns (including personnel staff, EEO staff, Union representatives, and/or other persons designated to discuss employee concerns and provide assistance to employees). The employee will request permission from their immediate supervisor to leave the job for this purpose and will provide an approximate length of time needed, the location where the employee will be, and/or how the employee may be contacted, if needed. If due to mission requirements, the immediate supervisor cannot allow the employee to leave as requested, he or she must provide an alternate time to the employee.

c. Consistent with Title VII, nothing in this agreement shall authorize participation in the management of a labor organization or acting as a representative of a labor organization by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

## **Section 4. Other Representatives**

Pursuant to 5 USC 7114(a)(5), employees have the right to be represented by an attorney or by a representative of their choice, in any grievance or statutory appeal action, except in the case of grievance or appeal procedures negotiated under this chapter.

## **Section 5. Employee Files**

Employee files are maintained and available in their e-OPF. The Employer agrees to advise employees concerning the Electronic Official Personnel File (e-OPF) as part of the new employee in-processing. The employee may request and be provided information on how to obtain a copy of any document in his/her e-OPF file. Upon request, an employee will be authorized at the earliest mutually convenient time to review his/her

Worker's Compensation Files and Retirement benefits. The employee may be assisted by his steward or designated Union representative as authorized in writing by the individual.

### **Section 6. Courtesy in the Workplace**

The Employer agrees to treat employees in a fair and equitable manner. The Parties believe all employees and supervisors must conduct themselves in a professional manner recognizing the need to accomplish the mission of the Employer.

### **Section 7. Federal Tort Claims Act Coverage**

The Government may provide legal representation, consistent with law and regulations, for employees against whom suit is brought based upon activities alleged to be within the scope of their official duties. Upon request, the Employer agrees to provide information to employees who are considering and making a request for legal representation. This section does not obligate the Employer to anything more than the Federal Tort Claims Act would obligate the Employer.

### **Section 8. Probationary Period**

Probationary Period will be served in accordance with AR 215-3, Section 2-19. At the Union's request, management will provide a listing of probationary employees in the bargaining unit.

### **Section 9. No Reprisal**

Management/Supervisors will not take reprisal actions against employees for the exercise of any appeal right granted by law, rule, regulation, or this Agreement.

### **Section 10. Privacy**

Counseling sessions will be held in private. On the spot corrections, comments on work product, and instructions to make immediate corrections are not considered counseling sessions but will be made as discreetly as possible.

### **Section 11. Participation in Awards Program**

The Parties agree to encourage participation of employees in the DFMWR Awards Program. The Employer agrees to ensure all employees are fully informed on requirements of the Awards Program.

### **Section 12. Child Development Center**

Employees may apply to use the installation military Child Development Center and to request assistance and utilize installation referral services to use on-base family child care provider service per governing statute,

Agency regulations, and policy and directives issued by the Employer. The costs of the use of the child care facilities, to include registration fees and basic fees, will be based on total family income consistent with the criteria established in accordance with governing regulations.

### **Section 13. Charities**

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

### **Section 14. Union Affairs**

Employees in the unit shall not be canvassed or questioned in any manner in regards to whether or not they are or are not members of the Union, or as to any internal Union affair.

### **Section 15. Handbooks/SOPs**

Handbooks for employees will be provided to each employee during in-processing or orientation. Any change(s) to the handbook or SOPs will be provided to the Union for review for possible change in conditions of employment prior to implementation.

### **Section 16. Union Recognition**

Each new employee hired to a position in the Unit shall be advised (in writing) at the time of in-processing that the Union is the exclusive representative for all employees under this agreement and of his or her right to join as a dues paying member or not. All employees covered under this agreement will be advised of the locations of this agreement. Each employee will be advised as to the name(s) of the primary stewards/representatives for the CDC.

## **ARTICLE 6**

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

#### **Section 1. Recognition**

(a) In accordance with U.S.C. 5 Chapter 71, the Union shall have the responsibility to represent all members of the bargaining unit and is responsible to represent them in accordance with U.S.C. 5 Chapter 71 §7114 and other applicable laws.

(b) The Union shall have the right to present its interest to the Employer, either orally or in writing, and to have such interests

considered in the formulation and development, and to negotiate the impact and implementations of personnel policies and practices, and matters affecting work conditions as provided for by law.

## **Section 2. Formal Discussions**

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

**Section 3.** The Employer will agree to furnish the Union a list of the names, position titles and grades, by organizational grouping, of all employees in the bargaining unit on a quarterly basis.

**Section 4.** The Union will direct correspondence or other communications to the NAFCPU or as otherwise stated in this agreement. The Employer will direct correspondence or other communications to the Union's primary official or designee. The Union President or designee will be the primary person in contact with the designated management official(s) on matters involving personnel policies and/or practices or other general conditions of employment. The Union President will designate an alternate as point of contact whenever he is not readily available.

## **ARTICLE 7**

### **LABOR RELATIONS**

#### **Section 1. Negotiations on CBA**

The Employer and the Union agree to negotiate in good faith to meet their statutory obligation, which includes the obligation to approach the negotiations with a sincere resolve to reach a collective bargaining agreement, to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment, and to meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays.

#### **Section 2. Cooperation**

Two-way cooperation is essential to the development of an effective partnership. Partnership decisions will be based on full and open discussions; we will bargain, share information and conduct discussions in good faith striving to achieve consensus on decisions that best serve the country, the Army, our Soldiers and employees; our process will stress fairness and equity, and high personal accountability.

### **Section 3. Confidentiality**

The Parties mutually agree confidentiality will be respected. Any information that the Union or Management obtains in order to represent the employee during the Impact and

Implementation process will be kept confidential and shared only with employees who are directly impacted.

## **ARTICLE 8**

### **LOCAL REPRESENTATION/OFFICIAL TIME**

#### **Section 1.**

The Employer will recognize all Union Representatives authorized by the Union. The Union shall furnish in writing, as changes occur, a list of all officers and representatives to include the name and organization. The Union has the responsibility to name representatives as needed.

#### **Section 2.**

Official time, IAW 5 U.S.C. 7131, during duty hours will be granted, without loss of pay or benefits in accordance with applicable laws and regulations, to permit the Union representatives employed by CDC to carry out their representational duties to the employees. Prior to leaving their work site on official time, Union Officials or representatives will coordinate with management. The Employer recognizes that representatives must devote a considerable amount of time accomplishing representational duties and functions. Prior to or upon entering a work area other than his/her own, the Union representative will first advise the appropriate supervisor of his/her presence and the name(s) of the employee(s) to be contacted. If permission is denied, the Union representative will be informed of the reasons for denial and when he/she can reasonably expect to see the employee(s).

AFGE Local 1815 is authorized two representatives from the Child Development Center for a total of three hours each of duty time per week, unless compelling work commitments (mission) requirements dictate otherwise, for Union business at Fort Rucker, AL. Any other times will be coordinated on a case by case basis. These officials/representatives will maintain this status for the entire period of their appointment. The performance rating for employee(s) on official time will be in accordance with applicable regulations, currently 5 C.F.R., Part 430. Employees serving in these positions will receive credit for service in accordance with AR 215-3. Performance appraisals for other Unions officials/representatives who perform Union duties on official time will not be lowered on the basis of Union

activities.

### **Section 3.**

Activities in which the Union officials or representatives may appropriately engage themselves during official time without charge to leave or loss of pay include the following:

- a. Receive, investigate, prepare, and present employee grievances to management.
- b. Represent unit employees in formal disciplinary action proceeding when requested by employees.
- c. Attend formal meeting between management officials and employees in accordance with U.S.C. 5 Chapter 71 §7114 (a)(2)(A)(B).
- d. Prepare for, observe and participate in arbitration hearing.
- e. Negotiate with management officials over grievances, personnel policies or practices, or matters affecting working conditions of unit employees.
- f. Prepare responses to management - initiated proposals for policies, procedures, or regulations.
- g. Attend employee pre-grievance discussions.
- h. Respond to management's grievances.
- i. Participate in monthly Union/Management meetings.
- j. Prepare reports required by law.
- k. Prepare proposals for negotiation.
- l. Prepare for, and conduct, negotiations to arrive at a collective bargaining agreement.

### **Section 4.**

An official record of time used by all employee Union representational activities will be kept on USAAVNC (CPAC) Form 1910-R, 15 Oct 98 (Appendix A).

### **Section 5.**

Activities concerned with internal management of the Union shall be

performed only during non-duty hours of Union representatives and employees concerned.

**Section 6.**

The Union will coordinate with management and employees supervisor to request CDC representatives to attend training and in addition will provide a description of the training and agenda where applicable. If training results in representative receiving a certificate, the Union will ensure that is provided.

**Section 7.**

Union representatives may be given duty time in conjunction with attendance at area, district, and national meetings/caucuses/conventions involving matters of concern to bargaining unit employees. Attendance will be in the capacity of union representative.

**ARTICLE 9**

**ANNUAL LEAVE**

**Section 1.** This section only applies to regular employees.

**Section 2.** Regular employees shall earn annual leave in accordance with applicable laws and regulations.

**Section 3.** A regular employee may use leave as it is accrued. Annual leave will accrue for all hours in pay status up to a maximum of 40 hours per week at the following rates:

- a. Regular employees with less than three years of creditable service, 5 percent.
- b. Regular employees with three years but less than fifteen years of creditable service, 7 ½ percent, except that for the final biweekly period of the leave year, it will accrue at the rate of 12 ½ percent of the total non-overtime hours.
- c. Regular employees with more than fifteen years of creditable service, 10 percent.

<b>ANNUAL LEAVE ACCRUAL</b>	<b>APPROXIMATE NUMBER OF ANNUAL LEAVE DAYS EARNED EACH YEAR</b>
Regular Full-Time Employees, 0-3 Years - 5 percent of hours of a pay period	13 Days
3-15 Years- 7.5percent of hours worked in the first 50 weeks of year	20 Days

More than 15 Years, 10 percent of hours worked in a pay period	26 Days
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A maximum accumulation of 30 days (240 hours) is prescribed for all employees.

**Section 4.**

Regular Part-Time employees are pro-rated on actual hours worked.

**Section 5.**

Annual leave may be taken in 15 minute increments.

**Section 6.**

Approval of leave requests will take into consideration reasonable notice, the workload and staffing requirements of the employee's work unit. Once approved, annual leave will only be cancelled due to mission needs.

