

NON APPROPRIATED FUND

AGREEMENT

between

Red River Army Depot

and

National Association of Independent Labor

Local 5 (NAF)

Effective

04 January 2005

Date

Red River Army Depot

Texarkana, TX

Agreed to this 9 DECEMBER 2004

FOR THE EMPLOYER:
COLONEL, OD, COMMANDING

FOR THE UNION:
National Representative, NAIL

Management Committee Members:
Chief Spokesperson

Union Committee Members:
Chief Spokesperson

APPROVED BY THE DEPARTMENT OF DEFENSE ON: January 4, 2005

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PREAMBLE

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the Red River Army Depot, Directorate for Morale Welfare and Recreation, Texarkana, Texas (hereinafter referred to as the Employer), and the National Association of Independent Labor, Local 5(NAF) (hereinafter referred to as the Union).

PURPOSE

It is the intent and purpose of the Union and the Employer to maintain constructive relationships and to pledge themselves to cooperative efforts in contributing to efficient administration of the government's business conducted at the Red River Army Depot, Directorate for Morale Welfare and Recreation and to the well-being of the civilian employees represented by the Union and assigned within the recognized unit.

It is recognized by all concerned that the Employer is an activity of the Department of Defense and that it must operate within its legally delegated authority.

It is further the intent and purpose to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting the conditions of employment in the unit located at Red River Army Depot in compliance with all laws, rules, and regulations governing such employment; and, to provide the employees of the unit the opportunity for participation in the formulation and implementation of appropriate policies and procedures in accordance with Title 5 U.S.C. regarding Federal Labor Management Relations.

Now, therefore, the parties hereto agree as following

ARTICLE I

EXCLUSIVE RECOGNITION AND COVERAGE OF THE AGREEMENT

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

Included: All Nonappropriated Fund nonprofessional and professional employees of the Department of the Army, Red River Army Depot, Nonappropriated Instrumentality, under the command of the Red River Army Depot Commander.

Excluded: Management officials, supervisors, and employees described in 5 U.S.C. 7112(B)(2)(3)(4)(6) and (7).

ARTICLE II

PROVISIONS OF LAWS AND REGULATIONS

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

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

ARTICLE III

NEGOTIATIONS

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

Section 2.

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

Section 3. Procedures for Bargaining

- a. The Employer agrees to notify the Union president/designee in writing/E-mail prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.
- b. The Union shall have fifteen calendar days from the date of notification to request bargaining. The time limit may be extended by mutual agreement in order for the Union to meet with the Employer to discuss the proposed change. The Union will submit any written request for negotiation to the Chief, NAF Civilian Personnel Branch. All requests for negotiations will be accompanied by a copy of the specific counter proposal desired by the Union.
- c. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).
- d. The Employer shall have fifteen calendar days from the date of receipt of Union initiated proposed changes to conditions of employment to forward written proposals to the Union.

- e. Bargaining will commence within fifteen days, unless otherwise agreed upon by the parties. The negotiations will be governed by the written ground rules signed October 18, 2004.

Section 4. It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

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

ARTICLE IV

EMPLOYER RIGHTS

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

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. In accordance with applicable laws -

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

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from-

(a) among properly ranked and certified candidates for promotion;

(b) any other appropriate source;

(4) to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

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

a. At the election of the Employer, on the numbers, types, and grades, of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the Employer observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE V

EMPLOYEE RIGHTS

Section 1. The Employer and the Union agree that employees in the bargaining 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.

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

Section 3. Employees have the right to be represented by an attorney or by a representative, of their choice, in any grievance or statutory appeal action, except those subject to the negotiated grievance procedure.

Section 4. Nothing in this agreement shall require an employee to become or to remain a member of 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 deduction as delineated in Article VIII of this agreement.

Section 5. The Employer shall take such action, consistent with law, as may be required to assure that employees in the unit are apprised of the rights described in this section, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union.

Section 6. When the employer conducts an investigatory interview, the employee being interviewed is entitled, upon the employee's request to the presence of a Union representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him or her.

Section 7. An employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his/her immediate supervisor and obtain approval prior to leaving his/her work area. Permission - will not be unreasonably denied. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or actions deemed necessary.

Section 8. The Employer agrees to treat all employees in a fair and equitable manner with proper regard for the dignity of their subordinates.

ARTICLE VI

UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall accept employees of the Unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status, or physical handicap.

Section 2. The Union shall be entitled to act for and to negotiate agreements covering all employees in the bargaining unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to Union membership

Section 3. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representative concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 4. All new employees shall at time of appointment be informed by the Employer that NAIL Local 5(NAF) is the exclusive representative of employees in the unit. Each new bargaining unit employee shall receive a copy of the agreement from the Employer, together with a list of the officers and representatives of the Union.

ARTICLE VII

UNION REPRESENTATION

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

Section 2. The Employer will recognize as stewards only employees who work in the bargaining unit covered by this agreement, and who are officially designated in writing by the Union. The Employer will be advised five workdays in advance of new or changed designations of representatives. The President or his designee will advise the supervisor(s) concerned when an employee is temporarily designated to serve in the absence of a regularly assigned representative.

Section 3. A listing of representatives will be published and distributed monthly, or as mutually agreed upon. The Union agrees, in carrying out its representational functions, to limit the number of stewards, chief stewards, or officers to those required at the meeting. The number will be kept to a minimum consistent with interests of economy and efficiency.

Section 4. Union representatives, if otherwise in a duty status, will be allowed a reasonable amount of official time for representational purposes such as processing employee complaints, grievances, consultations, and negotiations with the Employer at the local level on matters in connection with this agreement. Representatives shall not use this assignment for matters outside the scope of this agreement and will conduct their business with dispatch. Time used during the normal duty hours will be with the knowledge and approval of the appropriate supervisor. Representatives entering employees' work area will notify the supervisor present in the work area prior to conducting Union business. Records maintained by supervisors of duty time spent by a representative require the employee to sign out when leaving and sign in immediately upon return to the employee's work station. If a representative's use of regular working hours for consultation with employees or the Employer interferes with the proper performance of his official duties as an employee, this matter will be objectively discussed with him and other officers of the Union in order to find a satisfactory solution.

