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ARTICLE 1
DEFINITIONS

Where used in the Agreement:

CONSULTATION means the process through which the Commander or his designee and the Union President or his designee meet to obtain the views of the other party prior to changes in conditions of employment in an effort to assure careful consideration and understanding of the other parties' position.

GENERAL OFFICERS OF AFGE LOCAL 1858 are defined as the elective offices of President, the Executive Vice President, the Secretary-Treasurer, the Sergeant-at-Arms, and Agency Vice Presidents.

CONDITIONS OF EMPLOYMENT means personnel policies, practices, and matters, whether established, by rule, regulation, or otherwise, affecting working conditions, except that such terms do not include policies, practices, and matters:

- a. Relating to political activities prohibited under subchapter III of Chapter 73 of Titles, United States Code:
- b. Relating to the classification of any position; or,
- c. To the extent such matters are specifically provided for by the Federal statute.

CONFER is to mean the same as to negotiate.

ARTICLE 2
PREAMBLE

Pursuant to the policy set forth in Public Law 95-454 (Civil Service Reform Act of 1978), the following articles constitute an Agreement by and between the United States Army Missile Command (MICOM), Redstone Arsenal, Alabama, hereinafter referred to as the Employer, and Local 1858, American Federation of Government Employees, AFL- CIO, hereinafter referred to as the Union.

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of the employees within the meaning of Public Law 95-454 and other pertinent laws and regulations to establish a basic understanding relative to personnel policies, practices, and procedures; and matters affecting other conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest at MICOM.

ARTICLE 3
PURPOSE

Section 1

The well-being of the nonappropriated fund employees and the efficient and economical operation of the Nonappropriated Fund Activities of Redstone Arsenal require that orderly and constructive relationships be maintained between the Employer and the Union. The participation of the Union in the implementation of Employer policies and procedures affecting the employees contributes to the effective conduct of business. The parties to this Agreement recognize that they must assume substantial responsibilities and must exercise proper restraints and good judgment to establish and continue a stable and meaningful relationship based upon this Agreement.

Section 2

The purpose of this Agreement is to:

- a. Identify the parties to the Agreement and define their respective rules and responsibilities under the Agreement.
- b. State the policies, procedures, and methods that will hereafter govern the working relationships between the parties.

- c. Indicate the nature of the subject matter of proper mutual concern.

It is intended that this Agreement will:

- a. Provide for the highest degree of efficiency and responsibility in the accomplishment of the mission of the Employer.

- b. Insure the Union's right to consult and/or confer on those matters pertaining to conditions of employment.

- c. Insure that management and the union retain their right as prescribed by Public Law 95-454.

- d. Promote employee-management cooperation.

- e. Facilitate the adjustment of grievances.

- f. Provide, preserve, and strengthen the greatest asset of the organizations; the devotion, loyalty, and interest of skilled and experienced people.

ARTICLE 4 PROVISIONS OF LAW AND REGULATION

In the administration of all matters covered by this Agreement, the parties are governed by existing and future laws and regulations of appropriate authorities, including applicable policies and regulations of the Department of the Army in existence at the time the Agreement is approved which are consistent with Public Law 95-454; and the subsequently published policies and regulations of the Department of the Army, unless the Federal Labor Relations Authority has ruled that no compelling need exists for a policy or regulation.

ARTICLE 5
SCOPE OF CONSULTATION AND/OR NEGOTIATION

Section 1

Matters appropriate for consultation and/or negotiation between the parties are personnel policies and practices and matters affecting working conditions which are within the discretion of the Employer, including but not limited to various aspects of occupation health and safety, employee training, labor-management cooperation, employee welfare and services, methods of adjusting grievances and appeals, pay practices, reduction-in-force practices, quality circles, and labor relations training.

Section 2

In prescribing regulations relating to personnel policies, practices, and working conditions, the Employer shall have due regard for the obligation to meet and confer as required by the Act. However, such obligation does not include matters with respect to the mission of the Employer, the budget, the organization, the number of employees, and the number, types, and grades of positions or employees assigned to an organization unit, work project or tour of duty, the technology of performing its work and internal security practices.

Section 3

This Agreement does not alleviate the responsibility of either party to meet with the other to consult and/or confer on matters not covered by this Agreement which come within the scope of consultation and/or negotiation.

Section 4

Prior to publishing regulations covering personnel policies, practices, and matters affecting working conditions, the NAF Civilian Personnel Office will consult and/or confer with the Union, as appropriate, under the requirements of Public Law 95-454.

Section 5

For the purpose of this Agreement, discussion shall entail exploration of alternative courses of action offered by either party, with both parties striving to reach a fair, just, and timely solution of the matter at hand by either consultation and/or negotiation, as appropriate.

ARTICLE 6
RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 1

The Employer reserves the right to determine the mission, budget, organization, number of employees, and internal security practices; and in accordance with applicable laws and regulations:

- a. To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against employees for just cause.
- 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 appointment from:
 - (1) Among properly ranked and certified candidates for promotion; or,
 - (2) Any other appropriate source.
- d. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2

Nothing in the Agreement shall preclude the Employer and the Union from negotiating:

- a. Procedures which management officials will observe in exercising any authority under this section, or,
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 3

- a. The Employer will annually furnish the Union a list of names, position title, grades, and duty stations of all NA bargaining unit employees on the rolls. Subsequent to the first submission, the list will be furnished by January 30th of each year.
- b. Within the first five workdays of each month, the Union will be given a list of all accessions, transfers, promotions, and separations of bargaining unit employees. The list will include names, position titles, grade and duty stations.

Section 4

In the event the Union feels they should have representation on any committee, board, or panel which has an effect on the working conditions of unit employees, they will notify management of the desire to have representation on such a committee.

Management and the Union will then enter discussion of the matter.

Section 5

The Union will be given the opportunity to provide the unit employee with an AFGE package to be given to new employees during inprocessing.

Section 6

The Employer agrees that the Union can publicize the Union officials by posting on bulletin boards in employee work areas, the names, addresses, and photographs of elected officials and Vice President as well as the steward for that particular area.

Section 7

The Employer will take the action required to assure that employees in the unit are apprised of their rights under Public Law 95-454, Ch 71, Sec 7114, para (a)(2)(B),

Section 8

No restraint, interference, coercion, or discrimination will be practiced to encourage or discourage membership in a labor organization.

Section 9

A reasonable amount of reserved space on bulletin boards within the unit will be made available to the Union for posting Union notices and similar informational materials.

While it is agreed that prior approval on the part of the Employer is not required, the Union recognizes its responsibility to insure that no material containing propaganda against or attacks upon any agency, individuals, or activity of the Federal Government is posted on such boards. It is further understood that a duly authorized Union representative will sign or officially identify all material the Union may elect to post.

Notices and bulletins will be removed from the bulletin boards by the Union as soon as their purpose has been served.

Article 10

The Employer agrees to furnish to the Union a copy of all local and higher headquarters regulations, and subsequent changes thereto, used in the personnel management of employees assigned to NAF activities.

Section 11

Any uniform required will be provided by the Employer without any cost to the employee.

ARTICLE 7 RIGHTS AND OBLIGATIONS OF EMPLOYEES

Section I

Each employee in the unit shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal; and each employee shall be protected in the exercise of such right. Except as otherwise expressly provided in the 5 USC Title VII, such right includes the right:

a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and,

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by the Union under this Agreement.

Section 2

Any employee in the bargaining unit has the right to bring matters of personal concern to the attention of appropriate officials of the Employer and/or Union in accordance with applicable laws, regulations, or established policies.

Section 3

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

Section 4

Employees are obligated to:

- a. Perform properly assigned duties to the best of their ability.
- b. Comply with applicable standards of conduct.
- c. Cooperate and strive to maintain good working relations with their supervisors and fellow employees.
- d. Employees are encouraged to participate actively in and promote programs designed to improve work methods and conditions.

Section 5

All provisions of this Agreement and of applicable laws, executive orders, and regulations shall be applied fairly and equitable to all employees in the unit.

Section 6

Reasonable time during working hours will be allowed for employees to discuss, prepare for and present grievances, including attendance at meetings with management officials. If an employee so desires, he/she will be allowed to consult with the Union during duty hours for the purpose of obtaining assistance in connection with the grievance/appeal or complaints. The initial discussion will normally be with the steward assigned to the employee's work area, unless there are compelling reasons for deviation such as belief of prejudice or in the absence of the steward. An employee desiring to consult with the Union or a steward will obtain approval from their Employer prior to meeting with the Union or the steward. Employer permission in these instances will be granted promptly in the absence of compelling circumstances. If permission is denied for a particular time, the Employer will inform the employee of the reason for denial and when the employee can be released for this purpose. If request is in writing, the response will be in writing.

Section 7

The Employer recognizes the right of employees to consult with supervisors or higher officials on questions concerning personnel policies, regulations, or other matters pertaining to employment. Such consultation shall be on official time without charge to leave. If the exercise of this right necessitates stoppage of work, consultation with stewards or Union officials will be cleared through management.

Section 8

Information concerning all benefits provided employees such as health and/or life insurance, unemployment compensation, retirement, etc., will be

given to each employee upon entry in to employment in a NAF activity. Additional information on any such benefit will be provided an individual employee upon request.

Section 9

Upon request, an employee will be authorized to review his/her own official personnel folder maintained by the Nonappropriated Fund Branch of CPO in accordance with the provisions of applicable regulations.

ARTICLE 8 RIGHTS AND OBLIGATIONS OF THE UNION

Section 1

The Union has the right and obligation to represent the interests of all employees within the unit without discrimination and without regard to Union membership with respect to grievances, personnel policies, and procedures or other matters affecting their general working conditions; to present its views to the Employer on matters of concern either orally or in writing; to consult and be consulted as appropriate or in accordance with law in the formulation and implementation of personnel policies and practices affecting the condition of their employment which are within the discretion of the Employer prior to implementation being made on such matters; and to negotiate with the Employer with the object of reaching an agreement covering all employees in the unit.

Section 2

The Union shall be given the opportunity to be a formal discussions between management and employees concerning grievances, and at the appropriate time to make its views known. The right of employees and Union representatives to be present during discussions of such grievance shall be subject to necessary requirements as to security and confidentiality if information. The Union's right to be present does not extend to informal discussions lead to consideration of possible modifications of personnel policies, or other matters which the Employer is obligated to discuss with the Union, decisions on such matters will not be made by the Employer until this obligation is discharged. Such decision will not conflict with this Agreement.

Section 3

A Union official of the bargaining unit shall be given official time to represent a bargaining unit employee at any examination of one unit employee by a representative of the Employer which occurs on the installation in connection with an investigation if the unit employee reasonable believes that the examination may result in disciplinary action against the unit employee, and the employee requests representation

through his/her supervisor.