Management will approve/disapprove an employee's request for leave within 3 work days. If unable to approve leave, a reason must be provided to the employee and an alternate timeframe provided.

When an employee requests leave while at their duty station, an application for leave must be completed and approved prior to the start of the leave unless the supervisor has established otherwise in accordance with this article. If an employee is away from their duty station at the time leave was requested and approved, the employee will submit an application for leave to his/her supervisor or designee immediately upon the employee's return to duty.

**Section 7.**

Supervisors will issue a reminder to their employees at the beginning of the third quarter of the calendar year to schedule any lose or use annual leave in order to avoid the possibility of forfeiture. Supervisor and Employees will work together to develop a projected leave schedule.

**ARTICLE 10**

**LEAVE WITHOUT PAY**

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

**Section 2.** Employees who are on an approved leave without pay status



shall accrue all rights, privileges, and seniorities in respect to retirement, coverage under the Non- appropriated Fund Retirement Plan, and the Group Health and Life Insurance Program and 401k Plan in accordance with applicable laws and regulations.

**Section 3.** Employees covered under an employer-sponsored health plan have the right to continue health benefits during the period of LWOP and the option of paying their share of premium on a current basis. Failure to pay will result in cancellation.

**Section 4.** The Employer recognizes the obligation to place an employee with the current job grade, rating held and tour of duty before request for leave, if the employee returns no later than the end of the requested leave period.

## ARTICLE 11

### FAMILY AND MEDICAL LEAVE

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

- a. The birth of a son or daughter and care of the newborn;
- b. The placement of a child with the employee for adoption or foster care;
- c. The care of a spouse, son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition (as defined in 5 C.F.R. 630- 1202), or;
- d. A serious health condition (as defined in 5 C.F.R. 630-1202) of the employee that makes the employee unable to perform the essential functions of his or her position.

**Section 2.** Employees who qualify must provide medical certification outlining the nature and severity of the serious health condition and relationship of person with serious health condition.

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

**Section 4.** Employees covered under an employer - sponsored health plan have the right to continue health benefits during the period of FMLA leave. If the employee is in a LWOP status, the employee will have the option of paying a share of health benefit premium on a current basis. Failure to pay

will result in cancellation.

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

## **ARTICLE 12**

### **EXCUSED ABSENCE (ADMINISTRATIVE LEAVE)**

#### **Section 1. Tardiness**

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

#### **Section 2. Time Off to Vote**

Management and Union agree that it's an important civic duty to have the opportunity to vote in elections. Notification of intention to vote must be provided to supervisor (3) days in advance to enable proper staffing. Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work, an employee who is eligible to vote in the election may be granted an amount of excused leave which will permit him/her to report for work three (3) hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off. If an employee's polling place is beyond normal commuting distance and vote by absentee ballot is not permitted, the agency may grant excused absence to the employee, not to exceed one day. If more than one day is needed, the employee may request annual leave or leave without pay. Employees off duty for three (3) hours or more while the polls are open shall not be granted excused leave.

#### **Section 3. Acts of God**

Employees who are prevented from working due to interruptions or suspensions of work operations which arise during their regular shift hours due to acts of God, will be assigned to other work as determined by the Employer. If work is not available for such employees, administrative excuse with pay for the remainder of the shift may be granted eligible employees, without charge to annual or sick leave. Both parties agree that this does not limit management's right to assign or not assign work pursuant to 5 U.S.C. § 7106(a)(2)(B). When the Employer decides during non-duty hours to operate on a reduced basis or close the activity due to adverse weather conditions, the Employer will disseminate the information to local radio and TV stations immediately after the decision is made. When employees are already on leave at the time the NAF activity is shut down or its operations curtailed and the Employer decides to grant administrative leave, the

employee may only be placed on administrative leave for the portion of excused period that extended beyond the period previously approved in accordance with applicable regulations. Questions concerning the applicability of this section will be referred to the appropriate representative of Employer or to the appropriate Union representative. This issue may be grieved under the negotiated grievance procedure.

#### **Section 4. Geological/Weather or Other Hazardous Conditions**

a. Employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions. All employees who are unable to report for duty shall notify their office as soon as possible. The Employer agrees that an employee who is unable to report for duty shall be granted administrative leave provided the employee supplies information which, considered in conjunction with those factors listed in (d), satisfies the Employer that emergency conditions prevented the employee from reporting for duty.

b. All employees shall periodically be briefed on their duties and responsibilities regarding emergency reporting/notification procedures.

c. When the Installation/Emergency Operations Center (IOC) determines hazardous geological/weather conditions exist and the safety of bargaining unit employees is threatened, on duty bargaining unit employees who can be spared from duties may be given administrative leave. Volunteers who remain on duty shall be utilized to the extent operational conditions permit and the parties recommend that appropriate recognition be given.

d. In making the determination to grant administrative leave, the Employer shall consider conditions which threaten employee's home, family, or safe travel to and from home; current meteorological information, news media, official road reports, leave approvals and reduced staffing or closings at other area government facilities. The Employer shall not only consider existing conditions but forecasted conditions as well.

e. The Employer shall ensure that all employees are provided with a procedure that establishes the method of notification, where and when the employee should report to duty.

### **ARTICLE 13**

#### **SICK LEAVE**

**Section 1.** Employees shall earn and be granted sick leave in accordance with applicable laws and regulations.

**Section 2.** Regular full-time and regular part-time employees earn sick leave at the rate of five percent of the total hours in a pay status up to a maximum of 40 hours per week. The minimum accrual is ¼ hour in a pay period. Sick leave is earned from the first pay period of employment and may be used

when earned. Flexible employees have no entitlement to sick leave. There is no maximum for accumulation of sick leave. Sick leave accrual rate equals five percent of hours worked in a pay period. Approximate number of sick leave days earned each year equals 13. The sick leave formula for all qualifying employees is listed below:

<b>SICK LEAVE ACCRUAL RATE</b>	<b>APPROXIMATE NUMBER OF LEAVE DAYS EARNED EACH YEAR</b>
5 percent of hours Worked in a pay period	13 Days

**Section 3.** Sick leave, if due and accrued, shall be granted to employees when they are incapacitated from the performance of their duties, provided that employees not reporting for work because of incapacitation for duty furnish notice to the employer by telephone as soon as practicable, normally within two (2) hours after the beginning of their shift. The employee or family member, in the case of sick leave emergencies, must request the leave directly from his or her supervisor or the supervisor's designee. If the family member calls, the employee should call back as soon as he/she is feeling well enough and talk to the supervisor. Leaving a message with another employee will not be acceptable unless the employee's supervisor or their designee has authorized such a procedure. Failure of the employee to notify the supervisor will result in a charge of absence without leave. It is to be understood that in every instance it is the employee's responsibility to make proper notification to the employer on the first day of absence. Notification in itself does not necessarily mean that sick leave has been approved or disapproved.

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

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

**Section 6.** Employees normally shall not be required to furnish a medical certificate to support an application for sick leave of three (3) work days or less. Periods of absence on sick leave in excess of three (3) consecutive work days must ordinarily be supported by a medical certificate to be filed upon return to duty. It is agreed and understood, however, that the Employer has the right to require that an employee furnish acceptable administrative documentation for an absence of any duration when it is determined necessary.

**Section 7.** In exceptional cases where it is deemed unreasonable to require

a medical certificate, a signed statement by the employee stating the nature of his incapacity and the reason why a certificate was not obtained may be accepted in lieu of the medical certificate.

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

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

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

**Section 11.** An employee will not work in any outside employment during absence on sick leave from his/her scheduled tour of duty.

**Section 12.** This is a voluntary program. Employees may give annual leave to employees who have used all their leave due to illness. Employees requesting leave must have appropriate documentation to receive leave from other employees.

## **ARTICLE 14**

### **HOURS OF DUTY**

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

**Section 2.** CDC employees will be expected, when necessary, to work at night and on weekends and frequently on irregular schedules. The Employer, however, may schedule all full-time employees for five consecutive eight - hour days with two consecutive days off in accordance with applicable laws and regulations. Where irregular shifts are required, such shifts shall be rotated as equitably as possible among the employees determined by management to be qualified to perform the work. Upon request of an employee, prior to the effective date of a work schedule, days off may be exchanged by mutual consent of the employees concerned, consistent with workload requirements and subject to approval by the Employer.

**Section 3.** The workweek for full-time employees consists of 40 hours of work scheduled during not more than five days of the administrative workweek. The basic workweek for part-time employees will consist of a

scheduled tour from 20 to 39 hours of duty each week.

**Section 4.** Except when the head of Agency determines it would be seriously handicapped in performing its mission or costs would be substantially increased, schedules for regular employees will normally be prepared two weeks in advance (except in emergencies), and posted so employees can readily see. Flexible employees will be given a twenty four (24) hour notice of change to a schedule if hours are reduced.

**Section 5.** The regularly established work schedule will normally include a non-paid lunch period. Lunch periods during which the employee is entirely free of duty in connection with his/her job may not be considered duty time and the employee is not compensated for the lunch period. When the nature of an employee's duties requires that he/she remain on his/her duty station, an on-the-job lunch period may be established. The employee will be paid for an on-the-job lunch period not in excess of twenty minutes and if the employee is required to forego his or her non-paid lunch period they will be paid overtime as applicable.

**Section 6.** If an employee is required by the Employer to perform any work, or to be present for receiving instructions, either before or after their regular work hours, they shall be compensated at the appropriate rate of pay for such work.

**Section 7.** The Employer considers rest periods essential to increased efficiency and production, and will grant one (1) fifteen (15) minute rest period during each four hours of continuous work. Module Leads must monitor to ensure staff adhere to 15 minute break period. (It is understood that due to mission requirements, exceptions may be necessary). The rest periods may not be taken in connection with scheduled lunch periods in an effort to extend the lunch period or at the end of the duty day to shorten the duty day. Note: Module Leads must notify management if additional staff above required ratio is available.

**Section 8.** Place of duty is the Child Development Center. Any permanent change of assignment within the Child Development Center is considered a change of condition of employment.

**Section 9.** Temporary, and non-recurring, change of assignment within the Child Development Center less than 30 days can be done at management discretion.

## **ARTICLE 15**

### **OVERTIME**

**Section 1.** Overtime is work performed by employees in the unit in excess of their normal scheduled hours per day or per week, in accordance with AR 215-3, which states administrative workweek schedules. Scheduled overtime is

overtime which is scheduled prior to the beginning of the administrative workweek in which it occurs. **Section 2.** NF, CY (pay band) employees will receive overtime pay for hours worked in excess of forty (40) hours per week and NA (craft and trades) employees eight (8) hours in a day, whichever is greater. The overtime rate is one and one half times the basic rate of pay.