Section 5. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union office, conducting elections for employee organization officers, and distributing literature will be conducted outside of regular working hours.

Section 6. The Employer will recognize representatives of the NAIL National Office. The Union or the national representative shall provide advance notice to the Employer of visits to be made by representatives of the National Office. Such representative shall be responsible for complying with rules of the Employer and acceptable conduct while visiting the Depot.

Section 7. Space on official bulletin boards shall be made available for use by the Union. Space provided will be sufficient to accommodate two (2) 8 ½" x 11" size documents. Information posted by the Union will not violate any law, regulation or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will maintain its designated bulletin board space in a neat and orderly manner, and will insure that material is kept current.

Section 8. Representatives of the Union will be authorized reasonable access to telephones, copy machines, fax machines and computers (including e-mail) of the Employer, as needed in the conduct of authorized representational activities.

ARTICLE VIII

PAYROLL WITHHOLDING OF UNION DUES

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

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

Section 2.

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

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

Section 4. The Payroll Office will terminate an allotment:

- a. At the end of the pay period following notification of loss of exclusive recognition by the Union.
- b. At the end of the pay period, or during which, an employee separates from the unit or moves to a position not included within the unit of recognition.
- c. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.
- d. An allotment may not be revoked for one year after the first deduction. To revoke an allotment, the employee shall submit a properly completed SF 1188 (“Revocation of Voluntary Authorization For Allotment of Compensation for Payment of Employee, Organization Dues”) to the NAF Civilian Personnel Officer during the thirty (30) day period beginning forty-five (45) calendar days before the anniversary date and closing fifteen (15) calendar days before that anniversary date. A revocation shall be effective as of the first full pay period after the anniversary of the first deduction.
- e. Subsequent revocation shall be effective as of the first full pay period beginning on or after 1 September. To revoke an allotment, the employee shall submit a properly completed SF 1188 (“Revocation of Voluntary Authorization For Allotment of Compensation for Payment of Employee, Organization Dues”) to the NAF Civilian Personnel Officer during the thirty (30) day period beginning forty-five (45) calendar days before 1 September and closing fifteen (15) calendar days before 1 September.
- f. If the employee does not submit the SF 1188 during that thirty (30) day period, his/her withholding allotment may not be revoked until the next open period, (See d and e above).
- g. The NAF Civilian Personnel Officer shall notify the Union of the revocations submitted by its members no later than five (5) workdays after receipt of the revocation.

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

Section 6. Remitting the amounts withheld. Upon disbursement for each pay period, the Payroll Office will certify for payment the net amount withheld. The check will be made out and sent to: National Association of Independent Labor (NAIL will provide address). The check will be accompanied by a list of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld; and the net balance remitted.

ARTICLE IX

UNION TRAINING SESSIONS

Section 1. Excused absence, ordinarily not more than one day for each representative within a calendar year, will be granted to certain individuals to attend Union-sponsored training, when at least a ten-calendar day advance notice has been provided and the subject matter of the training is of mutual concern to the Employer. Leave for attendance at Union-sponsored training will be limited to employees who are actively engaged in the labor management process. This would include elected officials and employees designated by the Union as representatives who deal with supervisory officials (stewards/chief stewards).

Section 2. If available, the Employer will provide upon request from the Union, a meeting place conveniently located and of ample capacity to conduct union seminars and training sessions.

ARTICLE X

USE OF FACILITIES

Adequate facilities will be provided to the Union for purpose of preparing for grievances or for appeal hearings. This is understood to mean for the Union officers to consult with aggrieved employees or for the Union officers to consult with the stewards as required on individuals cases.

ARTICLE XI

HOURS OF WORK

Section 1. The administrative workweek is established as the seven day calendar week beginning at 0001 Thursday and ending at 2400 Wednesday. The basic workweek for all regular full-time employees will consist of 40 hours. Employees should have two consecutive days off each week.

Section 2. Meal periods will be 30 minutes in duration. During the meal periods, employees will be entirely free of duty. The meal period will be near the mid-point of the employees' tour of duty.

Section 3. Employees shall be allowed a rest period of 15 minutes during each four hours of work, as near the middle of the four hours as practicable. Employees working six (6) hours or more will have a meal period. These periods will not be used to extend employee's lunch periods or shorten workdays.

ARTICLE XII

OVERTIME

Section 1. Overtime for employees is defined as hours in a pay status in excess of eight (8) hours in a work day or 40 hours in any one work week. Employees qualifying for overtime will have their time computed in accordance with applicable laws and regulations, at one and one half (1 ½) times the regular rate of pay. Compensatory time off will not be authorized for nonexempt employees under the Fair Labor Standards Act, except for religious observance.

Section 2. Overtime assignments will be equitably distributed on a rotational basis among the employees who are assigned to the same job number and have the necessary qualifications within the immediate organizational element. The immediate organizational element is defined as a group of employees headed by a first level supervisor.

Section 3. Overtime rosters will be established and maintained current by each first level supervisor of an organizational element, on a form mutually agreed upon by the Union and the Employer. Rosters will be established upon approval of this agreement. New rosters will be established on 1 January of each successive year of this agreement.

- a. To establish an overtime roster, the first offering of overtime will be based on the seniority of the employees. The employee with the highest seniority will be offered the overtime first. In the event an employee refuses overtime when his/her name is reached on the roster, he/she will be credited with the amount that would have been worked. All subsequent offerings of overtime will be offered according to the number of overtime hours credited to the employee with the employee having the least amount of overtime hours being offered the overtime first. In the event two or more employees have received an equal amount of overtime, the employee with the highest seniority will be selected for overtime.
- b. An employee away from his regularly assigned position (detail, temporary promotion, leave, light duty, etc.) will be credited with overtime that would have been offered had the employee been on duty in his/her permanently assigned position.
- c. When it becomes necessary to go outside the immediate organizational element to meet overtime requirements, offers of overtime will be from the overtime roster in the organization selected by the Employer to provide the additional personnel.

Section 4. An employee may decline an offer of overtime. When a sufficient number of employees do not accept offers of overtime, the Employer will direct the required number

to accomplish the overtime work. Overtime directed will be in order of least amount of overtime worked. An employee directed to work will work unless he/she provides a valid reason for excusal from the overtime assignment.