Section 4

Upon request and to extent not prohibited by law, the Union will be provided data:

- a. Which is normally maintained by the agency in the regular course of business;
- b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and,
- c. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

Section 5

The Union shall be notified in advance by the Employer and shall be given the opportunity to be represented at any scheduled meeting held by officials of the Employer with representatives of any other Union which may request such a meeting when the subject to be discussed involves personnel policies or practices affecting the employees in the bargaining unit or when it could affect the rights and obligations of the Union as the exclusive representative of such employees.

Section 6

The fact that the Employer formally proposes to take or has taken adverse action against an employee may be sensitive in nature to the employee concerned. Accordingly, it will only be revealed to management officials and/or their designees who have a need to know in processing the action. The affected employee may, if he/she wishes, notify the Union on his/her own.

Section 7

The Union shall have the right to be present a grievance of a bargaining unit employee at the appropriate time, and the Union may interject their opinion when the decision could affect other in the bargaining unit.

Section 8

AFGE will be given ample space in the NAP Branch, CPO, i.e., bulletin board and one table for displaying bulletins and information pertaining to the Union.

ARTICLE 9 LABOR MANAGEMENT COOPERATION

Section 1

The Employer and the Union agree that meetings shall be held as the need arises and/or subject to the request of either party between representatives of the Union and the Employer to consult on personnel policies and practices, problems which are recurring in nature, and in accordance with applicable laws, rules, and regulations affecting the general working conditions of employees in the bargaining unit. However, individual employee grievances will not be discussed at these meetings. These meetings will take place between the Civilian Personnel Officer or his/her designated representative. Such meetings may be requested by either party by submitting a proposed written agenda which will briefly summarize the specific issues for discussion and which will permit either party to identify resource personnel who may be needed in attendance. Nothing in this article precludes the Union or the Employer from negotiating conditions of employment in accordance with applicable laws, rules, and regulations.

Section 2

Should either party to this Agreement request a meeting with the other, it is agreed that they shall meet promptly in an effort to resolve the matter which has created the concern. The number of unit employees for whom official time is authorized under this Article shall not exceed the number of individuals designated as representing the Employer. Participants will be allowed reasonable official time to prepare the written summary of specific issues.

Section 3

The Employer and the Union recognize that they have a common interest in such matters as the elimination of waste; the conservation of manpower, materials, supplies, and equipment; maintenance of effective Employer/employee communications; the maintenance of an atmosphere in which every employee can give a day's work for a day's pay; the judicious use by employees of sick leave; the correction of conditions making for grievances and misunderstandings; the promotion of equal employment opportunity; the public; the safeguarding of health; the prevention of hazards to life, limb, and property; the betterment of employment conditions; and the strengthening of morale in the service.

Section 4

The Employer and the Union recognize the importance of resolving problems or complaints promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee(s) and be consistent with the principles of good management. To accomplish this, every effort will be

made to settle grievances expeditiously and at the administrative level of the Union and the Employer (normally steward and first level supervisor). The Union agrees that it will not refer problems and complaints off the installation until top management of the installation has been made aware of the problem and had reasonable opportunity to resolve the matter informally.

Section 5

The normal point of contact between the Union and the Employer for the purpose of discussing questions that may arise concerning the general administration or interpretation of this Agreement, or regulations, or other matters involving the overall relations between the parties shall be, for the Union, the duly elected president or his/her designated representative; for the Employer, The NAF Branch, Civilian Personnel Office.

Section 6

There will be no restraint, interference, coercion, or discrimination against the Union representative because of the performance of their duties. However, where work load conflicts arise, the Employer will so notify the Union representative and alternate arrangements will be made.

ARTICLE 10 OFFICIAL TIME AND UNION REPRESENTATION

Section 1

The Employer agrees to recognize AFGE officials, local officials of the Union, Union stewards, and other authorized representatives designated by the Union.

Section 2

Union representatives will be recognized by the Employer upon written notification by the Union to the NAF Civilian Personnel Officer. The Union agrees to furnish the Employer a list of employees designated to serve as Union representatives; such list will also include the official duty assignment of each Union representative and appropriate telephone extension. The Union further agrees to update this listing on a timely basis. The number of stewards designated shall be the number required in order to assure that each employee in the bargaining unit shall have access to a steward. If a steward is absent or unavailable for good cause, or at the employee's election, another Union official will be authorized to substitute for the steward.

Section 3

The union will endeavor to select stewards who possess the qualities of leadership and responsibility, and who deal with the employees and management in a manner that will inspire confidence and respect. The Union will properly orient and indoctrinate stewards with respect to the Act, as well as the provisions of this Agreement.

Section 4

An affected employee and his/her Union representative shall be excused from duty for reasonable amounts of official time without charge to leave to prepare a written reply or make an oral reply to a notice of proposed adverse action, to prepare a grievance, to present a grievance, to participate at a hearing or arbitration by either the Union or Employer, or whenever applicable in his/her obligation to the employee in the bargaining unit.

Section 5

Union officers, stewards, and representatives are authorized reasonable amounts of official time during regular work hours, without charge to leave for the purpose of handling grievances and other related representational duties with the bargaining unit as authorized by Public Law 95-454 and this Agreement. The factor to be considered by the parties in determining what constitutes a "reasonable amount of time" shall be the amount of time that is necessary to accomplish the task for which time is requested. In the event that management feels that the Union is using excessive time in fulfilling its obligation to the employee, and the use of official time is interfering with his/her duties, the official, and the Employer shall review the problem and attempt to resolve it. In the event the problem is not resolved, it will be referred to the Union President and the Employer for resolution. In the event the matter is unresolved at that level, the matter may then be to arbitration.

Section 6

A Union representative who wishes to use official time under the terms of this Article should adhere to the following procedures:

a. The Union representative who wishes to use official time under this Article will request permission from his/her Employer.

b. If it becomes necessary for a Union Representative to leave his/her work area to transact his/her representational functions, he/she shall obtain permission from his/her Employer. Permission will be granted unless a compelling need exists if the task being performed by the representative is one which, if not performed by that individual at that time, would result in serious interference with the assigned responsibilities of the Employer or activity or be unjustifiable in light of the benefits, including sound management/employee relations to be derived. If such permission is denied

for compelling reasons, the Employer will promptly give the reasons in writing to the employee if the request is in writing. Upon entering a work area other than his/her own, the Union representative will first advise the Employer of his/her presence and the name of the employee to be contacted. The Employer involved will grant permission unless compelling work commitments dictate otherwise. If permission is denied the Employer will inform the Union representative of the reason for the denial and when he can expect to see the employee. The Union Representative will notify his/her Employer upon his return to his work assignment.

Section 7

The Union agrees that prior to entering a work area other than the organizational area in which assigned, its officers and stewards will notify the Employer and advise his/her of the need to see an employee. Approval will be granted unless work commitments of a compelling nature dictate a need for delay. If permission is denied, the Employer will promptly give the reasons for the denial in writing, and a time will be set for conduct of the meeting.

ARTICLE 11 HOURS OF WORK

Section 1

Activity managers will establish a basic workweek of forty (40) hours within seven (7) consecutive calendar days which constitute the administrative workweek for full-time employees. Except where inconsistent with operational needs, the hours scheduled will not exceed eight (8) hours per workday and the forty (40) hours of work may not be spread over more than six (6) days of the administrative workweek. The basic workweek for full-time employees means the forty (40) hour workweek within the administrative workweek established by the Commander.

Section 2

The Employer agrees that changes in the basic workweek of full-time employees shall be avoided to the extent possible, but reserves the right to make changes in the days and hours of the basic workweek. Changes in the basic workweek will be posted on the bulletin board and otherwise brought to the attention of the employees at least two (2) weeks prior to the effective date of business needs. In those cases, employees will be notified as far in advance as possible. Exceptions to the two (2) week advance notice requirement will not be made where the change in tour is for the sole purpose of avoiding or creating the necessity for payment of overtime.

Section 3

Part-time employees will be scheduled two (2) weeks in advance in the extent practicable; however, it is recognized that the very nature of many of

the part-time jobs and the workload fluctuation frequently demand changes in the schedule. The Employer will ensure that any changes made are brought to the employee's attention as soon as possible after it becomes apparent such changes are necessary.

Section 4

Employee call-back entitlements will be accordance with AR 215-3, paragraph 4-5.

Section 5

Non-compensated meal periods will be indicated on the work schedule, and will be scheduled for not less than thirty (3) minutes. During these meal periods, employees will be entirely free of duty. When the nature of an employee's duties requires that he/she remain at his/her duty station, the employees will be authorized a total of twenty (20) minutes during a designated period in which they may have their meal. The employee will be paid for the on-the-job meal period. On-the-job meal periods will be authorized only when it is not reasonably practical or economical to provide a normal meal period.

Section 6

Each employee will be granted a fifteen (15) minute rest period in a duty status within each four (4) hours worked. The Employer will establish the break periods on the basis of equity and reasonableness within the work unit. Rest periods may not be a continuation of the lunch period.

Section 7

Each employee shall be appropriately dressed, considering the employee's preferences, in accordance with established policies of the activity and will be at his/her work site ready to work when his/her tour begins. Time spent in the performance of assigned incidental duties directly connected with the performance of a given job is included in the daily schedule of working hours. An employee shall be granted a reasonable amount of time within his/her tour of duty to change into or out of uniform, when he/she is not permitted to wear his/her uniform to and from work.

Section 8

The Employer will allow a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to the end of the workday, and for the storage and protection of property and equipment at the end of each shift.

Section 9

When administrative leave is authorized by appropriate authority because of military necessity, extreme weather conditions, breakdown of equipment, an act of God, or other events beyond the control of management, all regular employees who report, or are scheduled to report for work and those services are not specifically required, will be placed on administrative leave without charge to leave or loss of basic pay.

Section 10

When employees eligible for administrative leave are prevented from working for managerial reasons (e.g., early closure because of no patrons), they will be excused without charge to leave or loss of basic pay for their regularly scheduled hours for that day, unless reassignment or rescheduling can be accomplished within the same pay period, or unless advance notice to the number of days shutdown is given.

ARTICLE 12 OVERTIME

Section 1

Overtime will be paid in accordance with applicable laws and regulations. Overtime will be distributed as equitable as possible among similar classes of employees in each fund, as far as the character of the work will permit. When making overtime arrangements, first consideration shall be given those employees regularly and currently assigned to the job. Second consideration will be given to those employees in the same fund qualified to do the job.

Section 2

Upon receipt of a timely request, an employee will be excused from a planned overtime assignment provided another employee in the fund affected, in the same job category and possessing the required skills, is available for the assignment. An employee required to work overtime due to unexpected absence of another employee on the shift immediately following his, will be relieved as soon as possible, provided a substitute can be obtained to perform the work required.