**Section 3.** The Employer agrees that overtime assignments will be distributed fairly among qualified employees in accordance with their particular skills and the Employer's need for overtime work.

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

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

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

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

**Section 8.** An employee who is called back to work at a time other than their scheduled hours of work within their basic workweek shall receive at least two hours' pay, including any shift differential and/or additional pay to which he is entitled.

## **ARTICLE 16**

### **HOLIDAYS**

**Section 1.** Eligible employees whose services are not required by the Employer on any Holiday established by Federal Statute or Executive Order may be excused from duty for the day, without charge to leave and those excused will be entitled to Holiday benefits in accordance with appropriate regulations. The Holidays are listed below:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Christmas Day

**Section 2.** Holiday pay will be paid to regular employees under the following conditions.

a. A regular employee who is precluded from work due to observance of a holiday is entitled to the basic rate of pay for regularly scheduled non - overtime hours as if the employee had worked.

b. A regular employee working on a holiday will receive the same pay as he/she would normally receive on a regular workday, plus the pay to which they would be entitled for the holiday.

c. Premium pay for the holiday work is in addition to overtime pay, night shift differential or premium pay for Sunday work and is not included in the rate of pay used to compute overtime pay, night shift differential or Sunday premium pay.

**Section 3.** Regular employees are entitled to a day off in lieu of a holiday. When the holiday falls outside an employee's workweek, the day to be treated as the holiday will be the day which immediately precedes or immediately follows, or a day designated by the employer, as long as the day does not interfere with regular operation of facilities.

**Section 4.** Regular employees are entitled to holiday premium pay; however, part-time employees with a basic workweek of less than five (5) days are entitled to holiday premium pay only when either the legal holiday or day of observance falls on a day in the employee's regularly scheduled workweek. Flexible employees do not receive holiday premium pay, only base pay for work performed on a legal holiday.

**Section 5.** Employees in a leave without pay status will not receive holiday pay.

**Section 6.** Holiday assignments shall be assigned in accordance with applicable laws and regulations. The parties mutually agree and understand that the Employer has the right to assign work. Employees, who prefer to be excused on a holiday, may request to swap with another employee who prefers to perform duty on a holiday. Holiday assignments may be changed by mutual consent. Special attention shall be given to equitable rotation of primary holidays such as Thanksgiving, Christmas, and New Year's Day.

## **ARTICLE 17**

### **CIVIC RESPONSIBILITIES**

**Section 1.** When an employee is under summons to serve on a jury and/or qualify for jury service or is subpoenaed as a witness, time lost from his/her normal work schedule will be charged to Court Leave.



**Section 2.** If an employee is called to perform the above civic duties, he/she shall promptly notify his immediate supervisor or other appropriate authority, in order that arrangements may be made for him or her to so serve. The employee is entitled to without loss of, or reduction in pay, leave to which he/she is summoned to perform such duties. The Employee will provide a copy of the summons to his/her supervisor and upon return provide official written evidence of attendance in court.

**Section 3.** It is agreed that when an employee is excused from jury service or as a witness for one or more days or for a period of a day that would permit him, without undue hardship, to return to duty for as much as three hours during his normal workday, he will do so or request annual leave from his supervisor. Arrangements for use of annual leave for such purpose may be made by the employee, at the time he is applying for court leave or during any day that he is serving as a juror or witness. If the employee has sufficient leave accrued, the supervisor will approve such request unless there are workload considerations which preclude such approval. In the event annual leave is denied, the supervisor will state his reason(s) in writing to the employee.

**Section 4.** Any fees, except reimbursements for meals, travel, lodging or other allowances received from the court for performing such duties shall be delivered to the NAF Payroll Office in the form of cash, check or money order.

**Section 5.** Employees who are on Court Leave status as provided for in this agreement, shall be paid at their basic rate of pay, plus any differential to which they are entitled.

## **ARTICLE 18**

### **AWARDSPROGRAM**

**Section 1.** The Employer and the Union recognize that employees at all levels make outstanding achievements and significant contributions to the NAF mission. The Employer and Union agree that it is a mutual benefit to recognize employees who make such achievements and contributions. Recognition will be accomplished in accordance with controlling regulations.

**Section 2.** The incentive awards program will be managed in accordance with 5 CFR 451, and Army regulation 215-3, and any current or future negotiated supplemental instructions, and this Agreement. Employees may nominate other employees for awards.

**Section 3.** All employees will be provided a fair and equitable chance to receive an award and all awards will be distributed on such a basis. The Employer will take advantage of awarding "time off" awards of 1 to 80 hours of time, not to exceed 80 hour for any one employee during a calendar/fiscal year.

**Section 4.** The Employer agrees to develop and implement an internal

incentive awards program to help promote productivity and continuity of employees. This awards program will be developed and implemented in accordance with all applicable laws and regulations.

## ARTICLE 19

### PROMOTION AND DETAILS

**Section 1.** The Employer will ensure that all qualified employees have an equal opportunity for details or promotions. The Employer will consider interested and qualified employees for noncompetitive conversion prior to submitting RPA's (Request for Personnel Action) for recruitment for regular full-time and regular part-time positions. Such positions will be posted for five workdays on all bulletin boards at the CDC locations. And both parties agree to utilize the procedures outlined in AR 215-3 and this agreement.

#### **Section 2. Details**

a. A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to their regular duties at the end of the detail. Details will be made in accordance with applicable regulations and this Agreement. Details in excess of 30 days will be recorded on DA Form 4017 with a set of duties and/or a job description/position guide. Details of employees to a higher graded position or to a position with known promotion potential will not exceed sixty (60) days. Documentation of any detail will be placed in the employee's e-OPF.

b. Selections of employees for detail assignments will be made in accordance with applicable laws and regulations. The parties understand that the Employer has the right to determine employee qualifications when making detail assignments however, it is also understood that the Union will be notified of the impending detail and given opportunity to invoke I&I. The selecting official shall be responsible for informing the employee of the detail assignments with reasons will be provided for the assignment, duties to be performed, estimated duration. The selecting official is also responsible for ensuring details are properly recorded and timely terminated.

c. Temporary promotion actions will be utilized to fill higher graded positions for periods of sixty (60) days or more. When it is known in advance of the detail that the grade is expected to last more than 60 consecutive days, a temporary promotion will be made at the beginning of the detail. Such temporary promotion action will normally become effective not later than fourteen (14) days from the date of initiation of the action.

**Section 4.** All announced vacant CDC positions at Fort Rucker will be posted in a central location within the facility for at least 3 days.

**Section 5.** As determined by the Employer and pursuant to applicable law and regulation, recruitment bulletins will be issued and registers of eligible

applicants for all positions in the Child Development Center will be retained. Announcements will be posted by the Employer.

## **ARTICLE 20**

### **POSITION CLASSIFICATION/DESCRIPTIONS**

**Section 1.** Each Employee shall be furnished a current and accurate copy of his/her position description. The accuracy of the position description will be reviewed annually in conjunction with annual performance appraisal. If management and the employee cannot resolve their differences informally, the accuracy of the position description should be reviewed in accordance with administrative or negotiated grievance procedures.

**Section 2.** The Union will be informed when new or revised standards which have a major impact are to be applied to classes of positions within the unit.

**Section 3.** When employees allege inequities in their position classification, they shall be furnished information on the appeal rights and procedures set forth in applicable regulations. The employer may be requested by the American Federation of Government Employees Local 1815 (AFGE) to be present in discussing the matter with the immediate supervisor or with representatives of Civilian Personnel Advisory Center.

**Section 4.** The employer agrees that a major duty is any duty that occupies 25 percent or more of the employee's time or is sufficiently different from the other major duties of the position to require additional entrance qualification or extensive post - assignment training. Employees will be compensated on the basis of major duties permanently assigned.

**Section 5.** The statement "Performs other duties as assigned" will appear as an unnumbered paragraph in the description to make clear that the assignment of duties to employee is not limited by the context of the position description.

## **ARTICLE 21**

### **RESIGNATIONS**

In case of separation by resignation, the employee should submit in writing to his/her supervisor to the servicing CPAC/NAF. The resignation should indicate the reason and effective date. Once tendered and accepted may only be withdrawn with the approval of the supervisor. In the event that a resignation is made orally and the employee does not or will not submit a written resignation, an appropriate annotation will be made to this effect on the electronic request for personnel action (RPA).

## ARTICLE 22

### PERFORMANCE EVALUATION

**Section 1.** The parties to this agreement recognize that high level performance by employees is essential to the efficient operation of the agency and is necessary for the achievement of its goals and programs. The purpose of this article is to set forth a fair and equitable procedure to be utilized when informing employees of their performance. The employee performance appraisal system will be administered in accordance with the performance appraisal procedures outlined within applicable laws, rules and regulations, and this Agreement. Employees will be given an annual performance rating.

#### **Section 2. Annual Performance Evaluations.**

a. Rating period. Each employee will be given a performance rating annually. The ratings will be due on a specified date each year, as determined by the servicing CPAC/NAF-CPU. The determination will be applied to all NAFI serviced. The ratings will ordinarily cover the most recent continuous, 12-month period of employment (time served in a probationary period is included). If the employee has served less than 120 days under his/her current supervisor, the annual rating may be prepared by the current supervisor after consultation with the previous supervisors or may be delayed until the end of the 120 day period. An annual performance rating remains in effect until superseded by the next successive annual rating.

b. Evaluation of performance will be in accordance with all laws and regulations.

**Section 3.** Supervisors will make unannounced observations of all CDC caregiving and support personnel to assess performance relative to job performance standards. A written record of these observations will be kept in each individual file. Supervisors will meet with employees at least semiannually for a review of their current performance and probable annual rating. A written record of the meeting will be kept in each individual file. Supervisors will provide coaching, feedback, reinforcement and positive recognition to improve employee performance.

**Section 4.** Supervisors, with input from management, will counsel employees regarding overall performance on an as needed basis. Counseling employees about specific performance deficiencies as soon as they arise and offering appropriate assistance can often prevent more serious performance problems. It is important that employees be given a reasonable chance to demonstrate acceptable performance. The determination of the appropriate length of time for an employee to improve should be made on a case-by-case basis. Individual supervisors are in the best position to understand the work requirements of the CDC and the nature of the employee's duties and responsibilities and, therefore, to exercise

judgment in determining how to reasonably structure the employee's opportunity to improve. Both parties agree to a collaborative approach to management -employee communication in problem solving; placing the responsibility for the deficiency correction on the employee. When a memorandum for record is made of counseling, the employee will sign a written acknowledgement of receipt. The employee will be furnished a copy and has the right to make comments concerning any disagreements.