Section 5. In unusual circumstances, or emergency situations where the work assignment requires continuity, preference will be given to those employees who are currently assigned to duty. An annotation will be made to the overtime roster to explain these special instances.

Section 6. - When an employee is called back to work, any unscheduled overtime work performed will be considered at least two hours in duration for overtime pay purposes.

Section 7. Overtime rosters will be made available for review upon oral request by an employee and/or the Union. The employer will not question the reason nor delay responding to such requests.

Section 8. The Employer will notify employees who are needed for overtime assignments as soon as practicable after the overtime requirement is established. Except in emergency situations the Employer agrees to provide the employee at least two hour notice before directing the employee to work overtime.

ARTICLE XIII

HOLIDAYS

Section 1. Eligible employees shall be entitled to all holidays prescribed by Federal law. All holidays designated by Executive Order shall be observed in accordance with provisions of the Executive Order.

Section 2. Observance of holidays will be in accordance with Employer's published policy. All regular employees who are precluded from working due to observance of a holiday are entitled to the basic rate of pay for regularly scheduled non-overtime hours as if he/she had worked.

Section 3. Work to be performed on holidays will be assigned in the same manner as overtime work. A single roster will include offers of both overtime and holidays. Directed holiday work will be assigned in the same manner as directed overtime. Employees performing work on a holiday shall receive pay in accordance with that authorized by applicable regulations.

Section 4. The Employer agrees that employees will not have their tour of duty changed to work on holidays to avoid paying overtime.

ARTICLE XIV

ADVERSE WEATHER AND CONDITIONS

Section 1. The closing of an activity for a brief period is within the administrative authority of the Employer. During any period of shutdown, scheduled employees will be excused with pay without charge to leave.

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

Section 3. An employee already on approved annual or sick leave at the time the activity is closed will only be placed on administrative leave for that portion of the shutdown that extends beyond the period of previously approved leave.

Section 4. Employees who are already at work when operations are suspended will be excused with pay for the balance of the shift.

Section 5. Employees who arrive late because of inclement weather will be excused in accordance with Article XVIII, Section 2(a). Additional excused time may be authorized pending individual circumstances.

ARTICLE XV

ANNUAL LEAVE

Section 1. Regular employees shall earn and be granted annual leave as follows:

<u>If the employee has</u>	<u>And:</u>	<u>Then accrual rate is:</u>
Less than 3 years service		5% of total regular hours worked.
At least 3 but fewer Than 15 years service	It's not the last PPE in the leave year	7 ½% of total regular hours worked.
At least 3 years but Fewer than 15 years	It is the last PPE in the leave year	12 ½% of total regular hours worked
More than 15 years service		10% of total regular hours worked

Section 2. Annual leave will be granted to employees for the purpose of rest, relaxation, recreation, or other justifiable reasons consistent with workload requirements. It is agreed that no employee shall be called back from leave or have leave cancelled unless an emergency arises.

Section 3. The Employer will grant emergency leave on an individual basis dependent upon the nature and circumstances in each case. Call-in-time will be within two (2) hours of the beginning of the work shift. Employees will contact the immediate supervisor or other persons designated to receive such requests. If persons designated are not available, the employee must leave a message with the person accepting the call, and provide reason for the absence and anticipated duration. Such calls meet the requirement of reporting the unscheduled absence, but do not guarantee leave approval.

Section 4. Requests for annual leave for other than vacation periods will be favorably considered when workload permits. When all requests for leave cannot be granted without - mission impairment, the supervisor will consider the reasons given and determine who will be granted leave. A determination will be given as soon as possible, but normally not later than two (2) days after receipt of a request for leave. In circumstances where immediate leave approval is required, employee should discuss with supervisor and receive approval/disapproval.

Section 5. The Employer agrees to approve annual leave scheduled for vacation purposes on the basis of preference and service computation date. The initial leave process will consist of giving each employee an opportunity to schedule one to two week blocks. The second process will consist of the scheduling of individual days. The yearly vacation schedule will be given to the employees no later than 30 November and turned back in to the supervisor completed by the employees no later than 15 January. Any excess leave not scheduled in the initial vacation schedule will be scheduled no later than 1 July. Subsequent schedules of leave will be approved on the basis of preference by service computation date of employee; however, the subsequent preferences will not undo the first schedule approval.

Section 6. Regular days off beginning at the end of the regular workday immediately preceding and following scheduled vacation periods (complete days of leave adjacent to weekends including weekends) will be treated as part of the vacation schedule to permit employees to include these days in their vacation plans.

Section 7. Workload permitting, a proper request for annual leave on an employee's birthday will be granted provided the employee has annual leave sufficient to cover the absence.

ARTICLE XVI

SICK LEAVE

Section 1. Regular employees earn sick leave at a rate of 5% of total regular hours worked. The Union joins the employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement; medical, dental or optical examination; or when confined because of exposure to a contagious disease.

Section 2. Request for sick leave will be made in advance of scheduled appointment for medical, dental or optical treatment. Other sick leave absences will be reported by the employee contacting the immediate supervisor or his/her designee within 2 hours after the start of the tour of duty. In extenuating circumstances, someone acting on the employee's behalf may leave a message with the supervisor, designee, or when not available the person accepting the call, providing the reasons for the absence and anticipated duration. When someone acting on the employee's behalf calls, it remains the employee's responsibility to contact the supervisor before the end of the tour of duty if possible. Such calls meet the requirement of reporting unscheduled absences; When absence for incapacitating illness or injury will be for a period of more than three (3) consecutive work days, it is the employee's responsibility to keep the Employer informed of the date on which the return to duty is expected.

Section 3. Sick leave requires the approval of the immediate supervisor or other official designated by the Employer. If the employee is absent 3 consecutive workdays or less, and not attended by a physician, the employee's personal written statement as to the nature of the illness, and that he was incapacitated for duty will be accepted in lieu of a doctor's certificate; except where an employee is under a letter of instruction relating to sick leave. The Employer is responsible for assuring that any sick leave approved is warranted by circumstances outlined herein. When, in individual cases, there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the grant of sick leave thereafter in any amount. In such cases, the employee will be advised in writing and in advance that a medical certificate will be required to support any future grant of sick leave.

Section 4. The Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually to determine whether or not this requirement is still necessary. The employee will be notified of the results of this review.