Section 3

Employees called back for overtime work will be paid for at least two hours after he/she arrives for duty.

Section 4

Employees identified as nonexempt must be compensated in accordance

with the FLSA for overtime work in excess of forty hours per week which they are "permitted or suffered" to perform.

Section 5

Employees assigned to overtime work will be given as much advance notice as possible. Notification for planned overtime work on Saturday and Sunday shall be made no later than noon Thursday unless circumstances beyond the control of the Employer prevent such notice. In this latter event, the employees will be informed of the reason for lack of advance notice.

Section 6

Necessary pertinent information concerning overtime hours worked will be made available, when requested, to employees and/or the Union to resolve specific complaints concerning overtime distribution or hours worked. It is agreed that records of overtime worked will be maintained by the Employer and shall be disposed of in accordance with applicable regulations governing records disposition.

ARTICLE 13 HOLIDAYS

Section 1

Definitions:

- a. Full-time employees: Those employees regularly scheduled to work forty (40) hours per week.
- b. Part-time Employees: Those employees regularly scheduled to work twenty (20) to thirty-four (34) hours per week.
- c. Holiday Leave: Pay for those regularly scheduled hours an employee is excused from work due to the occurrence of a holiday.
- d. Holiday Pay: Rate of basic pay plus a rate equal to his/her basic pay (double time) for those hours regularly scheduled and actually worked which is not in excess of eight (8) hours of overtime work.
- e. Legal Holidays: Subject to the provision of paragraph below of this Article:
 - (1) First day of January
 - (2) Third Monday of January
 - (3) Third Monday of February
 - (4) Last Monday of May

- (5) Fourth day of July
- (6) First Monday of September
- (7) Second Monday of October
- (8) Eleventh day of November
- (9) Fourth Thursday of November
- (10) Twenty-fifth day of December

(11) Any other day designated as a Holiday by Federal statute, Executive Order, or appropriate directive.

Section 2

The Employer agrees to recognize all legal and social holidays as may be directed or designated by Federal statute, by Presidential Executive Order, or by appropriate directive. Employees will be compensated in the following manner:

a. All regularly scheduled employees (Full-time and Part-time) are entitled to holiday leave or holiday pay, as applicable, when a holiday falls on one of their scheduled workdays.

b. Regularly scheduled Full-time and Part-time employees (except those with a regularly scheduled workweek of less than five (5) days) are entitled to holiday leave or holiday pay, as applicable, when a holiday falls on day outside their scheduled workweek.

Section 3

Exception to above Policy: No payment will be made if the holiday falls within a period of nonpay status. A holiday falling on the first or last day of an approved nonpay status is considered to be within such period. Therefore to be eligible for holiday pay or leave, and employee must be in a pay status immediately before or immediately after the holiday.

Section 4

Work performed in excess of eight (8) hours on a holiday will be compensated in accordance with the FLSA.

ARTICLE 14 SICK LEAVE

Section 1

Regular Full-time Employees: Full-time employees (those scheduled to work a forty (40) hour basic workweek) earn sick leave at the rate of four (4) hours for each full bi-weekly pay period. Sick leave is earned from the first pay period of employment, and its earning is not affected by the type of appointment or length of service.

Section 2

Regular Part-time Employees: Employees who work on a part-time basis with an established tour of duty earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for eighty (80) hours of duty in any pay period. To earn sick leave, part-time employees must have a regular weekly tour of duty; if they have regular weekly hours, they earn leave for every hour in a pay status.

Section 3

The minimum accrual of sick leave is one-fourth (1/4) hour in a pay period. Sick leave is earned from the first pay period of employment and may be used when earned. Temporary employees have no entitlement to sick leave. There is no maximum for accumulation of sick leave.

Section 4

Approval of sick leave shall be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, or pregnancy; or for medical, dental, or optical examination or treatment; or exposure to a contagious disease and the health of co-worker is endangered. The minimum charge for sick leave is one-fourth (1/4) hour.

Section 5

Leave for prearranged medical, dental, or optical examination or treatments must be requested as soon as possible after the appointment is made, and normally at least one (1) week prior to the appointment, if possible. Employees are encouraged to secure such appointments outside their scheduled duty hours when possible.

Section 6

Requests for sick leave because of an incapacitation illness or injury shall be made by the employee, or someone acting on his/her behalf, to the supervisor or his/her designated representative by telephone or other appropriate means as soon as possible, by normally not later than two (2)

hours after the start of the employee's shift on the first working day of his/her absence. Failure to obtain approval or give the notice required by this Article may result in a charge to annual leave or absence without leave, as the circumstances may justify.

Section 7

Employees shall not be required to furnish a doctor's certificate to substantiate a request for sick leave unless such sick leave exceeds three (3) consecutive workdays, except in individual cases when there is reason to believe the employee is abusing sick leave privileges. Normally, a medical certificate will be required for approval of sick leave for absence of three (3) days because of illness. In lieu of a medical certificate, illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician. When an employee is on sick leave for more than two (2) weeks (except for pregnancy and confinement), the employee will be required to submit a doctor's certificate at least every two (2) weeks during his/her absence unless, in the judgment of the approving authority, the circumstances do not warrant a certificate.

Section 8

If the Employer has reason to believe that an employee is abusing his/her sick leave privileges, the employee will be advised by the Employer that he/she has a questionable sick leave record and why he/she is suspected of abusing sick leave. The employee will be advised that, if the record does not improve, a doctor's certificate may be required for each future absence on sick leave. If this does not bring about an improvement in the sick leave record, the employee will be notified in writing that all future requests for sick leave must be supported by a doctor's certificate. All cases requiring a doctor's certificate for each absence shall be reviewed by the Employer of the Activity concerned to determine whether the requirement can be eliminated. Such review shall take place at the end of six (6) months from the date of issue of official written notice requiring a doctor's certificate and each three (3) months thereafter if it has not previously been rescinded. When this requirement is to be continued, the employee will be called before his/her Employer and so informed. At the request of the employee, a Union representative may accompany the employee. When it is determined by the Employer that the requirement is no longer necessary, the employee shall be so notified in writing.

Section 9

Official written notice of abuse of sick leave privilege will not be used by the Employer when the absence on sick leave has been documented with a certificate from a recognized practitioner or physician, or for the day the employee has been sent home by the Employer.

Section 10

Subject to the following provisions, custodians or managers may prescribe the conditions under which sick leave is to be advanced to employees under their jurisdiction. Advances are to be limited to deserving cases of serious disability or ailments:

- a. All of the accumulated sick leave to the employee's credit must be exhausted. The employee may also be required to use any annual leave he/she might otherwise forfeit.
- b. Employees serving in their probationary period should not be advanced sick leave in excess of the amount which it is reasonably assured they will earn prior to the termination of the probationary period.
- c. The amount of sick leave advanced to an employee's account may not exceed thirty (30) days at any time. When it is known that the employee is to be separated from the rolls or retired, the amount should not exceed an amount which can be liquidated by accruals prior to separation.
- d. There must be reasonable assurance that the employee will return to duty. If the employee is separated prior to liquidation of advanced sick balance, recoupment may be made from wages due the employee.
- e. Application for advance sick leave must be accompanied by a medical certificate by a licensed physician.
- f. The format outlined in MICOM Regulation 690-2 will be used to request advanced sick leave. Upon receipt and review of a request for advanced sick leave, supervisors will then make specific written recommendations concerning the request and forward it through channels for review and recommendation to the NAF Civilian Personnel Officer. The NAF Civilian Personnel Officer will review and approve or disapprove each request. If the request is disapproved, specific reasons for disapproval will be outlined in written response.

Section 11

Where a determination is made medically that an employee should be placed in limited or light-duty status, the Employer will exhaust every effort to find limited duty within the Activity for the employee. This does not require the Employer to tailor or redesign the duties of established positions.

Section 12

The Union recognizes the importance of sick leave and the obligation of the employee, as well as the advantage to his/her, to utilize it only when incapacitated for the performance of duty by sickness, injury, or other valid reasons. The Union, therefore, agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave.

ARTICLE 15 ANNUAL LEAVE

Section 1

Employees will accrue annual leave in accordance with applicable regulations. A regular full-time or regular part-time employee must have served under a regular appointment for a continuous period of 90 calendar days before leave can be credited to his/her account, although leave does accrue during the 90-day period. If the employee separates prior to 90 days, no leave credit will be granted nor paid as a lump sum. An employee is only required to serve on 90-day qualifying period.

Section 2

Annual leave will accrue to regular full-time and regular part-time employees for all hours in a pay status up to a maximum of 40 hours per week at the following rates:

- a. Employees with less than 3 years of creditable service - 5 percent.
- b. Employees with 3 years but less than 15 years of creditable service 7 ½ percent. Except that for the final bi-weekly period of the leave year, it will accrue at the rate of 12 ½ percent of the total non-overtime hours.

Section 3

Accrued leave is credited to the employee's individual leave record at the end of the pay period in which it is earned. During absence, annual leave continues to accrue to the employee's credit while in a pay status.

Section 4

The minimum accrual is ¼ hour per pay period. A part-time employee may carry over hours from one pay period to the next until sufficient service is performed to provide ¼ hour of credit.

Section 5

The annual leave accruing to an employee's credit which is not used during the leave year may be accumulated from year to year. Use or forfeiture of accrued leave in excess if the maximum allowable accumulation is required. Maximum accumulation of annual is 30 days (240 hours).

Section 6

An employee's request for annual leave may be approved, subject to workload requirements, provided the employee gives his/her supervisor reasonable advance notice. When employees can be spared from their duties, annual leave will be granted freely for personal purposes.

Section 7

If requested to do so by individual employees, the Employer will schedule annual leave of one week or more continuous duration for those employees who have sufficient leave due and accrued. Employee request for such leave received before 1 March of each calendar year will be scheduled in accordance with individual preferred time frame and workload for the group of employees with the same job classification reporting to a single supervisor. In the event a conflict as to choice vacation period occurs, individual seniority, computed on the basis of the employee's official service computed on the basis of the employee's official service computation date, for each group of employees, will be applied; however, no employee will be permitted to monopolize desirable annual leave periods in connection with holidays to the continuous disadvantage of employees with less service. For example, a senior employee will not normally be permitted to schedule his/her annual leave period in connection with the Christmas holidays year after year (for 2 successive years) if it will continually deny another employee leave during the same period. Once an employee has made his/her selection, he/she shall not be permitted to change this selection if doing so would disturb the choice of another. Every reasonable attempt will be made to adhere to the established vacation schedule. In the event a subsequent change in workload commitments occurs requiring a change in vacation plans made by an Employer, a new plan for that employee will be developed as equitably as possible but not in a manner to disturb the schedules of other employees.