**Section 5.** During these counseling sessions employees will be informed of the performance standards pertinent to their positions. Employee's specific performance deficiencies not resolved through counseling will be addressed in accordance with applicable laws and regulations. Employees will also be informed of steps that can be taken to improve their performance ratings. Ratings less than satisfactory will require written documentation to support the evaluation prior to any adverse action being initiated. Employees will be given copies of their evaluation.

**Section 6.** Employees should have input in the development of and changes in performance standards and elements. The minimum period for which an employee can be rated is one hundred twenty (120) calendar days. Performance appraisals for Union officials/representatives who perform Union duties on official time will not be lowered on the basis of Union activities.

**Section 7.** To the extent feasible, each employee's standard will permit the accurate evaluation of job performance on the basis of objective criteria related to the employee's job.

**Section 8.** Management is required to assist regular employees whose performance is less than acceptable during the rating period. If a regular employee has not shown improvement prior to the end of the rating period, a memorandum will be prepared, and explaining what standards are less than acceptable and what specific assistance will be provided to assist them in improving their performance. Regular employees will be advised that they have at least 90 days to improve their performance to the level that must be attained. Normally, management is not obligated to provide more than one Performance Improvement Plans (PIP) in one year. If a regular employee does not maintain an acceptable level during the calendar year following the successful completion of the PIP, a performance-based adverse action up to separation may be proposed by management.

**Section 9.** Within 45 days after the end of the appraisal period, a written rating of record shall be prepared and given to the regular employee. A copy of the final rating will be forwarded to the Personnel Office in accordance with administrative timeframes.

## ARTICLE 23

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

Management shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, national origin, religion, sex, age, disability, or reprisal for filing on any of the above. Union officials are welcome to participate in the same EEO training, including prevention of sexual harassment that is afforded to supervisors. The parties agree to adhere to the provisions of 29 CFR 1614, the Department of the Army EEO Program, and this Article. The Union will be provided a notice of any change to agency or below regulations/policies that affect the employees' conditions of employment, and be given the right to negotiate as appropriate upon request.

#### **Section 2. EEO Complaint Process**

The Employer and the Union agree that formal EEO complaints will be processed pursuant to the applicable provisions of public law, rules and regulations, and this Article.

#### **Section 3. Complaint Procedures**

The Employer will make available to the Union copies of the poster explaining the Equal Employment Opportunity Complaint Procedures, and will publish the names of EEO officials and counselors who will periodically advise employees of the EEO Complaint Procedure. The Employer will make available to the Union, upon request, all published EEO regulations, policies, and procedures relating to personnel practices, policies and/or working conditions affecting employees in the bargaining unit. Upon receipt of a notice of a change, the Union may request to negotiate as appropriate.

## ARTICLE 24

### **DRUG TESTING**

**Section 1.** The parties agree that the establishment and administration of its drug abuse testing program will be done in compliance with government-wide laws, rules and regulations.

**Section 2.** The employer will post information at the installation Biochemical Collection Point as to the specific substances tested for and the threshold for detection.

**Section 3.** When requested, the employer will brief Union officials on the procedures for substance abuse testing of bargaining unit employees.

**Section 4.** An employee who wishes to have a Union representative present during the drug testing specimen collection shall be permitted to do so. The employee shall inform their supervisor of their wish to obtain Union representation at the time the supervisor informs the employee that they are scheduled for testing. The Union representative will be permitted to observe the actions of the collector, to include the actions in the restroom, but normally will not interrupt or interfere with the collection process in any manner and will stand/sit where the collection site person designates which allows for observation of the collector's actions. Any discrepancies in the testing procedure which are observed by the Union representative will be brought to the Alcohol and Drug Control Officer's attention in writing not later than the close of business of the collection site on the day the discrepancy is observed.

**Section 5.** Employees will be advised of their right to request emergency leave (sick or annual) for the purpose of obtaining a private urine specimen at the laboratory of their choice. The employee will be responsible for any costs associated with obtaining a private test.

**Section 6.** Employees in testing designated positions (TDPs) may request, through their supervisors, a review of the requirement for their position to be a TOP.

**Section 7.** Prior to any action taking place negative to the employee, the medical review officer (MRO) will contact the employee personally to determine the validity of any positive findings.

**Section 8.** The Employer will provide awareness training to employees in identifying physical and behavioral symptoms that are potentially indicative of drug and alcohol use. The employee should discreetly advise their supervisor of any symptomatic and /or characteristic behavior (s) of another individual.

## **ARTICLE 25**

### **TIME CARDS**

a. Time clocks will be utilized by all employees. Swipe cards shall remain in the possession of the employees. An employee shall not clock in or out any other individual.

b. Time sheets will be utilized in addition to timecards. Employees are required to verify and sign time sheets. (Exceptions are employees who are on extended leave or approved absences.)

## ARTICLE 26

### PAYDAYS

Pay days will be on a bi-weekly schedule. All employees will be paid by direct deposit, unless they are accepted under the hardship accommodations of the regulation.

## ARTICLE 27

### UNION DUES AND DEDUCTIONS

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

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

- a. the employee has applied for membership in the Union through voluntary allotments as provided;
- b. the employee's earnings are sufficient to cover the amount of his/her allotment;
- c. the employee has voluntarily authorized such a deduction on Standard Form 1187; and
- d. the Union President or designee has completed and signed Section A of SF 1187, on behalf of the Union and transmitted the form to the NAF personnel unit.

**Section 3.** The Union agrees to procure SF-1187's, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organizations Dues, and furnish them to eligible members desiring to authorize allotment for withholding of dues from their pay.

**Section 4.** The President or other authorized Union representative of the Local will certify on each SF-1187 that the employee is a member in good standing in the local, insert the amount to be withheld, and submit the completed SF-1187 to the NAF Personnel Office.

**Section 5.** The President or other authorized Union representative of the local shall notify the Labor Relations Officer of the agency when the Local's dues structure changes. The changes shall normally be effective at the beginning of the first full pay period after receipt of such notice.



**Section 6.** SF-1187's received by the personnel office will be processed promptly. Allotments will normally be effective at the beginning of the first full pay period after receipt of authorized SF-1187's by the Payroll Office. Any problems which delay the processing will be reported to the Local Union by Management.

**Section 7.** The Union shall notify the NAF Personnel Office in writing when a member of the Local on dues withholding is expelled or suspended. An allotment for the deduction of dues with respect to any employee shall terminate when the agreement between the Employer and Union ceases to be applicable to the employees.

**Section 8.** An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission to the payroll office of a SF 1188, properly executed in duplicate, by the individual employee. The installation will maintain a supply of SF 1188 forms and will make the form available to employees upon request. It is the employee's responsibility to see that his written revocation is received in the NAF Personnel Office on a timely basis.

**Section 9.** When an allotment for deduction of union dues has been started, it must remain in effect for a minimum period of one (1) year, as required by Section 7115(a) of the Civil Service Reform Act. When revocation of dues is submitted, it will be effective at the beginning of the first full pay period following the first anniversary date. Any subsequent revocation will be effective on the first pay period beginning on or after September 1, provided the revocation is received in the NAF Payroll Office prior to September 1. Any problems which affect or delay the processing will be reported to the employee with the Union being provided with the same information. Any written request received in the Payroll Office after September 1 will not be processed until the following September. The Union shall be provided a copy of the revocation form by the Employer.

**Section 10.** Deductions shall be made each pay period by the Payroll Office and remittances will be made to the Local Secretary/Treasurer at the designated address.

**Section 11.** Where the negotiation of this Agreement is pending or in process, and the parties are unable to complete such re-negotiation by the termination date of the Agreement, as a result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question on representation involving employees in the unit, payroll withholding of the dues of members of the Union shall be continued until resolution of the dispute or issue.

## ARTICLE 28

### SAFETY AND HEALTH

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

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

**Section 3.** The Employer agrees that no employee shall be required to work in areas where there are conditions that are unsafe or detrimental to their health or safety, unless proper training and personal protective equipment, special clothing, or safety devices have been furnished by the Employer.

- {a) Waterless hand sanitizers with an alcohol base may be used in EXTREME short term situations when there is no water available for hand washing {e.g. outside first aid, field trips). They may not be used in CYS Services programs as a substitute for hand washing with running water (e.g. in lieu of getting the plumbing repaired and NEVER in food preparation areas). A 2 oz. bottle of hand sanitizer will be located in each first aid kit.
- (b) For safety reasons, dangling, rough-edged, or pierced jewelry on the face cannot be worn. Food service employees are to remove rings, bracelets and watches during preparation of food.
- (c) Covered, non-slip shoes must be worn at all times. Due to safety issues, flip-flops, open toe, Crocs, sling back, and sandals are not to be worn by all CDC staff in order to prevent accidents of the job. High heels are not appropriate for the activity rooms, playground, or field trips. An employee who is unable to wear covered shoes because of a medical reason must have a doctor's note substantiating this fact

**Section 4.** The Employer will comply with applicable laws and regulation to provide personal protective equipment, safety equipment and other devices during performance of their official duties. The parties agree that the Employer has the authority to determine what protective equipment is necessary. When performing inherently dangerous work or involved in

potentially dangerous situations, an employee may request to be provided with an escort during night duty when alone.

**Section 5.** The Employer agrees to provide workspace, lighting, heating and ventilation in the work area in compliance with appropriate regulations.

**Section 6.** The term "imminent danger" is defined by applicable law and regulation. In the case of imminent danger, employees will make reports to a management official by the most expeditious means available and will not be required to continue work. It is also understood that at any time the management official finds there is an immediate danger; the employee will not be obligated to return to the assignment until the imminent danger is removed. Any refusal to perform such assignment after the safety officer's decision or written instruction to return to work might be cause for discipline.

**Section 7.** In the interest of the safety of employees, the Employer agrees to provide assistance to employees who are requested to move furnishings such as desks, filing cabinets, etc. When such assistance is not immediately available, management will wait before making the move.

**Section 8.** Time normally will be allowed by the Employer (normally fifteen (15) minutes) to clean equipment, work areas, and for personal hygiene; however, employees will not leave their work area prior to the end of the work day.