Section 5. The Employer will advance, to eligible employees, sick leave not to exceed 104 hours in deserving cases of serious disability or ailment. Such leave will be granted in accordance with applicable regulation under the following conditions:

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

Section 6. The Employer will make every reasonable effort to provide temporary light duty assignments for temporarily disabled employees to help reduce the loss of accumulated sick leave, provided there is reasonable medical evidence that the employee will return to full duty.

Section 7. The Employer will make every reasonable effort to accommodate employees with medical restrictions.

Section 8. An employee may request annual leave in lieu of sick leave during a period of incapacitation. An employee may request LWOP in lieu of sick leave during a period of incapacitation.

Section 9. Employees' sick leave request will be considered as personal, need-to-know information. The sick leave will be approved/disapproved in the strictest confidence by the supervisor. Sick leave request submitted for more than a 3 day absence should include approximate duration of absence.

ARTICLE XVII

FAMILY LEAVE

Section 1. In accordance with the Family and Medical Leave Act (FMLA) of 1993, an Employee (who has been employed for at least 12 months) shall be entitled to a total of 12 administrative work weeks of unpaid leave during any 12 month period for one or more of the following reasons:

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

Section 2. An employee may elect to substitute paid leave for leave without pay.

Section 3. Employees must ask for leave as soon as possible when any of the above situations occur. When the need for leave is foreseeable, leave requests will be provided not less than thirty (30) days prior to the date leave is to begin. Employees must invoke their entitlement to FMLA in writing, preferably using a SF 71 (Application for Leave). FMLA leave may not be retroactively invoked unless mitigating circumstances can be shown.

Section 4. The employer may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work. The Employer may also require periodic status reports on the Employee's ability or intention to return to duty.

Section 5. Job benefits and protection under FMLA include the following:

- a. For the duration of FMLA leave, the Employer shall continue paying the Employer's share of the group health plan. Employees are responsible for continuing to pay their portion of premiums on a continuing basis.
- b. Upon return from FMLA leave, Employee(s) shall be restored to their original positions, or equivalent positions with the same pay, benefits, and other employment terms.
- c. The use of FMLA leave shall not result in the loss of any employment benefits which accrued prior to the start of an Employee's leave.

Section 6. The Federal Employees Family Friendly Leave Act (FFLA) of 1994 authorizes the use by all covered full-time Employees of a total of up to 40 hours of sick leave per year and an additional 64 hours per year to eligible Employees who maintain a balance of 80 hours of sick leave to do the following:

- a. give care or otherwise attend to a family member having an illness injury, physical or mental illness, pregnancy, birth, or medical, dental, optical examination or treatment or other condition which, if an Employee had such a condition, would justify the use of sick leave by the Employee, or
- b. make arrangements or attend the funeral of a family member.

Section 7. For the purpose of definition, the term "family member" as referred to in the FFLA shall mean:

- a. Spouse and parents thereof,
- b. Children, including adopted children, and spouses thereof. The term "children, including adopted children, and spouses thereof," is further defined as adult sons and daughters, whether disabled or not, and therefore permits an Employee to use sick leave to arrange for or attend the funeral of an adult son or daughter over 18 years old and not disabled,
- c. Parents, brothers and sisters, and spouses thereof, and
- d. Any individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship.

Section 8. A part-time Employees or an Employee with an uncommon tour of duty shall be authorized to use sick leave equal to the average number of hours of work in the Employee's scheduled tour of duty each week. In addition, if the Employee maintains a sick leave balance equal to at least twice the average number of hours of work in the Employee's scheduled tour of duty each week, he/she may use an amount equal to the number of hours of sick leave normally accrued by the Employee during a leave year for the purposes described in the FFLA.

Section 9. The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine and the Employee provides a copy of the determination to the Employer, that an Employee's exposure to a communicable disease would jeopardize the health of other Employees, the

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

Section 10. In order for an employee to participate in the voluntary leave transfer program to care for a family member, he must use all available accrued leave including sick leave up to his entitlement under the FFLA (40-104 hours depending on his current sick leave balance) before applying to participate in such programs.

Section 11. Public law 103-329 enacted September 30, 1994, established provisions for the use of paid leave to be bone marrow or organ donor, or the use of sick leave for adoption of a child. In accordance with this law, the following will apply:

a. An Employee shall be entitled to the use of seven (7) days paid leave each year (in addition to annual and sick leave) to serve as a bone marrow or organ donor. The Employee is entitled to use of this leave without loss or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating. The length of absence will vary depending upon medical circumstances for each case. For medical procedures and recuperation requiring longer than seven days the Employer shall continue to accommodate Employees by granting additional time off in the form of excused absence, accrued sick and/or annual leave, leave without pay, or advanced sick or annual leave.

b. Employees will be permitted to use sick leave for purposes related to the adoption of a child. Employees shall be required to request, to the extent possible, advance approval to use sick leave for adoption related purposes. When required by exigencies of the situation; the Employer should advance sick leave for adoption related purposes. Purposes for which an Employee may request the use of sick leave in adoption cases include, but are not limited to:

- (1) appointments with adoption agencies, social workers, and attorneys;
- (2) court proceedings;
- (3) required travel; and
- (4) any other activities necessary to allow the adoption to proceed.

The Employer agrees that the entitlement to the use of sick leave for purposes of adopting a child is in addition to the Employee's entitlement to unpaid leave for the placement of a child with an Employee for adoption under the FMLA of 1993. In applying the use of sick leave, there shall be no difference between the limitations that apply to biological children as opposed to adopted children for the purpose of providing care as a result of physical or mental illness, injury, impairment, pregnancy, or childbirth. In applying the terms of FMLA, FFLA, and Public Law 103-329 with regards to adoption, the Employer may ask the Employee to support his request for leave with evidence that is administratively acceptable.

ARTICLE XVIII

ADMINISTRATIVE LEAVE

Section 1. Unit employees are entitled to administrative leave. Administrative leave will be approved for the reasons set out in Section 2 below and may be approved for other reasons. Administrative leave is treated as time worked for all purposes except that the employee is excused from his regular assigned duties.