Section 8

When the Employer finds it necessary to cancel previously approved annual leave, the reasons for such action will be explained to the affected employee. Denial of use of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employees or group of employees.

Section 9

When unforeseen circumstances prevent annual leave in advance, approval of the use of annual leave cannot be presumed by the employee. The employee must contact the supervisor, or designated representative, as early as possible and secure approval for the absence. Such request may be made either personally or by phone, and must be not later than 2 hours after the beginning of his/her regular work shift on the first day of absence, unless precluded by circumstances beyond their control. It is agreed that in

requesting annual leave for emergency reasons, employees will describe the emergency, giving some estimate as to how long they will be absent, and indicate the type of leave desired. It is understood that failure to secure approved leave may result in the employee being charged absent without leave (AWOL).

Section 10

In the case of a transfer from one supervisor and Nonappropriated Fund to another, previously scheduled annual leave for vacation purposes shall be brought to the attention of the new supervisor by the employee concerned and a reasonable effort will be made to honor the previously approved schedule.

Section 11

Any employee applying for leave on a workday which occurs on a religious holiday associated with his/her religious faith will be granted such leave if workload requirements permit.

ARTICLE 16 LEAVE WITHOUT PAY

Employees will be granted leave without pay as prescribed in applicable regulations and directives.

ARTICLE 17 CIVIC RESPONSIBILITIES

Section 1

In accordance with AR 215-3, Paragraph 5-40, excused absences are authorized for participation in civic activities, such as, but not limited to, court leave, military leave, voter registration, Armed Forces Medical Examinations, and military funerals.

Section 2

Employees who desire to vote in any election or in referendum on a civic matter in their community shall be excused without charge to leave for a reasonable time, as follows:

a. As a general rule, employees will be excused no earlier than 1400 hours where the polls close at 1700 hours, and no earlier than 1500 hours, where the polls close at 1800 hours. Employees who desire to vote prior to reporting for duty or at a time during the workday other than above, may be excused provided more time off is not required.

b. Where voting places are beyond normal commuting distance and voting

by absentee ballot is not permitted or where other exceptional circumstances exist, employees may be excused for the actual time required to vote. In no case, however, will the excused absence exceed one day.

c. Excused leave is not authorized unless the employee reports for duty and performs work on election day, other than in exceptional cases where the entire workday is required to vote.

Section 3

Employees who volunteer as donors, without compensation, to the American Red Cross, to military hospitals, or other blood banks, or respond to emergency calls for needy individuals, will be authorized up to 4 hours excused absence for recuperation in addition to the time required to travel to and from the blood donor center and to give blood. Regular lunch time will not be counted as a part of the excused absence.

Section 4

When an employee's appearance in court as a witness is not on behalf of the United States Government, the District of Columbia, or a Nonappropriated Fund Instrumentality of the Armed Forces, and not in their official capacity, their absence from duty must be charged as either annual leave or as leave without pay, and they are entitled to retain all fees and allowances for such service.

Section 5

The Employer agrees that voluntary principles will be adhered to in all approved base drives and campaigns, especially the United Appeal and the US Saving Bond drives. In no instances shall the Employer or the Union exercise undue pressure on any employee to participate in a program in which the employee does not wish to participate, nor will any reprisal action be taken against an employee who refrains from participating. An employee not choosing the payroll deduction method in charity drives shall have the right to keep his/her gift anonymous by use of a plain envelope. The Employer and the Union agree to encourage employees to contribute to all fund drives sanctioned by the Federal Government and conducted by Redstone Arsenal.

ARTICLE 18 DISCIPLINARY/ADVERSE ACTION

Section I

The Employer and the Union agree that primary emphasis will be placed on

preventing situations requiring disciplinary actions through effective employee/management relations. Any adverse or disciplinary action must be for just cause, be fair and equitable and consistent with AR 215-3, which govern such actions.

Section 2

Prior to deciding whether or not a disciplinary action is warranted, the Employer shall undertake a preliminary investigation and hold discussions with the employee concerned (unless it is impracticable to contact the employee). Whenever a supervisor discusses with the employee a disciplinary action within the scope of this agreement, the employee will be informed that he/she is entitled to have a Union representative present.

Section 3

Disciplinary actions shall be initiated only after a thorough preliminary investigation has been completed and the facts revealed by this investigation clearly indicate that disciplinary action is necessary for correcting the employee.

Section 4

When an employee is officially notified of proposed disciplinary action, the employee will be informed that he has the right of representation and to reply either orally and/or in writing to the proposed disciplinary action and will also have the right to a representative of his/her choice. The employee shall be advised in writing as to all reasons which are used as the basis of the offense for which charged.

ARTICLE 19 PLACEMENT, PROMOTION, AND DETAIL

Section 1

This article applies, with exception of Section 13, to all regular category positions. The purpose of this article is to insure a systematic means of selection for promotion and placement according to merit without regard to race, color, religion, sex, national origin, politics, marital status, physical handicap, age, personal favoritism, or membership or non-membership in an employee organization. This article does not guarantee promotion but, rather, is intended to assure that all qualified employees receive fair and equitable promotional opportunity when positions are filled. Management has the right, in accordance with applicable laws, to make selection for appointment from among properly ranked and certified candidates for promotion or any other appropriate sources.

Section 2

Each merit placement and promotion program opportunity for which employees are eligible to apply shall be advertised through issuance of announcements within the area of consideration. Announcements on new and vacant positions within the units shall be open for applications for at least 7 workdays and shall either be posted on employee bulletin boards where such exist or be routed among employees of the unit. Those announcements shall contain a brief description of duties of the position, the required qualifications, and instructions on how to submit an application.

Section 3

All vacancy announcements will be posted not later than the opening date where the employees will have full access to them. The Employer will furnish the Union a timely copy of all announcements. The NAF referral and selection form will list all referred candidates in alphabetical order. If any candidates referred to the selecting official are interviewed then the selecting official should attempt to interview all of the referred candidates. It is recognized that this is not always possible or practicable, for example, because of extended leave.

Section 4

The selecting official will consider the qualifications of all applicants referred for the position before making a selection. Upon making a selection, the selecting official will return the referral in a sealed envelope to NAF CPO. Normally, consideration for selection will first be given to current employees; however, any applicant on the list of the best qualified may be selected, provided: (1) When an outside applicant is selected over an employee currently on the rolls of a Department of Army NAFI, a brief statement of why that applicant was selected will be made a part of the selection action record and made available to the Union upon request; (2) All actions required by AR 215-3 must be completed before selecting a retired member of the Armed Forces of the United States for employment.

Section 5

When selection is made from outside applicants, a non-veteran should not be selected if an honorably-discharged veteran whose qualifications place him/her among the best qualified applicants available. Military members retired for length of service who were serving in Grade 0-4 or above are not entitled to this preference. If the selecting official wishes to select a non-veteran, he/she must furnish the installation commander or his/her designee a written justification, including a specific reason, for passing over the veteran. The non-veteran may not be appointed until this justification has been reviewed by the commander or his/her designee and concurrence has been reviewed by the servicing personnel office. This veteran's preference requirement does not apply to in-service placement actions.

Section 6

Offer of employment will not be made to any applicant by a selecting official. Notice of selection and offer of employment will be made by the servicing personnel office upon completion of the appropriate pre-employment requirements.

Section 7

The Employer agrees that promotion selection will be based on merit factors from among the best qualified applicants. An employee normally will be released from his/her position within 15 days after selection is made for promotion; but in a cases, he/she will be released within 30-day period after selection.

Section 8

A candidate may not be promoted than by competitive procedures unless promotion is accomplished by authorized exception to competitive procedures, as a result of priority placement consideration, or mandatory placement as provided in appropriate regulations. Notwithstanding these exceptions, the only candidates who may be considered for selection are those properly referred to the NAF CPO.

Section 9

When an employee is demoted without personal cause and not at he/her own request, that employee will be considered as a promotion eligible.

Section 10

When an employee is detailed to higher level position and it is known that such assignment will continue for 60 calendar days or more, a temporary promotion will be made provided the employee selected is fully qualified for the promotion.

Section 11

Competitive procedures will be applied in filling a position with known promotion potential by reassignment or transfer. Competitive procedures will be used in filling positions by temporary promotions in excess of 120 days.

Section 12

Applicants who are referred and not selected for a position may request and receive the supervisor's reason for selecting the successful candidate

by contacting the NAP Personnel Office.

Section 13

The Employer agrees to utilize employees in their assigned skills to the extent practicable. However, details will be authorized when such action will relieve a temporary shortage of personnel; will reduce an exceptional volume of work; or will enable more effective administration by permitting necessary flexibility in assigning the workforce. No employee will be detailed to duties other than his own for a period over 30 days without documentation being placed in his Official Personnel File (OPP).

Section 14

The Employer agrees to follow the above procedures when converting part-time permanent positions to full-time permanent positions and subsequent filling of such positions.

ARTICLE 20 REDUCTION-IN-FORCE

Section 1

For purpose of this article, a reduction-in-force occurs when an employee is released from his/her competitive level by separation, demotion, furlough for more than 30 days or reassignment requiring displacement or when lack of work or funds, reorganization, reclassification due to change in duties, or the need to make place for a person exercising re-employment or restoration rights requires the Employer to release an employee.

Section 2

If a reduction-in-force is necessary, the Employer shall make effort to place affected employees in vacant positions or which they are qualified.

Section 3

The NAP Civilian Personnel Office will verbally notify the Union of impending RIP's within the bargaining unit within one workday from when it receives the approved action. Follow-ups notification by CPO shall include the following information:

- a. The reason for the reduction-in-force.
- b. The approximate numbers, types, and grades of the employees to be affected.
- c. The proposed effective date of the action; and,
- d. Any additional information relevant to the RIP, e.g., number of

vacancies, lack of funds.

Section 4

The Employer agrees to bargain, upon Union request, over the impact and procedures used in affecting the RIP prior to the implementation of it is determined that the procedures used in affecting the RIP are other than those included in this article.

Negotiation shall commence within 30 days from the date of the demand to bargain.

Section 5

To eliminate or minimize the adverse effect upon employees in a reduction-in-force situation, the Employer shall - to the maximum extent feasible - achieve the necessary personnel reductions by utilizing alternatives to a RIP such as, but not limited to, attrition, early retirement, reassignment, reimbursable details, and the freezing of vacancies for the duration of the RIP that the affected employees might fill.

Section 6

Competitive levels shall be established in accordance with applicable laws and regulations. A list of the competitive levels shall be provided to Union when it is notified by the Employer that a RIP is anticipated.