**Section 9.** The Employer agrees that employees who are required to wear uniforms and/or name tags will have such items furnished by the employer so long as the requirement exists. Employees will be issued uniforms based upon the number of days worked.

**Section 10.** The Employer has the right to correct installation inspections and Army Higher Headquarters, Safety, Health or Fire inspection deficiencies which require corrective actions. The Employer agrees to notify the Union of such deficiencies and subsequent actions taken to correct deficiencies.

## **ARTICLE 29**

### **PARKING**

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

**Section 2.** Available parking facilities will be provided for employees who are physically handicapped in accordance with applicable laws and regulations.

## ARTICLE 30

### DISCIPLINE AND ADVERSE ACTIONS

**Section 1.** Discipline is a part of the daily responsibility of supervisors and not merely the action taken at times when an employee deviates from acceptable forms of conduct. The Employer and the Union agree that the primary emphasis will be placed on preventing situations requiring disciplinary actions, through effective employee- management relations.

**Section 2.** Disciplinary or adverse actions will be taken only for such cause as will promote the efficiency of the service. No regular employee will be discharged or otherwise disciplined except as provided by law, regulation and this Agreement.

#### **Section 3. General**

Disciplinary actions fall into two categories: informal disciplinary actions consist of (oral admonishments and written warnings) and formal disciplinary actions (letters of reprimand, suspensions, involuntary reduction in grade or pay, and separation for cause). Employee conduct requiring discipline falls into two categories: behavior offenses for which progressive discipline aimed at correcting the behavior is appropriate and offenses relating to violation of regulations or laws for which punitive sanctions are required. Disciplinary action should be taken for the purpose of either correcting offending employee behavior and problem situations or for the purpose of imposing punishment necessary to maintain discipline and moral among other employees.

An adverse action is a separation or suspension for more than 14 days, or reduction in grade, a reduction in pay, or a furlough of 30 days or less.

The parties agree that the Employer has the right to determine discipline, including penalty selection. Informal disciplinary actions will not be placed in the employee's e- OPF. Employer will make determination of how long the Letters of Reprimand will be placed in the employee's e-OPF but no more than 2 years IAW AR 215-3. Any Letters of Reprimand will be removed from e-OPF upon separation of the employee from the rolls of the employing activity.

**Section 4.** Nothing contained in this article or Agreement shall preclude any employee from exercising any grievance or appeal rights in accordance with law, regulation and this Agreement.

**Section 5.** An employee, during questioning or examination in connection with an investigation by a representative of the Agency, who reasonably believes that the investigation may result in disciplinary action, has the right to have a representative of the Union present, if the employee makes such request.

## **Section 6. Progressive Discipline**

The Employer agrees to administer progressive discipline commensurate with the nature of the offense and consistent with applicable federal law and regulation. It is understood that discipline should not normally be punitive in nature. It is further understood that these steps are not absolute and may or may not always be followed, depending on the severity of the offense and the facts of the specific situation.

Progressive discipline may include the following types of corrective action:

- a. Verbal counseling
- b. Written counseling
- c. Letters, written warnings and admonishments
- d. Letters of reprimand
- e. Suspensions of fourteen (14) days or less
- f. Suspensions of more than fourteen (14) days
- g. Separation for cause

## **Section 7. Applicability**

Sections 8, 9 & 10 of this Article apply only to employees serving under a regular appointment. The Parties agree that, consistent with Army policy expressed in AR 215- 3, a separation from a flexible appointment is not an adverse action and is not derogatory and is not a separation for cause as that term is used in this Article and AR 215-3.

**Section 8.** Prior to issuing a notice of proposed disciplinary action or a notice of proposed adverse action, the Employer issuing the letter or notice shall undertake an appropriate investigation, which may include discussion with the employee, if appropriate.

## **Section 9. Notice**

The Employer will give to the regular employee at least 10 calendar days' advance written notice for formal disciplinary actions, and thirty calendar days advance written notice for adverse actions, except where circumstances to the notice and reply periods in accordance with government-wide regulations such as those found in 5 C.F.R. §752.404

(d) (1) and (2), dealing with the 'crime provision' and emergency furloughs. The notice will be in writing and will include:

- a. The specific charge on which the proposed action is based;
- b. The specific incident on which the proposed action is based, including a

description of the facts and circumstances of the incident;

c. The management official who will receive the employee's oral and/or written response;

d. A provision to respond orally and/or in writing to the proposed action within 5 days of the notice for formal disciplinary actions and 15 days for adverse actions except where the exceptions in 5 C.F.R. §752.404(d) (1) and(2) apply."

e. The right to review and request a copy of all material used to support the charge(s);

f. The right of the employee or the representative to submit a written request for a reasonable extension of time to respond; (the management official will normally grant the extension if the reason for the request is reasonable), and

g. The name, address and phone number of the appropriate Local Union representative.

#### **Section 10. Action by the Deciding Official**

a. After considering the evidence, the employee's response, if any, the Douglas factors or other aggravating/mitigating factors, the Management official will take an appropriate action such as:

- (1) withdraw the proposed action;
- (2) institute a lesser or alternative action;
- (3) institute the proposed action; or
- (4) stay the action (put the action on hold).

b. After considering the employee's response, the Employer will issue a written decision, which will include the employee's right to grieve under the negotiated grievance procedure, or file an EEO complaint if appropriate. The employee may elect only one procedure. If the Negotiated Grievance Procedure is used, it will begin with Step 3 of the grievance procedure. The written decision will advise the employee of this right.

#### **Section 11. Privacy Rights**

The Parties agree that rights of employees granted by the Privacy Act will be respected. Any information that the Union obtains in order to represent the employee will be kept confidential.

## ARTICLE 31

### ORIENTATION OF NEW EMPLOYEES

**Section 1.** The Parties recognize the importance and the value of employee orientation upon initial hire or reassignment to a different organizational activity.

**Section 2.** Following an employee's initial appointment and in-processing, the Employer shall provide an employee orientation on the work site. The orientation includes general and specific job-related information, ensures that the employee knows his immediate supervisor, the management chain of command, and the importance of following the chain of command for purposes of supervision and work assignments, performance expectations, leave request procedures, telephone numbers to call in case of illness or personal emergencies, etc.

**Section 3.** The Employer agrees the Union has an important role to play and will ensure that the Union has an opportunity to meet with new employees for no more than 30 minutes upon eligibility.

## ARTICLE 32

### POLICY ON SMOKING

**Section 1.** Designated smoking areas are in accordance with Federal laws and applicable Installation policies. Smoking is prohibited in Government vehicles and main entrances.

**Section 2.** Employees will not smoke in any interior space on Fort Rucker.

**Section 3.** The Employer agrees to provide information regarding smoking cessation assistance such as classes and counseling.

## ARTICLE 33

### CONTRACTING OUT WORK

#### **Section 1. Notification**

The Employer will notify the Union as soon as management is aware of the possibility of contracting out in accordance with appropriate laws and regulations. The Employer agrees to notify the Union immediately if a local study will be conducted to determine the feasibility of contracting out. The Union will have the opportunity to submit suggestions and recommendations during the study process. All in house information will be kept confidential.

**Section 2.** It is understood that decisions regarding contracting out of work, are areas of discretion of the Employer and higher authority. As a matter of agreement between the parties hereto, the Employer will inform the Union thirty (30) day prior to a solicitation for a proposed contract.

### **Section 3. Appropriate Arrangements**

The Employer agrees to consider reassignment for those bargaining unit employees who might otherwise be separated. Employees will be afforded the right of first refusal in accordance with any applicable laws.

## **ARTICLE 34**

### **UNFAIR LABOR PRACTICE**

**Section 1.** The Employer and the Union fully recognize their respective obligations and restraints as prescribed in Chapter 71 of Title 5 of United States Code, the violation of which constitutes an Unfair Labor Practice.

**Section 2.** The Parties agree that when it is desired to serve notice on the other on an unfair labor practice, such notice shall be filed on the proper form furnished by the Federal Labor Relation Authority and properly dated. The parties agree that prior to filing an unfair labor practice charge, the parties involved will promptly and earnestly communicate to resolve the issue(s) through an informal process within 15 days from the date of receipt of the notice. In the event an agreement is reached within this time frame, the Union/ Employer agree to withdraw said charge.

## **ARTICLE 35**

### **WORKER'S COMPENSATION**

**Section 1.** On the job injuries will be administered in accordance with AR 215-1.

**Section 2.** Employees who have incurred disabling injuries will not be returned to duty until the employee has been declared fully capable of performing his duties or other appropriate work, by an approving medical authority, acceptable to the Employer.

**Section 3.** Supervisors and employees are responsible for reporting all accidents and on-the-job injuries on Form LS 202 and LS 01. The Employer/Supervisor shall make appropriate arrangements, to ensure emergency medical treatment and transportation to the selected medical facility or physician, whichever the injury may require. In non-emergency cases, the employee will be required to select their own physician and medical facility.



**Section 4.** The Employer will advise the employee of his rights under the worker's compensation program, and assist the employee in filing the claim if assistance is desired.

**Section 5.** An employee who is injured on the job shall be considered in a duty status on the day of injury and will receive pay without charge to leave for the time required for emergency treatment. If a regular employee so desires, he/she may be granted sick leave payment (rounded out the nearest hour) while out on workers compensation in the amount, which when added to workers compensation, would not exceed the employees basic salary. Employees may request to be placed on leave without pay for absences, due to injuries which are denied by the Office of Worker Compensation, with no charge to their leave (sick/annual).

**Section 6.** The employer will notify the Union of all major on-the-job injuries or illnesses involving employees that result in the loss of time.

**Section 7.** Once determined that employees are temporarily unable to perform their duties due to injury or occupational disease, but may be capable of returning to or remaining in duty status, management will make a good faith effort to locate a work assignment compatible with the employee's physical condition before sending the employee home. This good faith effort may include an examination as to whether the employee's regular duties may be temporarily tailored to meet the situation.

## **ARTICLE 36**

### **TRANSPORTATION**

**Section 1.** In order to drive a government vehicle (GSA or NAF) individuals are required to complete the Army Traffic Safety Training Program (ATSTP), obtain a ATSTP card from the directorate Safety Officer, be 18 years of age or older, and possess a current state drivers license. Additional training and or requirements may be identified by installation safety regulations.

**Section 2.** The Employer will provide safe and adequate transportation for all employees who are required to use government vehicles. The Employer will to keep all agency vehicles in a high state of safety at all times.