Section 2. Administrative leave will be granted to all employees in connection with:

- a. Tardiness. Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to appropriate supervision. Infrequent tardiness of less than one (1) hour should be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave as appropriate.
- b. Blood Donation. Excused absence will be authorized up to four (4) hours, depending on the number of hours remaining in the tour of duty, for blood donation based upon a proper request and when the employee can be spared from duty. The Employer will make reasonable effort to release employees to donate blood.
- c. Voting. Voting in Government elections; Employees may be permitted to report for work two hours after the polls open or leave work two hours before the polls close, whichever requires the least amount of time off. Administrative leave will be granted for any part of the 2-hour period falling within the assigned tour of duty.
- d. Court Duty. Absences for court duty will be granted in accordance with applicable regulations. When called to perform court duty, the employee will promptly notify his supervisor and submit a true copy of the official summons for jury duty or witness service as far in advance as possible prior to beginning of the service. Upon completion of such service the employee will present the supervisor evidence of time served. In those cases where time and travel permit, and where no hardship results when an employee is excused or released by the court for any day or a substantial portion (more than two (2) hours) of a day, he will be expected to return to duty or be charged with annual leave or leave without pay for the time excused. There will be no time charged to annual leave for time traveling from court to the work site.

ARTICLE XIX

LEAVE WITHOUT PAY

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

Section 2. Employees of the unit who are selected to serve in the capacity of representatives or officers of the Union which require absence from work will be granted annual leave and/or leave without pay for a period of time not to exceed one year consistent with workload requirements and regulation.

Section 3. Employees on approved leave without pay status shall accrue the rights and privileges of medical/life insurance benefits in accordance with applicable laws and regulations. Employees are responsible for their share of premiums and must make monthly payments to the Employer.

Section 4. Employees who are placed in a leave without pay status may be eligible to utilize the voluntary annual leave transfer program for periods of LWOP. Approval of such requests will be subject to the conditions of applicable rules and regulations.

ARTICLE XX

JOB DESCRIPTIONS AND CLASSIFICATION

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

Section 2. The Employer agrees to furnish each employee an up-to-date copy of his job description. When the Employer implements change(s) to a job description, the employee shall be provided a copy of the new job description.

Section 3. The Employer agrees that employees will be assigned to work which is appropriate to their Job Description, taking into account the mission of the agency. The phrase "other duties as assigned" frequently used in Job Descriptions mean duties related to the basic Job Description. When an employee is assigned duties not covered in the Job Description that are expected to be a continuing requirement, the supervisor will advise the NAF Civilian Personnel Officer and request revision of the position description and appropriate classification action.

Section 4. Each employee shall be afforded the opportunity to discuss with the Employer his/her position description to determine if the description is accurate. During these discussions, the employee may be accompanied by a Union Representative if requested. Employees will be furnished a copy of any changed position descriptions. Grievances regarding unresolved matters in this context will begin at Step 3 of the negotiated procedures.

Section 5. When an employee believes that the grade or classification of his/her position is incorrect, he/she may request in writing a review of the classification, through supervisory channels. If not resolved within 30 days, the employee may appeal in accordance with regulatory appeal procedures.

ARTICLEXXI

PERFORMANCE EVALUATION

Section 1. Each employee's performance will be evaluated fairly and objectively and accomplished in accordance with the Employer's published policy.

Section 2. The Employer will discuss with the employee his/her performance evaluation prior to making it a part of the employee's record.

Section 3. Each employee will be provided a copy of his/her annual performance evaluation. The Employer will counsel employees in relation to their overall performance on an as needed basis when the employee's performance drops below a satisfactory level. The performance review meetings will be in private between the employee and the supervisor.

Section 4. The employee has a right to grieve his/her performance evaluation. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards. Grievances will begin at Step 3 of the Grievance Procedure and will be filed within 15 calendar days of receiving a performance evaluation.

Section 5. All employees will receive an annual performance appraisal.

Section 6. Employees will be provided written critical elements, non-critical elements and performance standards at the beginning of each rating period. All performance appraisals will be due on the employee's anniversary date of employment.

Section 7. Employees will be provided a Performance Improvement Plan (PIP) in writing and provided at least ninety (90) days to improve unsatisfactory performance. The Employer will provide assistance and training to the employee during the PIP period.

Section 8. Adverse actions for performance will follow procedures in Article XXXVI Section 4, of this Agreement.

ARTICLE XXII

DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is a temporary assignment of an employee to a position other than his/her permanent position. A detail may be at an equal, higher, or lower grade level than the employee's personal grade, for a specific period of time. Upon the completion of the detail, employee returns to his permanent position.

Section 2. Details will be made for brief periods to meet the particular needs of the situation requiring the temporary services of an employee. The duration of details will conform to the time limits established by regulations.

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

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

Section 5. Non-competitive details will normally be made from among highly qualified employees within the immediate organizational element concerned. This does not limit management's right to consider employees from outside the organization element to obtain a highly qualified employee for the assignment.

Section 6. Details over 30 days will be documented in the employee's official personnel folder. When making application for a promotion, an employee may present information relative to detail assignments if he believes such information has a bearing on his qualifications.

Section 7. Employees temporarily assigned to perform duties of a higher graded position will be temporarily promoted when the assignment exceeds 30 days and the employee is qualified for the promotion.

ARTICLE XXIII

PROMOTION

Section 1. The Employer agrees that all competitive promotion actions will be based on merit and will be made in accordance with applicable law and regulations. The Union and the Employer agree that the purposes of the local Merit Promotion Plan are to insure that employees are given full and fair consideration for advancement and to insure selection from among the best qualified candidates.

Section 2. Each NAF vacancy shall be advertised through issuance of announcements within the area of consideration. These announcements will contain a brief statement of duties, the required qualifications, and instructions on how to submit an application. The initial area of consideration will be NAF employees of Red River Army Depot. Announcements will be posted on employee bulletin boards and remain open for a minimum of seven (7) calendar days. The Employer agrees to furnish the Union a copy of each vacancy announcement.

Section 3. The NAF Civilian Personnel office upon request will provide a unit employee with a copy of documents contained in the employee's personnel file. It is the employee's responsibility to assure that their individual personnel folders (OPF), contain all pertinent experience and educational information for promotion and placement purposes. A unit employee must only submit written request for consideration for promotion.

