

AGREEMENT BETWEEN

DEFENSE FINANCE AND ACCOUNTING SERVICE, TEXARKANA, TEXAS

AND

NATIONAL ASSOCIATION OF INDEPENDENT LABOR LOCAL 5

EFFECTIVE DATE:

OCTOBER 29, 2017

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	3
1	RECOGNITION AND UNIT DESCRIPTION	4
2	PROVISIONS OF LAWS AND REGULATIONS	4
3	EMPLOYER RIGHTS	4
4	EMPLOYEE RIGHTS	5
5	UNION RIGHTS AND OBLIGATIONS	6
6	UNION REPRESENTATION	6
7	NEGOTIATIONS	7
8	HOUR OF WORK	8
9	CREDIT HOURS	9
10	OVERTIME	10
11	ANNUAL LEAVE	11
12	SICK LEAVE	12
13	ADVERSE WEATHER AND CONDITIONS	13
14	TELEWORK	13
15	CIVIC RESPONSIBILITIES	14
16	JOB DESCRIPTIONS AND CLASSIFICATIONS	15
17	PERFORMANCE EVALUATION	16
18	PAYROLL WITHHOLDING OF UNION DUES	18
19	DISCIPLINARY AND ADVERSE ACTIONS	19
20	GRIEVANCE PROCEDURES	21
21	ARBITRATION PROCEDURES	24
22	PERSONALLY OWNED HEATING AND COOLING EQUIPMENT	26
23	UNION OFFICE	26
24	GENERAL PROVISIONS	26
25	DISTRIBUTION OF AGREEMENT	26
26	DURATION AND CHANGES	27
	SIGNATURE PAGE	28
	ATTACHMENT	29

## PREAMBLE

This agreement is made and entered into by and between the Defense Finance and Accounting Service, Texarkana, Texas, hereinafter referred to as the "Employer," and the National Association of Independent Labor, Local 5, hereinafter referred to as the "Union." This agreement and such supplementary agreements as may be agreed to hereunder from time to time, together constitute a collective agreement between the Employer and the Union. (Parties)

ARTICLE 1  
RECOGNITION AND UNIT DESCRIPTION

The Employer recognizes the Union as the exclusive bargaining representative for all appropriated fund employees assigned to the Defense Finance and Accounting Service (Defense Accounting Office and the Central Accounting Office), Red River Army Depot, Texarkana, Texas, including any employees assigned to satellite offices, excluding management officials, supervisors, professional employees, and employees described in 5 U.S. C. 7112 (b) (2) (3) (4) (6) and (7).

ARTICLE 2  
PROVISIONS OF LAW 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 or 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 the 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 on any policy and regulation.

ARTICLE 3  
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 agency-

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; 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 employees;
  - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency 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; or
    - (b) any other appropriate source; and

- (4) to take whatever action may be necessary to carry out the Agency's mission during emergencies

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

- a. 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 agency will 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 4 EMPLOYEE RIGHTS

Section 1. Each employee has the right to freely and without fear of penalty or reprisal to form, join, and assist the Union or refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or steward.

Section 2. The Employer agrees that employees in the exercise of these rights shall be protected from interference, restraint, coercion, or discrimination by any representative of the Employer.

Section 3. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

Section 4. Nothing in this agreement precludes any employee of the bargaining unit, regardless of union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy or from choosing his/her own representative in a grievance or appellate action except when the grievance is covered under the negotiated procedure contained in this Agreement.

Section 5. The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

- a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. the employee requests representation.

Section 6. Prior to the commencement of any investigatory examination, the employee will be informed of the purpose of the examination.

Section 7. In the administration of this Agreement and working conditions, all employees will be treated in a fair and equitable manner.

Section 8. The 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 prior to leaving his/her work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or actions deemed necessary.

## ARTICLE 5 UNION RIGHTS AND OBLIGATIONS

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

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

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 representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 4. New employees will be introduced to the Union steward not later than the employees third work day.