**Section 3.** Safety and restraint devices required by law, government-wide regulations, and/or the Employer will be provided by the Employer and will meet or exceed the standard proposed by the Department of Transportation. All employees are required to use seat belts in Government owned or leased vehicles.

**Section 4.** Employees are required to report any unsafe condition that may injure employee(s) or public to the appropriate official for immediate attention for repair.

**Section 5.** Employees, when required to use privately owned vehicles for official duties, will be reimbursed mileage at the JTR government rate. NOTE: This will only occur when there are no GOV/NAF vehicles available and will be the exception.

**Section 6.** The following is prohibited:

- a. Smoking in any government vehicle:
- b. Cell phone usage while operating a government vehicle and:
- c. Unauthorized stops, except in the case of an emergency.

**Section 7.** If employees have to travel TOY as a part of their official duties or while in training, they will be reimbursed in accordance with the government JTRs.

## **ARTICLE 37**

### **TRAINING**

**Section 1.** The Employer and the Union agree that the training and development of employees within the unit is a matter of major importance to the parties. Through the procedures established for the Employer - Union cooperation, the parties shall seek the maximum training of all employees. Consistent with its needs, the Employer agrees to develop and maintain meaningful and effective policies and programs designed to achieve this purpose. The Employer will provide copies of all policies and programs to the Union for review prior to implementation.

**Section 2.** Training is intended to improve employees' skills. Selection for such training will be in accordance with current Army Regulations.

**Section 3.** The Employer will consider regular employees' requests to enroll in job related training/college courses. The employer may reimburse the actual costs of approved educational courses taken during off duty time, subject to successful completion of the course. Eligibility is limited to one course per year.

**Section 4.** All regularly scheduled CDC personnel will participate in scheduled group meetings for the purpose of staff training and provision of information concerning operational policies and administrative procedures. Intermittent personnel should attend when resources and scheduling permit.

**Section 5.** As determined by the Employer, employee on-the-job cross training may be available to employees in accordance with applicable law and regulation. Cross training opportunities and decisions will be made in a fair

and equitable manner.

**Section 6.** The Employer/Employee agrees to maintain training accomplishments in the employee's personnel folder. The employee is responsible for keeping his or her personnel folder current and complete to fully reflect total employment experience, training and education.

**Section 7.** If an employee is instructed to train a new employee, the supervisor may provide additional coverage to compensate for the time spent training the employee.

## ARTICLE 38

### **RETIREMENT/HEALTH & LIFE INSURANCE/OTHER BENEFITS**

**Section 1.** Upon request of a regular employee who is within one year of retirement, the Employer shall make pre-retirement counseling available to regular employees who are eligible prior to date of retirement. Such counseling shall inform the employees of such items as the approximate amount of annuity, eligibility to continue health and life insurance, lump sum payment of annual leave, eligibility for future employment, and the effect of outside earnings on the annuity if appropriate. Employees must schedule an appointment with the CPAC/NAF-CPU for benefit counseling.

**Section 2.** The parties recognize certain benefit plans for CDC regular employees:

- a. Army Group Medical, Dental, and Life Insurance
- b. Army NAF Employee Retirement Plan
- c. NAF Employee 401k Saving Plan

Eligible employees will be notified each year of the open season eligibility period. Army Group Health Insurance will be provided to regular employees with the option of enrollment within the first thirty (30) days of employment and during full open enrollment periods, usually every other year. Enrollment will result in the employee's portion of 30 percent and Employer's portion of 70 percent of this premium.

**Section 3.** The Parties agree that, consistent with Army policy, all eligible employees are automatically enrolled in the NAF Employee Retirement Plan for a minimum period of six months. At the end of the six-month period, an employee may terminate his or her participation in the plan.

**Section 4.** The Employer and the Union agree to meet and confer during the life of this Agreement on the eligibility, rates, etc. for each of the above plans, upon notification by the Union. The Union agrees that such notification will not occur before 18 months from the effective date of this Agreement. Employees will be notified as to any changes, their eligibility, and the open season.

## ARTICLE 39

### **BUSINESS BASED ACTIONS**

**Section 1.** Business Based Actions (BBA) are those reductions and realignments that are necessary to conduct operations in an effective manner. They are non-disciplinary, involuntary actions taken by the Employer to adjust personnel resources with a minimum of disruptions to operations. They include, but are not limited to:

- a. Reduction in Pay Rates (NF Employees only)
- b. Reduction in guaranteed hours of work for regular employees
- c. Change in Employment category
- d. Furlough for eight days or more
- e. Separation

**Section 2.** All Business Based Actions will be effected in accordance with Department of the Army regulations. In this regard, the following specific procedures and arrangements will apply throughout the life of this Agreement. Employees affected by a Business Based Action will receive a written notice which will:

- a. State the action being taken, including position and rate of pay when applicable;
- b. State the reason why the action is necessary;
- c. If the action is separation, include the statement:

**This action is non-prejudicial and does not preclude reemployment;**

- d. Advise of severance pay entitlement when applicable;
- e. Advise of loss of retirement and insurance participation when the action being taken is a change from regular appointment to flexible appointment; and separation.
- f. Advise of placement on reemployment list when applicable.

### **Section 3. Procedures for Union Involvement**

a. When a decision is made to effect a planned BBA and the action will affect bargaining unit employees, at the same time general notification is given to employees, the Union will be informed of the decision, and planned actions prior to the effective date. Such notification will be in writing and will provide the following information:

- (1) The reason for the BBA;
  - (2) The proposed facility area included in the BBA;
  - (3) The approximate number of employees who may be affected;
  - (4) The positions anticipated to be affected, including those abolished; and
  - (5) The anticipated effective date that the BBA action will be taken.
- c. The Employer will provide specific BBA information upon written request subject to the regulatory requirements of the Privacy Act. The Employer will continue to keep the Union informed as to the status of the actions being taken, if changes are being made to the BBAs. The Union will be afforded the opportunity to negotiate on the Impact and Implementation to the bargaining employees of any changes being made to the BBA.

#### **Section 4. Employee Information and Assistance**

Business Based Actions will be administered in accordance with applicable law and regulations. This will include, but not be limited to:

- a. As much advance general notice of BBAs as administratively possible;
- b. Counseling concerning the importance of current information in their Official Personnel Folders (OPF's); retirement and individual counseling as may be necessary and/or desired by the employee;
- c. Employees will be provided specific notices not less than thirty (30) calendar days prior to the proposed effective date in accordance with BBA rules and regulations. Specific Notices will include among other things, the employee's right to grieve (if appropriate,) including applicable time limitations, or to appeal through any appropriate statute.

#### **Section 5. Procedures to be Applied**

- a. Employees affected by a BBA will be ranked by seniority within the NAF Army, plus additional service credit based on the mathematical average (rounded in case of a fraction to the next highest whole number) of the employees' last three annual performance ratings of record. In determining this average, the value assigned to each annual performance rating of record will be equal in years to the numerical value reflected on DA Form 3612-R. (NAF Employee Performance Rating). In the event two (2) or more employees affected tie for placement, seniority of the employees in their current positions without a break in service will be determined to have the highest retention standing.
- b. If an employee does not have three (3) actual ratings, then ratings of

satisfactory are assumed for the number of ratings required to bring the total to three, unless the last known rating was higher. In such case, all assumed ratings will be equal to the last known rating of record.

c. To provide adequate time to properly determine employee retention standing prior to affecting a Business Based Action, no new annual ratings will be put on record after receipt of the justification from the Fund Manager.

### **Section 6. Reemployment Priority List**

The Employer agrees to establish and maintain a Reemployment Priority List (RPL) in accordance with Department of the Army Regulations. An employee on the RPL will be given priority placement for available positions in the Child Development Center which he/she is basically qualified, based on the order of their release dates (last released, first back.) If a regular employee is converted to a flexible position due to a BBA, that

employee will be offered an available regular position, if she/he is qualified, prior to going outside to fill the position.

## **ARTICLE 40**

### **SEVERANCE PAY**

**Section 1.** Regular employees who have completed at least twelve (12) consecutive months of service will receive severance pay as a result of a Business Based Action when the employee is:

- a. Changed from full-time to part-time and declines the position;
- b. Changed from regular to flexible;
- c. Reduced in pay and declines position;
- d. Furloughed for more than 60 days and declines the furlough; and/or
- e. Separated.

**Section 2.** Computation of severance pay is as follows:

The amount of severance pay shall be based on the number of hours the employee has been regularly scheduled to work during a week, averaged over a period of the last twelve months, at the basic rate received immediately before separation. Employees will receive one week's pay for each full year of creditable service through ten years, two weeks' pay for each full year of creditable service beyond 10 years, and 25% of the otherwise applicable amount for each full three months of creditable service beyond the final full year. Payment shall be made in a lump sum. The

maximum amount of severance pay an employee may receive is 52 weeks of basic pay.

**Section 3. Exclusions:**

Severance pay will not be paid when the employee -

- a. Was separated because of misconduct, inefficiency, or delinquency (based on cause);
- b. Has refused the offer of a NAF position of equal pay and appointment category in the same commuting area, or in another commuting area if the PCS move is funded; or
- c. Is employed in an appropriated fund or a regular NAF position without a break in service of more than three (3) days.
- d. Is entitled to an immediate annuity that is not reduced because of the employee's age at the time of retirement.

**ARTICLE 41**

**EMPLOYEE ASSISTANCE PROGRAM**

**Section 1.** The Employer and the Union agree to support the Department of the Army Employee Assistance Program (EAP) and have as their goal the early identification and rehabilitation. Early intervention will be helpful in returning employees to full productivity.

**Section 2.** The Employee Assistance Program provides for counseling services (alcohol, drug, financial, health, emotional, etc.) for Department of the Army (DA) civilians whose work performance, attendance, or attitude have become affected or could be affected as a result of personal problems.

**Section 3.** The parties recognize that by working together, maximum results can be achieved in the Employee Assistance Program. Accordingly, they agree to cooperate in aiding employees whose attendance, performance and behavior indicate a potentially serious problem by referring the employee to the Employee Assistance Program for professional assistance.

**Section 4.** Individual employees who feel that they have a problem affecting job performance may schedule an appointment by calling the Employee Assistance Program themselves, with or without notifying the supervisor, or by requesting their supervisor or the Union schedule an appointment for them. Employee participation in the program shall be voluntary.