Section 4. Employees who are referred and not selected for a position may request and receive counseling by the selecting official on how they may improve their promotional opportunities. Employees who are found ineligible or not qualified will be informed, upon request, the reasons(s) for such determination.

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

ARTICLE XXIV

REDUCTION-IN-FORCE

Section 1 The Employer and the Union jointly recognize that occasions may arise where adjustments of the work force may be necessary by reduction-in-force, transfers of function, or reorganization.

Section 2. The Employer will advise the Union in writing of any Reduction-in-Force. Transfer of Function or Reorganization. At that time the Union may request bargaining.

Section 3. Grievances resulting from reduction-in-force actions may be initiated as a formal grievance at Step 3 within 15 calendar days after the effective date of the reduction-in-force.

ARTICLE XXV

EMPLOYEE RECOGNITION

The Employer and Union recognize that employees at all levels make outstanding achievements and significant contributions to the NAF mission. The Employer and Union agree that it is a mutual benefit to recognize employees who make such achievements and contributions. Recognition will be accomplished in accordance with controlling regulations. On the Spot awards and/or special act or service awards will be presented at least quarterly at awards ceremonies.

ARTICLE XXVI
TRAINING AND EMPLOYEE
DEVELOPMENT

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

Section 2. The Union: will be notified of proposed employee training and development policies to be established within the administrative authority of the Employer. When changes in function, organization and mission are required, it shall be the responsibility of the Employer to determine and plan for training and retraining of employees, as appropriate.

Section 3. When positions requiring new techniques or abilities are established the employer will publicize job training opportunities in these areas and inform employees how to apply for this training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output. With respect to any training given for preparing an individual for promotion the recipient of such training shall be selected on a competitive basis.

Section 4. Supervisors will provide necessary on-the-job orientation training to assist a newly assigned employee.

Section 5. The Employer agrees to recommend approval of enrollment of employees in job-related correspondence courses at the expense of the Employer. Failure to successfully complete such courses could result in that employee being denied future courses.

Section 6. Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

ARTICLE XXVII

EMPLOYEE ASSISTANCE PROGRAM

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

Section 2. The Employer and the Union jointly recognize the importance of prevention and rehabilitation aspects of alcohol and drug abuse problems. The Union supports the Alcohol and Drug Abuse Prevention and Control Program as a means to restore NAF employee alcohol and drug abusers to effective duty.

Section 3. An employee acknowledging an alcohol or drug abuse problem which affects job performance or conduct shall be given the opportunity to avail himself/herself of program resources and reasonable time to obtain assistance/rehabilitation. Participation in rehabilitation programs shall be viewed favorably in consideration of disciplinary/adverse actions in accordance with law and applicable regulations.

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

Section 5. An employee may seek assistance and counsel on alcohol or drug problems without jeopardizing job or promotional opportunities as provided by statute.

ARTICLE XXVIII

EQUAL EMPLOYMENT OPPORTUNITY

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

Section 2. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and in promoting the full realization of equal employment opportunity through continuing programs of affirmative action.

Section 3. An Employee who believes he/she has been discriminated against may pursue his dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated with an EEO counselor within 45 calendar days of the discriminatory act. An employee may have a personal representative of his/her choice, as provided by regulation, in pursuing an EEO complaint.

Section 4. The Union will assist the Employer and the Equal Employment Opportunity Office in affirmative actions designed to meet objectives in equal opportunity. Where problems concerning discrimination arise within the unit, the Union will assist in their resolution. Representatives of the Local and the Equal Employment Opportunity Officer will meet as often as deemed necessary relative to equal employment matters. Requests for such meeting should include the subject matter to be discussed including the issues involved where appropriate.

ARTICLE XXIX

SUGGESTION PROGRAM

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

Section 2. Suggestions should be submitted through appropriate supervisory channels on DA Form 1045 (Suggestion Form) to the NAF Awards Coordinator, (Chief NAF Civilian Personnel Branch). The Employer will make suggestion forms available to each branch.

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

ARTICLE XXX

HEALTH AND SAFETY

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

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

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

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

Section 5. The Employer will insure that at all times health standards and personal hygiene will be maintained. All food service personnel will receive physical examinations in accordance with applicable regulations.

Section 6. No employee will be required to lift items or operate machinery or equipment which requires physical exertion beyond the limits specified in current applicable directives.

Section 7. Safety shoes will be provided on an as needed basis.

ARTICLE XXXI

CHARITABLE ACTIVITIES

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

ARTICLE XXXII

TRANSPORTATION

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

Section 2. Employees will not be required to use private vehicles to conduct official business of the Employer.

ARTICLE XXXIII

PAY

Section 1. An annual cost-of-living adjustment (COLA) will be given on the first pay period beginning on or after 1 January for NF-3 and above, and on the first pay period beginning on or after 1 July for NF-2 and below, in the amount of 4% of the base pay or the percent of the DoD COLA whichever is greater. Craft and trades bargaining unit employees (NA) will be paid in accordance with the wage schedules resulting from locality wage surveys.

Section 2. Regular employees receive the following percentages of base pay in a lump sum payment as incentives that will be effective no later than the first day of the third full pay period after the annual performance appraisal:

- | | |
|-----------------|----------------------------|
| a. Satisfactory | 2% |
| b. Excellent | 2.5% minimum - 4% maximum |
| c. Outstanding | 3.5% minimum - 10% maximum |

Section 3. Wage surveys will be conducted and implemented in accordance with statutory and regulatory directives as implemented by the NAF DoD Wage and Salary Division.

Section 4. Appropriate information provided to the Depot from the lead agency concerning wage surveys will be provided to the Union.

Section 5. Employees who serve as official data collectors in a local wage survey or who make presentations at hearings before the Wage Survey Committee will be authorized official time for these activities.

Section 6. 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.

ARTICLE XXXIV

TECHNOLOGICAL DEVELOPMENTS

Section 1. The Employer and the Union recognize that technological developments frequently add to the efficiency and productivity of the Employer. The Employer agrees to make reasonable effort to minimize reduction-in-force resulting from the introduction of new equipment or processes.

Section 2. Consistent with manpower requirements, it shall be the responsibility of the Employer to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency of employees in their assigned positions, to determine the number and types of employees to be trained and to provide the means and facilities to furnish such training. Training will be based on seniority within each job category.