## ARTICLE 6 UNION REPRESENTATION

Section 1. The Employer shall recognize the officers and stewards of the Union. The Union will keep the Employer advised in writing of the names of its officers and stewards.

Section 2. Union representatives will be granted reasonable time off without charge to leave to perform representational functions. Representational functions include:

- a. investigate, prepare and/or present grievances, appeals, claims, and unfair labor practice charges;
- b. consult and/or negotiate with representatives of the Employer concerning personnel policies, practices, and conditions of employment;
- c. research and prepare recommendations and/or proposals in connection with the above consultation, negotiations, or meetings;
- d. administration of the negotiated agreement; and
- e. third party proceedings where the Union is authorized to represent the employee.

Section 3. Representatives will provide reasonable advance request to their immediate supervisors whenever they wish to leave their official duties to perform any of their representational responsibilities and will report to their supervisors when they return. Permission will be granted upon request except when compelling work requirements preclude such release. Official time will not be unreasonably denied. The Union will cooperate with the Employer in maintaining a record of time spent for the Union representational activities.

Section 4. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

Section 5. Representatives of the national office for NAIL will be allowed to visit the facilities on appropriate Union business, subject to appropriate security requirements.

Section 6. The representative of the Union for the administration and implementation of this Agreement will be duly-elected or appointed President of the local or the person whom he/she designated in writing to act in his/her place.

Section 7. The Union will be provided a listing of all committees established by the Employer that concern conditions of employment. The Union may appoint a member to each of those committees.

Section 8. The Union is authorized use of Employer office support items (e.g. telephone, copier, fax, typewriter, computer).

Section 9. Union representatives are authorized official time for Union training.

Section 10. Union representatives will be allowed access to the Union office.

## ARTICLE 7 NEGOTIATIONS

Section 1. It is agreed that the Employer shall negotiate with the Union on all proposed changes in conditions of employment. It is understood that the Employer in this context means the Director, DFAS Texarkana or a representative with delegated authority to speak for the Director, DFAS Texarkana.

Section 2. 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 effecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Section 3. Procedures for Bargaining. The following procedures for bargaining will be followed unless otherwise agreed to by the parties.

a. The Employer agrees to notify the Union President in writing prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

b. The Union shall have ten (10) work days from the date of notification to request bargaining and to forward written proposals to the Employer.

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

d. Upon timely request by the Union, bargaining will commence within ten (10) work days, unless otherwise agreed upon by the Parties.

e. The Employer shall have ten (10) work days from the date of receipt of Union initiated proposed change to conditions of employment to forward written proposals to the Union. Bargaining will commence within ten (10) work days, unless otherwise agreed upon by the Parties.

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 8 HOURS OF WORK

Section 1. The basic workweek will consist of 4 consecutive 10-hour workdays, Monday through Thursday.

Section 2. A lunch period of thirty (30) minutes to sixty (60) minutes, during which employees are entirely free of duty connected with the job, must be taken between 11:00 and 13:00 hours.

Section 3. Employees will be granted two 15-minute rest periods near the midpoint of each work period.

Section 4. Employees may participate in the following alternative work schedules with supervisory approval. Employee's request will not be unreasonably denied and must be based upon mission requirements.

- a. Compressed Work Schedule (CWS) – 4/10 schedule: The 4-10 schedule is a work schedule of ten (10) hours per day, four (4) days per week. This affords the employee two (2)

scheduled days off per pay period. The regular scheduled day off (RDO) can be taken on any specified day of the week.

- b. **Gliding Schedule:** A type of flexible work schedule in which a full time employee has a basic work requirement of eight (8) hours each day and forty (40) hours in each week and may vary starting and stopping times each day, and may change starting and stopping times daily within the establish flexible hours. The Flexible time bands and core hour are:

- |                                      |                |
|--------------------------------------|----------------|
| 1) Morning flexible time band:       | 06:00 to 08:30 |
| 2) Morning core hours:               | 08:30 to 11:00 |
| 3) Midday lunch flexible time bands: | 11:00 to 13:00 |
| 4) Afternoon core hours:             | 13:00 to 15:00 |
| 5) Afternoon flexible time band:     | 15:00 to 18:00 |

**Basic Work Requirement (BWR)** - the number of hours, excluding overtime or compensatory hours, which an employee is required to work or account for by leave or credit hours within a bi-weekly pay period. The BWR is 80 hours per pay period.