**Section 5.** Should a supervisor observe deteriorating performance in an

employee, the supervisor will not attempt to diagnose the personal problem of the employee, but rather will observe performance, document deficiencies, confront the employee with specific deficiencies, inform the employee of the Employee Assistance Program, and refer the employee to the Civilian Program Coordinator.

**Section 6.** An initial interview will be conducted with an employee referred to the EAP. This interview will be conducted by a counselor and will be completed prior to the employee's referral to the physician for clinical evaluation, when appropriate.

**Section 7.** The diagnosis of alcohol and other drug abuse can be made only by a physician.

**Section 8.** Should the problem be drug or alcohol related, the employee will be advised of the provisions of AR 600-85, which includes the postponing of adverse personnel action, under certain conditions, for 90 consecutive days while the employee is enrolled in and satisfactorily progressing in a treatment program. The Employer is required to offer this program only once.

**Section 9.** Civilian employees will not, ordinarily, be charged for the Army Substance Abuse Program (ASAP) outpatient counseling/ rehabilitation services provided by the agency. However, if the employee should elect counseling services in the civilian community, the employee would be responsible for any and all charges associated with that counseling/treatment. If it is determined by a physician that the abuse problem was caused by work related activity, the employee may seek recovery through workman's compensation.

**Section 10.** Employees are entitled to necessary annual/sick leave/leave without pay to participate in and complete appropriate treatment.

**Section 11.** All discussion, counseling sessions, and records of the Employee Assistance Program, or to any other program to which an employee may be referred by the Employee Assistance Program are completely confidential. No information may be disclosed to anyone without the prior written consent of the employee, unless the employee is in need of emergency care, court order or violation of statutes associated with child abuse, threats of suicide or homicide, etc., or for Army Center for Substance Abuse Program (ACSAP) inspections.

**Section 12.**

a. No employee will have job security or promotion action jeopardized by a request for counseling or referral assistance, except as limited by a sensitive position assignment. In such case, the employee may be reassigned pending a final determination at the option of the Employer.



b. If a discharged employee makes a good faith effort to seek counseling assistance within three (3) months after being terminated, or shows substantial improvement in ongoing treatment, the employee can apply for any open vacancies for which he/she qualifies.

**Section 13.** Each employee is responsible for:

- a. Recognizing the adverse effect that alcohol or other drug abuse is having on job performance;
- b. Seeking appropriate assistance in problem resolution; and
- c. Bringing job performance to an acceptable level through control of the problem.

## **ARTICLE 42**

### **NEGOTIATED GRIEVANCE PROCEDURES**

**Section 1.** This negotiated procedure shall be the exclusive procedure available to the Union and unit employees except as expressly provided for in this agreement. All grievances and/or questions of interpretation arising under the provisions of this agreement shall be resolved in the following manner.

**Section 2.** A grievance means any complaint -

- a. By a unit employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of a unit employee; or
- c. By any Unit employee, the Union, or the Employer concerning -
  - (1) The effect or interpretation, or a claim of breach of this agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. Except that it shall not include a grievance concerning any claimed violation relating to prohibited political activities (Subchapter III, Chapter 73, Title 5 U.S.C.);
  - (1) Any claimed violation relating to prohibited political activities (Subchapter III, Chapter 73, Title 5 U.S.C.); or

- (2) Retirement, life insurance, or health insurance; or
  - (3) A suspension or removal for National Security reasons (7532, Title 5 U.S.C.);
- or
- (4) Non-selection for promotion from a group of properly ranked and certified candidates; or
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee; or
  - (6) Abandonment of position, separation during the probationary period provided all procedural requirements have been met, separation from a flexible appointment; or
  - (7) Any examination, certification or appointment.
  - (8) Personnel actions voluntarily requested by the employee with notification to the Union.
  - (9) Granting or not granting an honorary or monetary award.
  - (10) The content of published policy applicable to CDC employees.
  - (11) A specific action required by an authority outside DA or any matter subject to final administrative review outside the HDQA.
  - (12) Wage or salary rates or schedules established by appropriate authority.
  - (13) Terminating a temporary promotion.
  - (14) Separation from a RFT or RPT limited tenure appointment.
  - (15) Warning of a proposed unsatisfactory performance rating.
  - (16) Allegations of mismanagement when no form of personal relief to the employee is appropriate.
  - (17) Employee performance ratings other than unsatisfactory provided all procedural requirements have been met.
  - (18) Any matter that has its own review or appeal procedure stated as part of its regulatory provisions.
  - (19) Matters accepted by the Inspector General or Auditor General for review.
  - (20) Any issue previously decided in an earlier grievance brought by the employee.

e. A grievance may be initiated when the grievant alleges Federal Laws or procedures may be violated.

**Section 3.** An employee may grieve an allegation or complaint of discrimination because of race, religion, color, sex, national origin, age, or handicapped condition, or file a complaint under the EEO process, but he/she may not do both. For the purpose of this section, an employee shall be deemed to have exercised his/her election by filing a written grievance or EEO complaint.

**Section 4.** An employee who has been removed or reduced in grade for unacceptable performance, or who has been subject to an adverse action may file a grievance under this procedure.

**Section 5.** Should a question arise that cannot be resolved by the Union and the Employer as to whether or not a matter is subject to the grievance procedure or to arbitration, and either party desires to pursue the matter, the question of grievability/arbitrability shall be submitted to an arbitrator for resolution along with the grievance itself.

**Section 6.** Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisor level. The Employer and the Union agree that every reasonable effort will be made by management and the aggrieved party(ies) to settle grievances at the lowest possible level. Reasonable time will be allowed for employees and Union representatives to present grievance.

**Section 7.** At each and every step of the grievance procedure the Union and the Employer may call a representative number of employee witnesses, who have relevant information and, at the discretion of the President, the union steward may be present at all stages. No unit employee shall suffer loss of pay for such services. Each party, shall, upon request of the other party, provide copies of any pertinent records insofar as permissible without violating laws, regulations, or government policies, for the purpose of attempting to resolve the grievance. Witnesses who are other than Federal employees may be called to present relevant testimony, and any cost relative to their appearance will be borne by the party requesting their presence.

**Section 8.** Grievances resulting from a one-time act or decision must be initially presented within 30 calendar days after learning about the matter giving rise to the grievance. Grievances resulting from continuing conditions may be presented at any time. The steps outlined below will be utilized in processing grievances covered by this Article. However, the parties may mutually agree that a grievance shall be initiated at the lowest step where the Employer has the authority to resolve the matter. Relevant witnesses may voluntarily present information for the grievant. Audio tapes

shall be allowed at all levels of the grievance procedure, with notification to both parties. Video taping of meetings may only be done if both parties agree. Nothing shall preclude an employee from presenting a grievance on the employee's own behalf provided, in such cases, the Union will be advised and assured of the right to be present during the grievance proceeding.

a. Informal Procedure- Step 1. All grievances except those falling within the provisions of Section 10 of this Article shall first be taken up orally by the employee and/or Union Steward/Representative, with the immediate supervisor. The employee and/or Union Steward/Representative must state to the supervisor the matter to be discussed is a grievance. If a Union Steward/Representative is not already present, the employer will notify the Union of its opportunity to be present at a mutually agreeable

time. The supervisor shall make the necessary investigation and give an oral answer within seven working days after the discussion. The parties agree that efforts will be made by the Employer and the aggrieved party(s) to settle grievances at the lowest possible level.

b. Formal Procedure. If the decision rendered at the informal Step 1 is not acceptable, the grievance may be submitted to Step 2 as outlined below. Such submission will be in writing on the grievance form contained in this agreement (Appendix B) and must state the specific nature of the unresolved grievance, the corrective action sought, the article(s) and sections or policies and practices, regulations in dispute and the name of the Union Steward/ representative.

(1) Step 2. The grievant /or Union Steward/Representative will submit a grievance to the appropriate division chief or comparable level officials in non-directorate organizations, within seven working days after the informal Step 1 decision. The division chief, or comparable level official, shall notify the Union to schedule a meeting with the employee/aggrieved party within seven working days after receiving the grievance. The official will document issues discussed in detail, stating the employee/aggrieved party's and the supervisor's relative positions. The decision shall be rendered within seven (7) working days after conclusion of the Step 2 discussion.

(2) Step 3. If the decision rendered in Step 2 is not acceptable, the grievance may be submitted, on the approved grievance form, together with a copy of the Step 2 decision, to the appropriate director, or comparable level official in non-directorate organizations, within seven (7) working days after such decision is received. The director shall meet and render a decision in the same manner and within the time limits specified in Step 2.

(3) Step 4. If the decision rendered in Step 3 is not acceptable, the grievance may be submitted, on the approved grievance form, together with a copy of the Step 3 decision to the NAF CPAC, within seven (7)

working days after such a decision is received. The investigating official shall meet with the Union representatives and the grievant within twelve (12) working days of receipt of the grievance by the NAF CPAC. The written decision shall be rendered within fifteen (15) working days following the meeting.

c. The Installation Commander will be the Step 4 decision authority; however, authority may be delegated to a representative. If authority is delegated, that individual becomes the approval authority. Investigating officers may be used to gather information and make recommendations to the commander/representative. The investigating officers must be appointed in writing. Commander/representative/investigating officers will meet with all parties deemed appropriate by management and the Union. Investigating officers will formulate recommendations to the commander/representative. Prior to the grievance being presented to the commander /representative, a copy of the recommendation will be forwarded through Civilian Personnel Advisory Center (CPAC) to the Union. Upon investigating officer's presentation to the commander/representative, if the recommendation is not accepted, the commander/representative will then hear the grievance personally. Based on his/her investigation, the commander/representative will then render the written decision. If the commander/representative hears the grievance, the original recommendation may not be entered into the record. Once the decision is final, a copy of the written decision will be forwarded through Civilian Personnel Advisory Center (CPAC) to the Union.

**Section 9.** The Union and the Employer agree that when two or more employees have identical grievances with no individual variation, one grievance may be processed for the group, and the decision will be binding on all. Employees involved in this procedure will indicate in writing their willingness to have the grievance so processed and be bound by the single decision. The employees will submit one case for processing under the grievance procedure.

**Section 10.** Failure of the Employer to meet the time limits prescribed in the grievance procedure shall permit the employee or the Union to advance to the next stage of the grievance procedure. Failure of the employee or the Union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance. However, the time limits may be extended by mutual consent of the parties.