ARTICLE XXXV

CONTRACTUAL WORK

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

ARTICLE XXXVI

DISCIPLINARY ACTIONS

Section 1. All disciplinary actions will be taken only for just cause and will be fairly and equitably administered. Disciplinary actions shall be supported by a preponderance of evidence. Disciplinary actions must be taken on a timely basis.

Section 2. Disciplinary actions are defined as informal corrective actions, written reprimands, suspensions and separation for cause. Informal discipline is defined as oral admonishments. The Employer will furnish each affected employee a copy of a memorandum for record when issued.

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

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

- a. The Employer will provide a 30 calendar day advance notice (unless the crime provision is invoked), giving a description of the offense, in sufficient detail, to enable the employee to understand fully the violation, infraction, conduct, or offense for which he/she is charged. Such specifics as time, place, dates and events should be included in support of the incident giving rise to the separation action. Notice of proposed separation will be specific enough to enable an employee to answer the notice and to review the material relied upon to support the proposed action.
- b. The employee may reply to the notice of proposed separation both orally and in writing and furnish affidavits and other documentary evidence in support of his/her answer within 15 calendar days (unless the crime provision is invoked) after receipt of the proposed notice. The Employer will give consideration to extending the 15 calendar day right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.
- c. A decision will be made within a reasonable period of time. The notice of decision will inform the employee of his/her grievance rights and the time limits for filing.

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

- a. The Employer will provide the employee a 15 calendar day advance notice citing enough specifics (see 4a above) to enable the employee to answer the notice and provide an opportunity to review the material relied on to support the proposed suspension.
- b. The employee may reply to the notice of proposed suspension both orally and in writing, and furnish affidavits and other documentary evidence in support of his/her answer within seven (7) calendar days after receipt of the proposed notice. The Employer will give reasonable consideration to extending the seven (7) calendar day right to reply period if the employee submits timely written request stating valid reasons for desiring more time.
- c. A decision will be made within a reasonable period of time. The notice of decision will inform the employee of his/ her grievance rights and the time limits for filing.

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

ARTICLE XXXVII

GRIEVANCE PROCEDURE

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

- a. By an employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee;

or

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

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

Section 3. The following matters are specifically excluded from consideration

- a. Any claimed violation relating to prohibited political activities
- b. Retirement, life insurance, or health insurance
- c. A suspension or removal for National Security reasons
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Non-selection for promotion from a group of properly ranked and certified candidates.
- g. Termination of any employee during the probationary period.
- h. Equal Employment Opportunity complaints.

Section 4. Disputes over what is subject to the grievance procedure shall be referred to an arbitrator as a threshold issue in the related grievance.

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

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

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

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

Step 2. If no satisfactory settlement is reached between the aggrieved employee(s), the steward, and the supervisor, the grievance shall be reduced to writing on an appropriate form provided by the Union stating the exact nature of the grievance, date incident occurred and remedy sought. It shall be submitted within seven (7) calendar days to the next level of supervision. Upon receipt of a second step grievance, the supervisor(s) concerned shall meet with the aggrieved employee(s) and chief steward within seven (7) calendar days after receiving the written grievance. A written decision will be rendered within seven (7) days after the meeting.

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

Section 7. When several employees have an identical grievance, Management and the Union will call the employees affected together and request them to select one individual case for processing. The Union agrees to encourage the processing of only one grievance in place of numerous identical grievances. The employees will be told that, if they agree, decision on the case selected will be binding on all other identical cases. If any employee refuses to participate in the agreement, his refusal shall not affect his right to process his grievance individually. This test case procedure is not applicable to any situation where individual differences exist or when evaluation of the individual qualifications of the aggrieved employees would be required to decide the issues.

Section 8. All time limits may be extended by mutual agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or employee to advance the grievance to the next step. Failure of the Union or employee to observe the stated or extended time limits shall constitute withdrawal of the grievance. The aggrieved (employee or Union) may withdraw the grievance at any time.

Section 9. If the Employer or the Union submits a grievance, the grievance must be filed within 15 days of the incident or within 15 days from the awareness of a grievance. In the case of an employer-initiated grievance, the Union President will receive the grievance. In the case of a Union-initiated grievance, the Commander or his designee will receive the grievance.

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

ARTICLE XXXVIII

ARBITRATION

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

Section 2. Within five (5) workdays from the date of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation service (FMCS) to provide a list of impartial persons qualified to act as arbitrators. The moving party will be initially responsible for payment of the FMCS fee. Upon issuance of a decision by an arbitrator the losing party is responsible for the fee. In instances of a split decision or a settlement, the fee will be split between the parties. The parties shall meet within seven (7) workdays after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and Employer will each strike one name from the list and shall then repeat the procedure. The remaining name shall be the duly selected arbitrator. A flip of the coin will decide which party strikes first.

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

Section 4. The arbitrator will be requested by the parties to render his decision as quickly as possible but in any event no later than thirty (30) calendar days after the conclusion of the hearings unless the parties otherwise agree.

Section 5. The parties will in good faith attempt to define the issue. If complete agreement cannot be reached on the issue prior to arbitration, the parties will present their respective issues to the arbitrator at the hearing. The arbitrator will then determine the issue to be heard.

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

Section 7. If the Union prevails, back pay, if applicable, will be provided pursuant to AR 215 3.

ARTICLE XXXIX

MISCELLANEOUS

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

Section 2. The NAF Civilian Personnel Office Branch Chief will provide the Union President (or his designee) a copy of the current NAF Civilian Personnel Regulations.

Section 3. For the purpose of this Agreement, an emergency is defined as an operating condition determined by the Commander or other designated official necessary to meet unusual or unforeseeable conditions. It may include but is not limited to adverse weather conditions; continuing personnel shortages; shortages of funds, supplies or equipment; revocation of facilities, etc.

Section 4. The Employer shall have designated smoking areas.

Section 5. The employer will provide the Union with names and service computation dates of all employees in the Unit upon request.

Section 6. Subject to the provisions of applicable regulation, the Employer agrees to provide special tools, special clothing and special equipment required in the performance of duties.