Section 7

All the employees to be affected will be informed simultaneously of the impending RIF by NAF CPO including the reasons therefore, the number and kind of positions that will be affected, and the applicable RIF regulations. This may be done by written notice but a group meeting is preferable, especially one in which employees may ask questions and receive answers. The Union will be consulted regarding RIP implementation prior to the initial announcement of the RIF to employees and notified of a group meeting.

Section 8

The employer will make every effort to provide a written specific notice to each affected employee 60 days prior to the effective date of the specific RIP action and, in no case, will the specific notice be less than 30 days prior to the RIF action.

Section 9

Any employee receiving a general or specific RIF notice may review the retention register for his/her competitive level as well as the

retention registers for those competitive levels where there are employees who may displace the employee and into which the employee believes he/she may bump or retreat to. Employees shall be in a duty status when reviewing the relevant retention registers.

Section 10

The Union, upon request, shall be given copies of all retention registers and any amendments thereto. An employee's Union representative shall be granted official time to review the retention registers. Both the Union representative and any affected employee shall have access to any other relevant and related material in addition to the retention registers.

Section 11

The Employer shall guarantee a proper offer of an available position to all employees affected through a RIF, if such an available position exists.

Section 12

Upon receipt of a specific notice with an offer of reasonable reassignment, the employee shall have 10 days to either accept or reject said offer of reasonable reassignment.

Section 13

The employer will freeze performance appraisal retention points of affected employees at least 6 months prior to RIF. The freeze will remain in effect until the conclusion of the specific RIF. This article does not prohibit the Employer from appraising the employee's work performance on a continuing basis.

Section 14

An employee separated by reduction-in-force will have priority reemployment rights for one year following the date of separation. When a vacancy occurs in the competitive level of their former positions, employees on the list will be offered the position in the order of their retention scores, beginning with the highest score. A list of employees separated by RIF will be maintained and furnished to the Union upon request. When there is a tie in retention scores, that tie will be resolved by the following criteria:

- a. Length of service in the current position at Redstone Arsenal.
- b. Completion of one year of honorable military service.

Section 15

Regular full-time and part-time employees who have completed at least 12 consecutive months of service with a NAFI and who are involuntarily separated from their employment because of a RIF, base or post deactivation, or reorganization will receive severance pay, unless the employee:

- a. Was separated because of misconduct, delinquency, or inefficiency; or
- b. Is immediately eligible for an unreduced NAFI retirement annuity upon separation; or,
- c. Has refused an offer of employment in a position of equal pay, appointment category, and seniority within the same or another NAFI located in the same commuting area; or,
- d. Is immediately employed by another NAFI in a regular position; or,
- e. Is immediately employed in a continuing appropriated fund position; or, Is immediately employed by a contractor whose contract replaces the function or services being performed by the NAFI.

Section 16

The amount of severance pay will be one week's basic pay for each year of regular full-time or part-time continuous NAFI service, up to 4 years of service, for a maximum 4 weeks of pay at the basic rate received immediately prior to separation. For portions of years in excess of one year, the amount paid will be prorated. Periods of service for which severance pay has previously been granted will not be counted. For part-time employees, one week's basic pay equals the number of hours regularly scheduled as reflected on DA Form 3434.

ARTICLE 21 POSITION CLASSIFICATION

Section 1

Each employee in the Unit shall be furnished a copy of his/her position description by the Employer upon employment and when any change is made to the description of major duties assigned. It is understood that job descriptions themselves serve as no limit on the right of management to assign duties to unit employees. The phrase "other duties assigned", if used in a job description, will mean job-related duties. The Employer may require the employee to perform other duties outside their job descriptions during peak work loads on an emergency basis when this not regular and recurring. Employees will not be assigned permanent duties outside their job descriptions without an official change in the job description.

Section 2

When an employee alleges inaccuracies in his/her position description, he/she may submit a request for review of his/her job assignment to the Employer. When an audit reveals that the job description is inaccurate, the Employer and the NAF CPO will take corrective actions in a timely manner. If the employee does not agree with the accuracy of the description of duties, he/she may utilize the negotiated grievance procedure.

Section 3

When an employee believes the grade or classification of his/her position is incorrect, he/she may request a review of the classification through the supervisor and NAF CPO. If the employee is not satisfied with the results of this, he/she may appeal in accordance with appeal procedures in AR 215-3.

ARTICLE 22 TRAINING

Section 1

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

Section 2

In recognition of the mutual advantage to the Employer and to the employee, the Employer agrees to make a reasonable effort to utilize existing employees within the fund concerned when training is determined to be necessary for new job and/or skills. Selection for such training will be consistent with applicable rules and

regulations. Section 3

Job training necessary and required by the Employer, as distinguished from training for which the employee voluntarily applies, shall be accomplished on the Employer's time and at the Employer's expense.

Section 4

If otherwise in a duty status, recognized Union officials may be granted 24 hours per individual within a 12 month period of official time to attend Union sponsored training sessions when, in the opinion of the Employer, such training would be mutually beneficial to the Union and the Employer. The Union President will submit in writing to the Employer in advance for approval, any requests for administrative leave specifying the sponsorship, purpose, location, dates, hours, and subject matter as well as the names of the employees to attend.

ARTICLE 23 SAFETY AND HEALTH

Section 1

Every reasonable effort will be made to provide and maintain safe working conditions. The Employer and the Union will cooperate to that end and encourage the employees to work in a safe manner. The Employer agrees that no employee shall experience conditions without proper personal protective equipment and devices furnished by the Employer, in areas where conditions that are unsafe or detrimental to health exist. The need for such devices and equipment, as well as the types, quantity, and quality will be determined by applicable regulations.

Section 2

When safety and industrial health matters do not appear to be adequately treated, the Union may present the problem to the Employer for mutual consideration.

Section 3

Employees will not experience conditions that are unhealthy or unsafe beyond those inherent hazards which cannot be eliminated by standard or developed safety practices and procedures.

Should an employee claim that a job to which he has been assigned will immediately endanger life or limb, he shall promptly report the circumstances to this Employer. If the condition is found to be unsafe, the Employer will initiate corrective action. Unjustified failure to abide with safety practices and procedures and/or wear required protective clothing and equipment will subject employees to discipline.

Section 4

Emergency transportation and first aid for employees injured on post shall be provided as necessary by the Employer.

Section 5

The Employer will notify the Union within 5 workdays of all "lost time" accidents which occur to employees in the unit. This notification will include the name of the employee, the locations and circumstances of the accident, and the nature of the injury. A copy of an accident report will be made available to the Union on request. The Union may make recommendations to the supervisor concerned to eliminate unsafe conditions.

Section 6

When the Employer determines that an employee is physically unfit

for duty after reporting for work, arrangements will be made to provide transportation to a hospital or the employee's home in those cases where the Employer determines that such transportation is necessary.

Section 7

An employee who has sustained an on-the-job injury or disease will not be subject to conditions beyond the extent and limits prescribed by the agency physician.

Section 8

In the event a Federal Agency Safety Inspector visits the installation, the Union may designate one representative to participate in the walk-through inspection. Advance notification to the Union will be made by the Employer whenever possible.

Section 9

The Employer agrees to assure response to employee reports of unsafe and unhealthy working conditions and require an inspection within 24 hours for potential serious conditions and 5 workdays for other conditions. Any employee or steward is authorized to request an inspection of the workplace when he/she believes an unsafe or unhealthful condition exists. All employees and/or Union officials will be carried in a duty status for the purpose of health and safety briefing and/or participation in inspections.

Section 10

The Employer agrees to apply and maintain fire extinguisher in all sections in accordance with pertinent governing and controlling regulations and standards. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign material are kept away from the fire extinguisher.

Section 11

Claim forms relating to workers compensation claims will be provided to the employee by the Employer. Except for incompleteness of the claim form, claims will be forwarded within 5 workdays.

Section 12

All employees shall adhere to sanitary regulations and such personal hygiene habits and cleanliness as may be prescribed by the Employer.

Section 13

Subject to the provisions of applicable regulations, the Employer agrees to bear the full expense of all special tools, special clothing, and special equipment employees may be required to use.

Section 14

The Employer will make a reasonable effort to maintain adequate ventilation, heating, and cooling of buildings affecting employees health, welfare, and morale. In regard to heating and cooling of buildings, the Union and the Employer recognize the need for energy conservation and strict compliance with building temperature limits required by executive orders, laws, rules, and regulations of higher echelons and will adhere to those limits.

Section 15

Under conditions of extremely hot or cold weather, employees may be excused from work by the Employer. The Employer will be responsible for determining whether at any time weather conditions are such as to justify excusing employees.

In arriving at a determination to excuse employee, the Employer will, after determining that there is no other work available in work areas which provide protection from the adverse weather conditions, provide protection from the adverse weather conditions, provide for liberal use of annual leave in individual cases, and assure that group dismissals of employees are authorized in those exceptional instances where extreme weather conditions are such as to make working conditions intolerable and endanger the health of employees.

ARTICLE 24 DISTRIBUTION OF AGREEMENT Section 1

The employer agrees to pay the cost of and accomplish the typing and editing of the master for the agreement booklet, 8" X 10-1/2" size.

Section 2

The Employer agrees that the Union be authorized to post copies of this agreement on official bulletin boards at each activity.

Section 3

The Employer agrees to furnish the Union with 50 copies of this agreement.

ARTICLE 25 PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES

Section 1

The Employer and the Union hereby agree on their respective responsibilities and the procedures, conditions, and requirements for

withholding and remitting dues of the members in good standing of the Union who are employed in the bargaining unit and who voluntarily authorize allotments from their pay for this purpose. The Payroll Servicing Office referred to herein is located at the Red River Army Depot, Comptroller Office, Finance and Accounting Division, Texarkana, Texas 75501.

Section 2

Any employee who is a member of the bargaining unit, and who is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for such membership at any time, provided:

a. The employee has voluntarily completed a request (SF 1187) for such allotment of his pay.

b. He receives an amount of pay sufficient, after other legal deductions, to cover the full amount of the allotment. Other legal deductions consist of Retirement or FICA Tax, Federal Income Tax, Health Benefits, Federal Employees Group Life Insurance, indebtedness due to the United States Government, State Income Tax, other authorized voluntarily deductions or allotment to be made in order specified by the employee.

Section 3

The procedure for processing authorization shall be as follows:

a. The Union will inform each of its members of the voluntary nature of an authorization for allotment of pay covering dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedures for revoking an authorization.

b. The Union agrees to purchase and distribute to its members the prescribed authorization form (SF 1187). The Union will complete Section A of SF 1187; the employee will complete the remainder of the form, including his signature, and the Union will deliver the completed form to the NAF Civilian Personnel Office, MICOM.

c. Authorization for allotments received in the Payroll Servicing Office (PSO) will be effective beginning with the first pay period following receipt of the allotment authorization by the Payroll Servicing Office, and will continue in effect until allotment is terminated in accordance with the provisions below.

d. The SF 1187 will contain name, payroll number, and Social Security Account Number of the allotter as it appears on the payroll records.