**Section 11.** If either party is not satisfied with the final decision rendered in accordance with section 8, that party may, within 30 workdays from the date of the decision, give written notice to the other party that the unresolved grievance is being submitted to arbitration in accordance with this Agreement.

## ARTICLE 43

### ARBITRATION

**Section 1.** If the Employer and the Union fail to settle any grievance properly processed under the negotiated grievance procedure of this Agreement, such grievance may be submitted to arbitration. The term "settle" means that a mutually agreeable solution has been reached. A request for arbitration may be withdrawn at any time, with the moving party paying any withdrawal fee.

**Section 2.** Within 30 workdays from the date of receipt of a final grievance decision, the party receiving the final decision may invoke arbitration by notifying, in writing, the other party. The party invoking arbitration will, within the same time limits, request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall meet within five workdays after receipt of such a list and management will strike first one name from the list of seven and repeat the procedure until one name remains. That individual shall be the duly assigned arbitrator. By mutual written agreement, an arbitrator may be selected for specific periods to hear all cases during that time.

**Section 3.** It is agreed and understood that the procedures to select an Arbitrator, as specified in Section 2 above, may be waived upon mutual agreement of the Employer and the Union. In which case, the Employer and the Union shall mutually select an arbitrator by whatever means that are mutually acceptable to the parties.

**Section 4.** Except as provided for in Section 1, the fees of the arbitrator shall be borne equally by the parties, provided that they do not exceed the maximum authorized by applicable regulation. It is further agreed that the Union and the Employer shall share equally the expenses of an official transcript if requested by both parties. The Employer agrees to provide the space for the proceeding.

**Section 5.** The arbitrator proceeding shall normally be conducted during the regular duty hours of the basic workweek. Employees who are required by either party or the arbitrator to participate in the proceeding shall be excused from duty, without loss of pay or charge to leave. Witnesses shall be excused from duty only to the extent that they are required to furnish testimony, after which time they will be expected to leave the proceeding and return to work, if they still have time remaining in their scheduled shift.

**Section 6.** The arbitrator will be requested to render a written decision to the Employer and the Union in writing no later than 30 calendar days from the conclusion of the proceeding or closing of the record unless the parties mutually agree otherwise. The arbitrator's award will include a definitive basis for the decision and the decision shall be binding upon the Employer and the Union, except that either party may file exceptions to the award with the

Federal Labor Relations Authority in accordance with the procedure established by the Authority. Any dispute over the application of an arbitrator's award shall be referred to the arbitrator for resolution.

**Section 7.** The decision of the Arbitrator shall be limited to the terms and provisions of this agreement and applicable law, rules, and regulations. In no event may the terms and provisions of this agreement or appropriate laws, rules, or regulations be altered, amended or modified by the Arbitrator.

## **ARTICLE 44**

### **NEGOTIATIONS**

#### **Section 1. Manner**

The Union and Employer have the responsibility of conducting negotiations and other dealings in good faith. The parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this agreement.

#### **Section 2. Scope**

a. Subjects appropriate for negotiations between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the bargaining unit. In the spirit of bilateral relationships, the parties agree that changing conditions will create a need for both Management and the Union to propose negotiations. The parties may propose changes in conditions of employment not in conflict with this agreement.

b. If negotiations are requested, the parties are obligated to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement with respect to the proposed changes to conditions of employment. Management may implement changes in conditions of employment, not in conflict with this agreement, after the Union has been notified in writing of the changes and given the opportunity to bargain as appropriate, including conclusion of mediation and impasse procedures.

**Section 3.** The Employer will give the Union, in writing, any proposed changes in personnel policies, practices or other policies, programs or procedures affecting the working conditions of unit employees, prior to anticipated implementation. If the Union notifies the Employer within ten (10) working days that it does not concur with the proposed changes, the parties agree to meet promptly and bargain concerning the matter. Within ten (10) working days, thereafter, the union will furnish in writing their specific proposals with respect to the subject at issue.

## ARTICLE 45

### **EMPLOYMENT AND STAFFING**

**Section 1.** Selection preference for all competitive recruitment actions for positions graded at the CY levels, NF-03 and below, and all prevailing rated positions (NA/NUNS), is prioritized (in accordance with law and regulation) as follows:

- a. Spouse Employment Preference (SEP)
- b. Involuntarily Separated Military Personnel without cause (ISM)
- c. Priority Re-Employment Candidates (PRE)
- d. Current NAF Employee (CNE)
- e. Former NAF Employee (FNE)
- f. Outside Applicant- Veteran (OAV)
- g. Outside Applicant- Non-Veteran (OANV)

### **Section 2. Separations**

a. Employees serving in a flexible appointment may be separated with a seven (7) day notice in a working or non working status. Such separations are not grievable and are taken without prejudice and do not preclude re-employment.

b. A regular employee in a probationary period may be separated with less than twenty-four (24) hours' advance notice in the case of possible harm or injury to fellow workers or the public; might result in damage or loss of property or funds, or might be detrimental to the interest of the employing activity. A probationary employee may be separated with less than seven (7) days written notice. Notice of separation may be given up to and including the last day of the probationary period, even though the effective day of separation may be beyond the end of the probationary period. The notification will be the DA 3434 and will include a statement that the separation is not grievable or appealable through adverse action channels.

c. An employee who fails to report for duty or contact the Employer, and is carried in an Absent Without Leave (AWOL) status for three (3) consecutive work days may be separated for abandonment of position with no advance notice required.

d. An employee who voluntarily resigns may be separated effective same day with the DA 3434 serving as documentation of the action.



Such voluntary action is non- grievable.

e. The probationary period for all regular employees will be one (1) year. Flexible and Limited Tenure service is creditable when the appointment is converted to a regular appointment with no major changes in duties and with no break in service. Maximum service credit may not exceed six months.

f. An employee who has already served a probationary period with a break in service of less than 36 months does not have to serve another probationary period. However, upon appointment or selection to a supervisory or managerial position, an employee is required to serve a one year probationary period.

**Section 3. Pay Provisions**

a. The Department of Defense Wage Fixing Authority is responsible for developing and issuing Non-Appropriated fund pay schedules.

b. Craft and Trade (NA/NUNS) employees receive five within grade increases in the following manner:

Regular Full Time and Regular Part Time	
Steps	Time Frame
1	Initial date hired
2	26 Weeks
3	104 Weeks
4	104 Weeks
5	104 Weeks
Flexible Employees	
1	Initial date hired
2	130 days worked
3	390 days worked
4	520 days worked
5	520 days worked

Prevailing rate employees receive a yearly increase in pay as new rates are established by the Department of Defense.

c. Child Development Positions (CY) have two levels of pay established, using the General Schedule pay chart. Employees receive a yearly increase when the General Schedule is set by Congress yearly. These will be in accordance with applicable laws and regulations.

d. NF Pay Band employees have six (6) levels established for pay. No step increases are set for these employees. NF Pay Band employees receive a yearly increase established by Department of

Defense.

**Section 4.** All employee staffing will be in accordance with AR 608-10. Management will assign Primary Caregiving employees (regularly scheduled full-time and part-time employees) to all children enrolled in full day and part day programs.

## ARTICLE 46

### **FACILITIES AND SERVICES TO THE UNION**

**Section 1.** The Employer agrees to provide meeting facilities, as available and upon sufficient advance notice, for Union use for appropriate Union business providing such facilities are left in a clean condition and do not interfere with the normal course of business.

**Section 2.** The Union and employees will have access to personnel publications, including regulations, supplements, and classification standards maintained locally.

**Section 3.** The Employer agrees to provide space for the Union on bulletin boards in the unit provided the bulletin board is:

- (a) one that is in close proximity to the general work area;
- (b) is in an area where employees within the unit are known to congregate; and

(c) is one which is normally used to post material for employees in the unit. The size of the space available shall be at least one third of the bulletin board, not to exceed 25 inches across the top.

**Section 4.** A copy of this agreement shall be posted by the Union on official bulletin boards and installation WEB sites.

**Section 5.** The Employer shall provide the Union (1) reproducible copy plus 80 copies of this agreement.

**Section 6.** No Union representative will be denied the use of telephone facilities for communication when the sole purpose is to carry out the intent of Chapter 71 of Title 5 United States Code, and in accordance with Article 8 and any other terms of this agreement.

## ARTICLE 47

### VETERANS

The Employer agrees to abide by and honor all applicable laws, rules, and regulations that apply to Honorably Discharged Veterans. Thus the Employer recognizes that honorably discharged veterans have faithfully served our country; further, the Employer agrees not to impede any veteran employee from joining veteran support groups.

## ARTICLE 48

### DURATION AND EXTENT OF AGREEMENT

#### **Section 1. Effective Date and Term**

Within two (2) work days receipt of the executed agreement the Employer will forward the executed agreement to the appropriate authority, Head of Agency, (Field Advisory Service) for review and approval. If the head of the Agency does not approve or disapprove the Agreement within 30 days the Agreement shall take effect and shall be binding on the agency and the union or absent that approval, on the 31<sup>st</sup> day following execution of the contract in accordance with 5 U.S.C. 7114. Should the post audit review reveal any violations, the Employer will notify the Union of the violation and the two parties will take appropriate actions to resolve the matter.

**Section 2.** This Agreement shall remain in effect for a period of three (3) years *from* the date of 26 October 2015. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Chapter 71 of Title 5 of United States Code. Unless otherwise agreed by the parties, negotiations on a new Agreement shall convene not more than ninety (90) nor less than sixty (60) days prior to the expiration date of this Agreement.

**Section 3.** This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

a. Amendment(s) may be required because of changes made in applicable laws or executive orders after the effective date of this Agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or executive orders. Such amendment(s) as agreed to will be duly executed by the parties.

b. It may be opened for amendment(s) by the mutual consent of both parties at any time. Requests for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within 14 calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree

that opening is warranted on any such matter(s), they shall proceed to negotiate on amendments to same.

No changes shall be considered except those bearing directly on the subject matter(s) agreed by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

c. It shall be opened for amendment upon the written request of either party made within 30 calendar days after receipt by such party of any Executive Order, federal law, rules or regulation which substantially affect any of the terms and conditions of this Agreement and which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Requests for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate Executive Order, federal law, rule or regulation, upon which each such amendment request is based. The parties shall meet within 14 calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such Executive Order, federal law, rule or regulation, which the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

EMPLOYER

UNION

Management Chief Negotiator

Union Chief Negotiator

Director, Family & Morale, Welfare  
and Recreation

President, American Federation  
of Government Employees, Local 1815