Section 7. When the wearing of uniforms is required, they will be supplied by the Employer. Employees working five (5) days per week will be provided at least five (5) uniforms. Other employees will be provided at least three (3) uniforms. Uniforms will be replaced on an as needed basis by the Employer. Upon request the Union may negotiate on the type of uniforms supplied.

Section 8. The Employer will pay 70% of health benefits premium for eligible employees.

ARTICLE XL

PUBLICATION AND DISTRIBUTION OF AGREEMENT

The Employer agrees to reproduce and provide a copy of this Agreement for each employee in the bargaining unit.

ARTICLE XLI

DURATION AND CHANGES

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

Section 2. This agreement is subject to reopening:

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

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

MEMORANDUM OF AGREEMENT

Article XII, Section 1 of the Agreement between Red River Army Depot and National Association of Independent Labor Local 5 (NAF) is amended as follows:

Section I. Overtime for employees is defined as hours in a pay status in excess of eight (7) hours in a work day or 40 hours in any one work week, except for employees on a four day ten (10) hour a day compressed work schedule for which overtime is defined as hours in a pay status in excess of ten (10) hours in a work day or forty (40) hours in any one work week. Employees qualifying for overtime will have their time computed in accordance with applicable laws and regulations, at one and one half (1 ½) times the regular rate of pay. Compensatory time off will not be authorized for nonexempt employees under the Fair Labor Standards Act, except for religious observance.

CONCURRENCE

Agreed to this 19 November 2007

Date

MEMORANDUM OF AGREEMENT

Article XXXIII, Section 2 of the Agreement between Red River Army Depot and National Association of Independent Labor Local 5 (NAF) is amended as follows:

1. Excluding promotion and position changes, salary increases will be recommended by the supervisor and approved by the director, based on availability of funding, assigned duties and performance.
 - a. Less than Satisfactory - No award
 - b. Satisfactory - Not to exceed 3% of annual salary
 - c. Excellent - Not to exceed 8% of annual salary
 - d. Outstanding - Not to exceed 15% of annual salary
2. On the spot (OTS) awards may be given in accordance with AR 215-3 not to exceed \$500 per award and not to exceed \$2000 per employee per year. OTS awards will only be given for special acts or performance that far exceeds what is normally expected of the individual. Awards not to exceed \$250 may be approved by the activity manager; awards not to exceed \$500 may be approved by the fund manager. Time off awards may be given in lieu of cash awards but not simultaneously. All awards will be approved by the recipient's supervisor prior to notification of the employee.
3. Annual Performance awards will be in the manner of a pay adjustment or a lump sum. Each employee's performance will be rated annually or at any time during the year upon change of position.

LUMP SUM AWARD

- a. Less than Satisfactory - No award
- b. Satisfactory - Minimum 2%
- c. Excellent - Minimum 2.5%
- d. Outstanding - Minimum 3.5%

OR

PAY ADJUSTMENT

- a. Less than Satisfactory - No award
 - b. Satisfactory - 2% Not to exceed 3% of annual salary
 - c. Excellent - 2.5% Not to exceed 8% of annual salary
 - d. Outstanding - 3.5% Not to exceed 15% of annual salary
4. Outstanding ratings will be well documented accompanied by a narrative describing performance which warrants the rating. Performance should clearly be far above what is normally expected for successful performance. Examples of projects completed with outstanding results or other examples of exemplary performance must be included to support an

outstanding rating. Cash awards based on outstanding performance must have justification for the outstanding rating attached to support the award nomination.

5. At no time, will the percentage of award for satisfactory be greater than an award for excellent or percentage award for excellent be greater than an outstanding.

Agreed to this 25 February 2010

MEMORANDUM OF UNDERSTANDING

All NAF employees located at Red River Army Depot and DFAS Texarkana, Texarkana, TX will be provided individual email accounts. All employees will be provided access to a computer/printer in the work area and allowed official time to check email accounts and/or conduct required training. Training on use of email will be provided.

All employees will be provided official time to review their hardcopy Official Personnel Folder. Official Personnel Folder (OPF) will be ordered within one workday of employee's request. The OPF will be accessible to employee normally within five workdays. Every effort will be made by both the employee and the employer to maintain these files in up-to-date manner. Copies of documents in an employee file will be furnished employee upon employee request. The OPF will be available online.

All employees are subject to a National Agency Check with Inquiries (NACI).

CONCURRENCE

Agreed to this 25 February 2010
Date

MEMORANDUM OF AGREEMENT

The parties, Directorate for Morale, Welfare and Recreation, Red River Army Depot, Texas and the National Association of Independent Labor (NAIL), Local 5, share an interest in formalizing their agreement concerning the Workplace Lactation Program.

1. The Employer will provide a clean room as needed by nursing mothers to express breast milk, other than a bathroom/restroom, that is shielded from view and free from intrusions by coworkers and/or the public and within as close proximity to the nursing mother's work area as feasible. The room must provide privacy for the Lactation Program participants.
2. The Employer will ensure the room is large enough to accommodate, and will provide and maintain a refrigerator for storing expressed milk; a comfortable chair with lumbar support, a small table, small microwave, and trash receptacle, and storage cabinet for supplies to include but not limited to: paper towels, hand soap, rubber gloves. Alternate facilities for hand cleaning within close proximity may be substituted for a sink with running water, if those facilities are equally effective and approved by the local medical authority. When sink is not located within the designated room, anti-bacterial wipes will be provided.
3. The Employer will designate a point of contact (POC) to handle requests for participation and schedule use of the room. The Employer will ensure the room is locked. Access to the room will be limited to the designated POC, nursing mothers and cleaning personnel.
4. Participants may use their morning break, lunch period, or afternoon break in conjunction with any other approved time away from their work site. Options include annual leave, leave without pay (LWOP), or previously earned compensatory time, to include compensatory time earned through official travel or compensatory time earned in lieu of overtime. Note: Graded employees whose basic rate of pay is at NF-3 or below have the-right to elect compensatory time off in lieu of overtime pay (unless precluded from doing so by the Fair Labor Standard Act) at time of overtime offer.
5. The Employer will provide nursing mothers use of the room for one year after childbirth to express breast milk. This time frame can be extended based on the nursing mother's needs.

The signatures of the parties in the spaces provided below, indicates the full agreement regarding the matter of the Lactation Program.