Section 4

Allotted dues will be withheld in the amount established by the AFGE Local 1858. The amount withheld will be exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Union, the Payroll Servicing Office will be notified in writing by the President of the Union of the rates and effective date of the amended dues structure at least 30 days prior to the effective date. The amended amount will be withheld effective the payroll period following effective date specified by the Union. Such changes may not be made more frequently than one each 12 months.

Section 5

The Payroll Servicing Office (PSO) will terminate an Allotment:

- a. When the Union loses the required recognition under any of the conditions specified in Public Law 95-454 or other appropriate regulations, or this Agreement is terminated or suspended. The termination will be effective at the beginning of the first pay period after loss of exclusive recognition, or termination or suspension of this Agreement.
- b. Upon receipt of notice from the Union President, that any employee has been expelled or is no longer a member in good standing, the allotment for such an employee will cease beginning with the first complete pay period after receipt of the notice. The Union President will notify the Payroll Servicing Office within 5 workdays when such a determination has been made by the Union.
- c. When an employee requests revocation of his allotment for the payment of dues, such revocation will be effective the first pay period following the anniversary date of the member's SF 1187. Standard for 1188 is the prescribed revocation form and may be obtained from the local NAF Civilian Personnel Office and must be filed with NAF Civilian Personnel Office and must be filed with the NAF Central Accounting Office. In all cases, it shall be the responsibility of the employee to see that his written revocation is received in the NAF Central Accounting Office.
- d. When the employee leave the bargaining unit as a result of resignation, retirement, promotion, transfer, reassignment, or any other personnel action which would remove him from the local bargaining unit.

Section 6

Within 10 workdays following completion of each pay period, remittance of amount due will be mailed to the Treasurer, Local 1858, AFGE, Redstone Arsenal, Alabama. A statement will be forwarded by the Payroll Servicing Office to the Treasurer, Local 1858, AFGE, giving the following information:

- a. Identification of Installation.

- b. Identification of the Union.
- c. Name of members from whom deductions were made and amount of each deduction.
- d. Total number of members for whom dues were withheld.
- e. Total amount withheld on this payroll.

Section 7

The Employer agrees to furnish the Union, upon request, in a reasonable time, the reason for dropped members from the above statement.

Section 8

A copy of each written revocation for the pay period in which the revocation is effected will be attached to the statement.

Section 9

This article does not deny the rights of supervisors who are presently covered by DOD Directive 1426.1.

ARTICLE 26 EQUAL EMPLOYMENT OPPORTUNITY

Section 1

The Employer will assure that there is equal employment opportunity on all levels and that the full workforce is free from discrimination because of race, color, religion, sex (including sexual harassment), national origin, age, mental or physical handicap, marital status, political affiliation, and Union membership or lack of membership. The Employer is responsible for promoting equal opportunity through a positive continuing program involving all management policies, programs, objectives, practices, and personnel.

Section 2

The Employer will effectively administer the EEO Program and will assure effective performance in all program aspects, including affirmative action processing of discrimination complaints involving race, color, religion, sex, national origin, age, mental or physical handicap.

Section 3

Disciplinary actions may be taken in substantiated cases of EEO discrimination supported by documented proof and/or witnesses. The complaint will be subjected to a complete review process before any disciplinary action is initiated.

Section 4

A policy statement will be posted on bulletin boards reflecting management's commitment to EEO goals.

Section 5

An employee may be made whole in accordance with applicable law, rule, and regulations as remedy for violation of this Article resulting in the denial of benefits the employee would otherwise have received.

Section 6

The Employer will designate and train an adequate number of Equal Opportunity Counselors who shall be available to assist employees, upon request, in resolving their discrimination complaints through informal inquiry and action. The employee will have the right to select the EEO Counselor or his/her choice. The Union shall be permitted, at its option, to submit one or more names of bargaining unit employees, with the exception of Union Officials, to be considered for appointment as an EEO Counselor, as the need arises. Counselors so designated shall meet established selection criteria and will be trained in accordance with the provisions of applicable regulations. Counselors will serve under the guidance of the Installation EEO Officer. No EEO Counselor shall be subjected to any type of retaliation due to the performance of their EEO duties.

Section 7

The Employer shall develop a results-oriented program for affirmative action intended to resolve problems of under-utilization and under-representation of minorities, women and the handicapped. The Union may request, a consultation meeting between the Employer and the Union President. The date, time and location of such meeting will be mutually agreed upon.

Section 8

In recognition of Union's role as exclusive representatives, the Employer agrees that the Union may represent any employee in an EEO complaint when requested by the employee. The representative will be provided information and rights concerning the complaint in accordance with 29 CFR 1613.

GRIEVANCE PROCEDURES

Section 1

The purpose of this article is to provide for a mutually satisfactory method applicable only to the bargaining unit for resolving grievances over the interpretation of application of this Agreement. This is the exclusive procedure available to the Employer and the Union and the employees in the bargaining unit for resolving such grievances. This procedure provides a means of resolving grievances at the lowest level of both the Employer and the Union. Employee grievances must concern an issue for which remedial action may be granted.

Section 2

Any bargaining unit employee filing a grievance under this Agreement may proceed with or without Union representation. However, this does not preclude any Union official from acting as representative of the aggrieved. In any event, the Union will be afforded the right to be present at any formal grievance discussion between the Employer and employee when the discussion involves matters covered by this Agreement.

Section 3

Any employee or group of employees filing a grievance under the provisions of this article is assured of freedom from restraint, interference, coercion, discrimination or reprisal.

Section 4

It is agreed that this article is to provide the exclusive method for settlement of bargaining unit employees or Employer/Union grievances which include the following:

a. The interpretation, application, or violation of any article contained in this Agreement.

b. The interpretation and application by the Employer of published policies and regulations issued or implemented at any level up to and including the Department of Army which concerns matters affecting conditions of employment, whether or not specifically covered by this Agreement.

Section 5

This article does not apply to matters for which a statutory appeals procedures exists.

Section 6

Grievances involving the interpretation or application of any article of this Agreement must be processed under this negotiated grievance procedure. Grievances concerning disciplinary and adverse action involving the interpretation or application of matters covered in this agreement shall be submitted beginning at the third step any time after receipt of the decision memorandum related thereto, but no later than 15 workdays after the effective date of the action.

Section 7

Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure or it is subject to arbitration will be referred to an arbitrator for decision. If the question arises, the grievance procedures will be halted without prejudice to either party until a decision is received by the parties from the arbitrator.

Section 8

Employee Grievance Procedure.

a. First Step:

(1) The employee and/or his Union representative will advise the immediate supervisor (in the event that the grievance involves the immediate supervisor, the first contact may be with the next level supervisor) within 10 workdays after the act, or knowledge of the act, or specific incident giving rise to the grievance that he is instituting the negotiated grievance procedure. The supervisor will acknowledge the request and set a time and date for the meeting. At the meeting the employee and his Union representative, if any, must present (may be orally) the nature of the problem for resolution and the personal relief sought. Grievance resulting from continuing conditions may be presented at any time. Failure to adhere to the time limit shall result in denial of the grievance if the aggrieved party causes the delay.

(2) If there is no question as to grievability or timeliness and the matter lies within the scope of the supervisor's authority, and effort will be made to work out a mutually satisfactory adjustment. If the matter cannot be resolved or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the issues involved prior to referral to Step 2.

(3) The First Step supervisor will render a brief written decision to the grievant and his Union representative, if any, within 5 workdays after conclusion of the First Step discussion.

(4) If the employee is dissatisfied with the decision of the First Step supervisor, he will, within 5 workdays after the decision, provide a written notice to the First Step supervisor to advise of his desire to pursue the

grievance further. The written notice will be in the following format:

EMPLOYEE GRIEVANCE REPORT

Employee's Name _____ Series and Grade _____

Title _____

Telephone _____ Organization _____

Supervisor _____

Name of Representative (if any) and Telephone No. _____

Nature of grievance, including Article(s) of the negotiated agreement, policies, and regulation(s), as may be appropriate under applicable law (to include specific paragraph, subparagraph, etc.), and explanation specifying how, when and to what extent the negotiated agreement, policies, or regulation(s) were violated, and the personal relief sought.

Date _____ Employee's Signature _____

b. Second Step.

(1) Upon receipt of written notice, the Employer will make arrangements for a discussion of the matter between the employee, his Union representative, if any, and the Second Step deciding official who will be the Chief of the Primary Organizational Element (POE) immediately below the Commander or comparable level having authority to resolve the grievance identified in the Employee Grievance Report. The responsibility of the Second Step deciding official (Chief of the POE) may be delegated to the Chief of a next lower level organization only in emergencies or by agreement of the parties or when functional responsibilities have been specifically designated to a position by the Commander or comparable level. The grievant and his/her Union representative, if any, shall be consulted on their availability for the Second Step meeting before scheduling. The employee and Union representative will be provided written notice of when and where the meeting will be held. The Employer will forward a copy of the meeting notice to the Union President. This meeting will be held within 10 workdays after the date of receipt by the supervisor of the Employee Grievance Report.

(2) The meeting will include, as a minimum, the Second Step deciding

official, the Union representative, if any, and the grievant. Documents relating to the grievance and utilized by either party at the meeting shall be made available to the other party, subject to legal, regulatory, or other restrictions (e.g., Privacy Act, etc.). Management and Union representatives will be permitted to question the grievant and any other attendees concerned with the case. The Second Step deciding official will provide and stenographer from within his/her workforce to take minutes and to come as close as possible (within his/her own capabilities) to recording verbatim testimony of witnesses during examination. A copy of the stenographer's/recorder's minutes of the Second Step meeting shall be provided to the Union at the time the second Step decision is rendered.

If there is not a stenographer, a recorder will be provided. If the grievance is pursued to the Third Step, the stenographer's/recorder's minutes shall be included as part of the package submitted to the Commander or comparable level. The Second Step deciding official shall render a written decision, to include documentation and the basis of the decision, within 10 workdays after the Second Step meeting. The Chief of the POE will concur (in writing) in decisions rendered by the Chief of the next lower level organization. In the event that the Second Step decision is not acceptable to the grievant, the employee may submit a grievance in writing to the Commander or comparable level. The written grievance shall be submitted within 10 workdays after receipt of a decision from the Second Step deciding official.

c. Third Step.

(1) The written grievance will be addressed through supervisory channels to the Commander or comparable level, ATTN: NAF Civilian Personnel Office (AMSMI-PT- CP-NA). A copy of the grievance, as filed with the Commander or comparable level, must be furnished at the same time to the Second Step deciding official and the President, AFGE Local 1858. The grievance package will contain the following information:

(a) Employee's name and organization and the name of the Union representative (if any).

(b) Specific nature of grievance including Article(s) of the negotiated agreement, policies, and regulation(s), as may be appropriate under applicable law (to include specific paragraph, subparagraph, etc.).

(c) An explanation specifying how, when and to what extent the negotiated agreement, policies, or regulations were violated.

(d) Personal relief sought.

(e) Statement that attempt has been made to resolve the grievance in accordance with Steps One and Two.

(f) A copy of the Employee Grievance Report and the written decision from the Second Step.

(g) Employee position paper (if desired).

(2) The Second Step deciding official and the Union may submit a position paper to the Commander or comparable level, ATTN: NAF Civilian Personnel Office (AMSMI-PT-CP-NA), within 10 workdays after receiving a copy of the written grievance submitted at the Third Step. The Union's position paper at the Third Step may be submitted in a sealed envelope to be opened only the Commander or comparable level.

(3) The Commander or comparable level, or his designee (within the Command group) will grant or deny the grievance. A copy of the decision will be furnished to the grievant/Union within 20 workdays after completion of (2) above. The position papers, if any, developed by the Second Step deciding official and the Union shall be included in the Third Step decision package when returned to the grievant and the Union President.

(4) If the decision of the Commander or comparable level or his designee is not acceptable, the Union may refer the grievance to arbitration in accordance with this Agreement.

Section 9

Should a grievance arise between the Employer and the Union over the interpretation of this agreement, and the issue is not one which could be presented by an employee under Section 8 above, the matter shall be adjusted in the following manner: The Commander or his designated representative shall meet to discuss the matter with the President of Local 1858 or his designated representative within 10 workdays after grievant notifies the other party in writing of the grievance. When either side determines that further discussion cannot adjust the grievance, the party will so advise the party, in writing, within 10 workdays after the decision. Within 25 workdays of this advice, the written decisions of the other party will be furnished the grievant.

Section 10

A grievance may be withdrawn by the grievant at any step outlined in this procedure.

ARTICLE 28 ARBITRATION

Section 1

If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within 30 calendar days after issuance of the final decision, shall be submitted to arbitration. If a third step grievance

decision is not rendered by the Employer within 30 days from the date of submission of the grievance under the third step grievance procedure of Article 27, unless the Union grants the Employer an extension in writing, the Union shall have the unilateral right to request arbitration during the 30 days next following.

Section 2

Within 7 working days from the date of receipt of the arbitration request, the moving parties shall request the Federal Mediation and Conciliation Service to submit a list of 5 impartial persons qualified to act as arbitrators. The parties shall meet within 5 working days after receipt of such list by both parties. Each party shall strike one name, alternating this procedure until one name remains, and this shall be the selected arbitrator. The party to strike the first name shall be decided by the toss of a coin.

Section 3

In the event either party refuses to participate in the selection of an arbitrator or upon inaction or undue delay on the part of either party, the other party has the unilateral right to select the arbitrator.

Section 4

During the life of the agreement, the arbitrator's fee and expense shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible on the Employer's premises during the regular day shift hours of the basic workweek.

All unit representatives, unit grievants, and any reasonable number of relevant unit witnesses who are subject to the jurisdiction of the Employer and who are appearing during their regularly scheduled duty hours shall be in a pay status without charge to annual leave while participating in an arbitration proceeding. No more than 3 representatives of each side is authorized at the hearing unless by mutual agreement, the parties consent to additional representatives or observers.

Section 5

The arbitrator will be requested to render his/her decision as quickly as possible but, in any event, not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 6

The arbitrator's award shall be binding on all parties. The award must be implemented not later than 30 calendar days after the award is rendered or after completion of appellate review, whichever is later. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 7

Except as mutually agreed by the parties, arbitration under this Article will be conducted with no verbatim transcript. There will be no tape recorder used, except by the arbitrator for his own purposes. The hearing will be concluded by the parties making closing statements; no post-hearing briefs will be submitted.

Section 8

In a threshold case, the arbitrator shall determine if the case is arbitral. If the decision is negative, the case will be closed. If the determination is positive, he shall continue with case analysis on merit.

Section 9

The arbitrator shall have power to add to, to subtract from, disregard, or modify any of the terms of this agreement.

ARTICLE 29 DURATION OF AGREEMENT AND CHANGES

Section 1

This Agreement shall be subject to approval by the Commander, AMC, who shall approve the Agreement, within 30 calendar days from the date this Agreement is executed if the Agreement is in accordance with the provisions of the Act and any other applicable law, rule, or regulation (unless an exception to the provision has been granted). If the Commander, AMC, does not approve or disapprove the Agreement within the 30- day period, the Agreement shall take effect and shall be binding on the Employer and the Union subject to the provisions of the Act and any other law, rule, or regulation.

Section 2

This agreement will remain in full force and effect for 3 years from the date of approval. However, this Agreement, by mutual consent of both parties, may be reopened at any time for amendment. Requests for amendment shall be in writing and must be accompanied by a summary of the amendment or amendments proposed. Within 30 calendar days of the receipt of such request, representatives of the Employer and the Union will meet to discuss the matter. Upon mutual agreement that reopening is warranted, the parties shall proceed to negotiate those matters and to duly execute any Agreement reached.

Section 3

Either party may give written notice to the other, not more than 105 nor less than 60 days prior to the 3-year expiration date, and each subsequent expiration date for the purpose of renegotiating this Agreement. The present Agreement will remain in full force and effect during the renegotiation of said Agreement and until such time as a new Agreement is approved.

Section 4

If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for 2-year period, subject to the other provisions of the article.

Section 5

This agreement shall terminate automatically effective on the date when it has been determined by appropriate authority that the Union is no longer entitled to exclusive recognition in the unit which this Agreement covers.

ARTICLE 30 CONTRACTING

Section 1

The Union recognizes that the Employer has the authority and responsibility to determine the methods, means, and personnel required to accomplish the mission of the Employer. The Employer and the Union recognize that contracting for services by the Employer is subject to certain policies and restrictions imposed by laws and regulations having Government-wide application. The Employer's policies and procedures for this article are established in accordance with appropriate laws, policies, and regulations.

Section 2

The Union President will be notified of the Employer's intent to solicit bids/offers under the Commercial Industrial Type Activity (CITA) program as early as practicable. The purpose of the Employer soliciting these bids and offers will be to determine the cost of contracting out an on-going function or a new requirement. The Union will be notified of this action prior to the issuance of a solicitation.

Section 3

Upon request, the Employer will furnish the Union President a copy of the solicitation package at the same time it is provided to industry.

Section 4

The Union President will be notified as to the time and place that bidder

proposals are to be opened by the Employer's representatives. The Union President and one other Union representative will be given an invitation to attend the meeting.

Section 5

The Union President and one other Union representative will be invited to attend the announcement of the results of the Employer's cost-comparison determination. After the most favorable offer to the Employer has been determined by the contracting officer, upon request by the Union President, the Union will be furnished a copy of the Employer's in-house estimate.

Section 6

The Union will be provided, as soon as practicable after the contractual award, a copy of the contract.

ARTICLE 31 TIPPED EMPLOYEE

Section 1

Tipped employees shall receive in excess of their basic pay all tips received for services rendered by that individual employee. Tips shall not be used to offset any part of the payment of the prevailing wage rate established by the annual Department of Defense prevailing wage survey.

Section 2

If, during the life of this Agreement, the Employer feels that the financial health of the organization depends on instituting a tip offset program, the Union agrees that it will at that time negotiate the issue.

ARTICLE 32 WAGES

Section 1

Under the provisions of PL 62-392, the DOD Wage Fixing Authority prescribes schedules and conducts locality wage surveys for all NAFI employees.

Section 2

Pay rates for AS and PS employees will be determined in accordance with DOD 1401- 1-M Personnel Policy Manual for Nonappropriated Fund Instrumentalities.

Section 3

Pay rate for UA employee will be in consonance with the General

Schedule (GS) employees.

ARTICLE 33 PERFORMANCE EVALUATION & RATING

Performance evaluation and rating will be accomplished as outlined in Chapter 6 of AR 215-3.

When a supervisor is not in constant touch with the employee he/she is encouraged to consult with the leader of the employee prior to making an evaluation.

ARTICLE 34 PAYBANDSYSTEM

Section 1

Purpose.

This article is an addendum to the Nonappropriated Fund Agreement between U.S. Army Missile Command and American Federation of Government Employees, Local 1858, effective 7 March 1991. It addresses the Pay Band system only.

Section 2

Payband Wages.

a. Pay rates for AS & PS employees in Pay Banding will reflect adjustments to the prevailing rate minimums and maximums based on the Locality Wage Survey. The pay in Paybands NF 1 and NF 2 will not go below the minimum rates established effective 1 Sep 91. The NF 3, 4, and 5 employees will be adjusted based on the GS schedule.

b. Under the provisions of PL 92-392, the DOD Wage Fixing Authority prescribes schedules and conducts locality wage surveys for blue collar employees (NA, NL and NS positions).

c. At the beginning of each rating period the employee's work standards will be given to the employee. Performance evaluation should be an ongoing process which will include midpoint written performance counseling during the year. The employee will be told in writing what he/she must do to receive a rating commensurate to a pay increase. The employee has the right to respond in writing. Pay may be adjusted up to four times a year. Each adjustment will be supported with a performance appraisal. There will be at least one performance appraisal a year. This does not mean that there will be an automatic pay adjustment.

Section 3

Promotion.

a. Promotion.

(1) Selection Priorities. Selection preference for all competitive recruitment actions for positions in Paybands 1 - 4 will be given according to legal and regulatory priorities. A statement will be made in writing explaining the reason for non-selection of current employees.

(2) Temporary promotions may be effected on either a competitive or non-competitive basis.

(3) It is understood that the permanent promotions will be done competitively, unless it falls under the auspices of gradual assumptions of duties when the following requirements are satisfied:

(a) There are no other employees supervised by the selecting official who are performing identical duties at the same grade to those performed by the employee prior to addition of the duties and responsibilities.

(b) The employee continues to perform the same basic function(s) as were in the former position and the duties of the former position are administratively absorbed into the new position.

(c) The addition of the duties and the responsibilities does not result in an adverse impact on another encumbered position.

(d) The employee meets all qualification requirements for the position.

(4) Repromotion. An employee may be promoted to the highest grade he or she had previously held on a permanent basis, provided the employee was not demoted or separated from that grade because of deficiencies in the performance or "for cause" reasons. This action may be made on a non-competitive basis.

(5) Pay Adjustment. On promotion, the employee may enter the new pay band at any point, with the provision that the pay adjustment will be a minimum of 7%.

Section 4

Premium Pay.

a. Overtime- all employees who work more than 40 hours a week will be given overtime.

b. Night Differential-All employees will be paid at a rate of 10% of the employee's basic pay in addition to his/her basic pay to be paid for any regularly scheduled work between 6pm and 6am.

c. Sunday Pay- An employee will be paid at his/her rate of basic pay plus premium pay at a rate equal to 25% of his/her rate of basic pay for each hour of regularly scheduled Sunday work not in excess of eight hours.

d. Holiday Pay- All regular full time and part time employees will be entitled to holiday pay. If required to work on a holiday, the employee will be paid premium pay at a rate equal to the employee's basic pay rate. An intermittent employee who is assigned to duty which is not overtime work on a holiday will be paid his/her regular rate of basic pay plus premium pay for no more than eight hours of the duty at a rate equal to his/her rate of basic pay.

ARTICLE 35

NONAPPROPRIATED FUND PERSONNEL SYSTEM MODERNIZATION

Section 1 PRECEDENCE.

1. The NAF Personnel System Modernization is an innovative revision of the existing personnel system.
2. It is established by a memorandum of the Department of the Army Deputy Chief of Staff for Personnel Memorandum dated 23 September 1991. This document addresses those conditions of employment that are affected by the implementation of new system.
3. The following documents are the primary guiding documents that apply to personnel for members of the bargaining unit.
 - a. AR 215-3
 - b. Agreement effective 7 March 91
 - c. Amendment to Agreement (Art. 34 - Paybanding), 10 Feb 92
4. In the event of differences, this agreement will prevail over agreement of 7 March 1991 (as amended by Article 34, Paybanding) and AR 215-3. It is understood that in accordance with Public Law 95-454 the agreement and its addenda take precedence over AR 215-3.

Section 2

EMPLOYMENT AND STAFFING

1. Qualification requirements for positions in the pay band system are developed by supervisors and incorporated in Standard Position Guides. The use of OPM Handbook X-118 is mandatory only for positions that have a positive education requirement. However, special requirements will not be

established for the purpose of preventing fair competition.

2. Short time requirements. Details to positions at the same or lower grade/level may be used to meet a temporary need or to assess an employee's capability to perform, and interest in, the duties and responsibilities of the position. Although no time limitations are imposed on these actions, if the detail was for the purpose of assessing an employee's performance in the position a supervisor should normally be able to make that assessment within a 120 day period. This is not considered to be in conflict with Article 19.

3. Recruitment Authority. When managers and supervisors are authorized direct recruitment authority, they may use a system for publicizing vacancies that meets the local needs, such as notices on activity bulletin boards, daily bulletins and installation media. Vacancies must be publicized a minimum of 3 workdays. The servicing CPO may also be called upon to assist in publicizing vacancies. Prior to final selection the selecting official must determine from CPO if Spouse Employment Preference (SEP), Involuntary Separated Military (ISM), current/former employees or veteran eligible must be considered for position. Upon compliance with the preference requirement, the selection may be finalized and the CPO notified of the selection by DA Form 4017. The individual must be in-processed by the CPO prior to reporting to duty.

4. Separation. An employee who fails to report to duty with no justifiable reason and is carried in an AWOL status for three scheduled workdays may be separated for abandonment of position. No advance notice of any kind is required prior to effecting the separation.

Section 3 Performance Based Actions.

1. General. This section provides procedures for effecting non-disciplinary involuntary personnel actions based upon failure to meet established levels of performance. These procedures replace the Adverse Actions contained in Chapter 11, AR 215-3. Performance based actions include reduction in pay rate (NF employees only), reduction in grade or pay level, and separation.

2. Communication-Counseling. Performance evaluation should be a ongoing process which includes periodic communication between supervisors and employees as reflected in AR 215-3, Chapter 6. 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 determined on a case-by-case basis. Individual supervisors are in the best position to understand the work requirements of their units 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.

3. Procedures.

a. Any time that an employee fails to meet established levels of performance, the supervisor must notify the employee in writing of the specific elements for which performance is unsatisfactory. The employee will also be informed of the level of performance that must be attained and the time that will be allowed to provide a reasonable opportunity, not less than 30 days, to achieve the required level of performance. A tool that in some cases can help in accomplishing this, is a formal, written performance improvement plan. Such a plan provides a structured means of identifying the areas of deficiency and laying out a plan for improving the employee's performance. In all cases, the employee should be given every assistance to achieve acceptable performance.

b. An employee, whose performance has been determined to be unsatisfactory after being afforded an opportunity to improve, is entitled to a 30-day advance notice of the action to be taken. The notice will include a statement identifying the performance requirements which the employee failed to meet and what action was taken to assist the employee in improving. The notice will also inform the employee of the specific action to be taken, the right to grieve the action and to whom the grievance should be addressed, and the effective date of the action. If it is apparent that the employee is not meeting the standards and will receive a letter of decision, fifteen days prior to issuance, the supervisor will verbally so advise the employee.

c. A copy of the official personnel action (DA Form 3434) will be delivered to the employee at the same time as the notice of decision. The servicing civilian personnel office will retain all records pertaining to the action in the employee's official personnel file.

d. Grievance Procedures will be listed in Article 7, Article 10, and Article 27 with the exception that employer resource, such as typing assistance, word processors, supplies and material may not be used to process a grievant's claim.

Section 4 Alternative Work Schedules

1. The Employer will establish alternative work schedule systems for bargaining unit employees to include an 8-hour day/40-hour week schedule with a flexitour of (0700- 0800) and a 5-4/9 compressed work schedule (CWS) with a flexitour of (0700-0800). Any employee who are now included on the 8-hour day/40-hour week schedule with flexitour between 0630 and 0900 will be allowed to continue to come to work at their presently scheduled time under a grandfather clause. This applies only to current employees who remain on the 8-hour day/40-hour week schedule. However, once an

employee changes start time or changes compressed work schedule, the grandfather clause no longer applies. An employee who subsequently changes from a 5-4/9 schedule back to an 8-hour day flexitour schedule, may report to work between 0630 and 0900, if those were the starting times under the flexitour schedule previously worked by the employee before experimenting with a 5-4/9 schedule. Retreating to a flexitour schedule with a 0630 to 0900 starting band is a onetime option. The CWS will provide all eligible employees the option of working 9 hours per day for 8 day of the biweekly pay period and 8 hours for 1 day to complete the basic work requirement of 80 hours for a biweekly pay period in 9 days. Employees on CWS will have 1 day off during each biweekly pay period. This Agreement does not cover part-time employees.

2. Days off for CWS participants will be limited to Fridays. The employer will be responsible for determining which employees will be off the first Friday of the pay period and which employees will be off on the second Friday of the pay period. The 8-hour workday and its starting time will be set by mutual agreement between the supervisor and the employee.

3. Employees choosing the 8-hour day/40-hour week schedule may select a starting time at 15 minute intervals between 0700 and 0800 hours which will result in the tour of duty ending between 1530 and 1630. Employees choosing the 5-4/9 compressed work schedule may select a starting time at 15 minute intervals between 0700 and 0800 hours which will result in the tour of duty ending between 1630 and 1730 hours on 9-hour days and between 1530 and 1630 hours on 8-hour days. Employees proposal of work schedules must be submitted in writing at least two weeks in advance of the start of the pay period. Employees must maintain each schedule for a least three months.

4. Employees scheduled for training, TDY, or special assignments will work the schedule of the host activity, or hours predetermined by the employee and the supervisor. On returning to regular duty, the employee will return to the schedule in force before the training, TDY, or special assignment.

5. In a pay period with a holiday, the 8-hour day will remain constant. If a holiday falls on an employee's day off, the employee will take the holiday in accordance with established regulatory procedures.

6. All bargaining unit employees will be allowed to participate in the Alternative Work Schedule (AWS) except those employees or groups of employees identified by the director, project manager, or other primary organizational element chiefs who, based on current workload or mission requirements, may be excluded from participation.

7. It is understood that DCFA activities are to be operated in a business like manner. Accordingly, implementation of AWS will cause no additional labor expenses. As an example, facilities which have scheduled hours of operation

will not be required to adjust those hours or incur additional labor costs for additional personnel to meet the operational requirements. In such cases, the Union and affected employees will be notified in writing of the reasons for exclusion.

8. All policies and regulations governing the scheduling and use of compensatory time, overtime, and leave remain in effect. AWS shall not be used to avoid payment of overtime.

9. Requirements and procedures for maintaining and certifying Time and Attendance (T&A) cards will be prescribed by AR215-3.

10. Employees may request to change their work schedules at any time after they have remained in their current schedule for at least 3 months. An employee must submit a written request for a change in work schedule to his/her supervisor at least 2 weeks in advance of the start of the pay period for which the change is desired to begin. For valid reasons, an employee may change his/her AWS system at other times by written request to the immediate supervisor for approval at least two weeks in advance of the start of the pay period for which the change is desired to begin. However, for a temporary/emergency change, such requests should be made as far in advance as possible.

11. Newly hired employees upon reporting to work will be given information and an opportunity to select an AWS in accordance with this Agreement.

12. Employees may initially select an AWS to be effective beginning with the first full pay period following 30 workdays after the final approval of this agreement.

Section 5 Severance Pay

1. Entitlement. Regular employees who have completed at least 12 consecutive months of regular service will receive severance pay when:

a. A regular full-time appointment is changed to regular part-time and the employee declines the part-time appointment and is separated.

b. A regular full-time or part-time appointment is changed to flexible.

c. A regular full-time or part-time appointment is changed to seasonal and the employee declines the seasonal position and is separated.

d. The rate of pay is reduced and the employee declines the reduced rate and is separated.

e. An employee is separated.

f. An employee is to be furloughed for a period of greater than 60 days declines the furlough and is separated.

2. Computation. The amount paid will be 2 percent of annual salary for each year of regular NAF service and also APF service if the employee moved from DOD APF position subsequent to 1 January 1987 and without a break in service of more than 3 days. For part-time employees this will be computed on the most recent 12 months earnings as reflected in payroll records. For portions of years of years in excess of 1 year, the amount will be prorated. Periods of service for which severance pay has previously been granted will not be counted. Overseas activities that have been granted exception authority by DA may continue to make severance payment in conformance to that exception.

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

a. Was separated because of misconduct, inefficiency, or delinquency.

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.

c. Is employed in an appropriated fund or a regular NAP position without a break in service of more than 3 days.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 13TH DAY OF AUGUST 1990.

FOR MANAGEMENT:

FOR THE UNION

Signed
Chief Negotiator

Signed
Chief Negotiator

REVIEWED BY:

Signed
Civilian Personnel Officer

APPROVED:

Signed
Major General, USA
Commanding

US Army Missile Command

Signed
AFGE Local 1858