**Core Hours** - those hours' employees are required to be present for work unless in a leave status, using credit hours, or on some other authorized absence. Occasional deviations from core hour requirements are permissible with prior supervisory approval.

**Flexible Time Bands** - that part of the schedule of working hours during which an employee may choose his/her time of arrival to and departure from the work site. Deviation of an employee's work schedule may result from work exigencies.

Section 5. Employees are required to remain on their selected work schedule for a period of six (6) pay periods. Employee must submit their request to change their work schedule not later than the first Thursday of the current pay period. Exceptions can be made on a case by case basis.

## ARTICLE 9 CREDIT HOURS

Section 1. Credit hours means any hours worked, within a gliding work schedule, in excess of the employee's basic work requirement for a gliding work schedule (8 hours per day and 80 hours per pay period for full-time employees), excluding overtime and compensatory time, at the election of the employee and approved by the supervisor. Employees on a CWS are not eligible for credit hours.

Section 2. Credit hours are earned and used in 15 minute increments. The maximum amount of credit hours that can be earned per day by a full-time employee is 2 hours, and per pay period is 20 hours.

Section 3. Credit hours cannot be earned on non-work days (i.e., on a Saturday, Sunday, or holiday if the assigned tour of duty is Monday through Friday).

Section 4. Maximum carryover to succeeding pay periods is 24 hours for full-time employees. Any credit hours in excess of 24 hours will be forfeited. Maximum carryover for part-time employees is one fourth of their basic work requirement.

Section 5. Credit hours cannot be used in advance of being earned. Leave requests based on documented credit hours are made in the same manner as other categories of leave (i.e. the employee submits the request to his/her supervisor for approval.)

Section 6. Credit hours shall not be used by an employee to create or increase his/her entitlement to overtime pay.

Section 7. For employees working in a telework environment, a reasonable attempt shall be made to obtain supervisory confirmation. In the event the supervisor cannot be reached, he/she shall be informed as soon as possible that the hours were worked.

## ARTICLE 10 OVERTIME

Section 1. Overtime work is hours in a pay status of more than eight (8) hours a day or forty (40) hours in a work week for employees on a gliding schedule. For employees on CWS, overtime is hours in a pay status for work in excess of ten (10) hours in a day or forty (40) hours in a work week. Employees desiring to work overtime must be authorized and approved in advance orally or in writing by the appropriate designated authority.

Section 2. In the assignment of scheduled overtime, the Employer agrees to provide the employee at least one (1) day advance notice for readjustment of personal commitments. In cases of unscheduled overtime or emergency overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the Employer will notify the employee as soon as the need for overtime is recognized. An employee may be excused from overtime for personal reasons if there is another qualified employee willing to serve in his place.

Section 3. The Employer agrees that overtime work will be offered equitably among the employees. Consideration will first be given to those employees who possess the necessary qualifications within the immediate organizational element where the overtime need exists. The parties recognize that continuity of work and special skills are valid exceptions to the normal rotation on an equitable basis. The Employer will maintain overtime rosters. Overtime rosters will be rotated on a seniority basis.

Section 4. When it is necessary for employees to return to the work site outside of their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of two (2) hours overtime.

Section 5. For the purposes of this agreement, in determining the equal distribution of overtime, if an employee refuses overtime the overtime refused will be counted as overtime worked on the overtime roster.

Section 6. The Employer will provide the Union, upon request, with necessary and pertinent information concerning overtime hours worked to aid in resolving inquiries into overtime distribution alleged by specific employees. New employees will be credited with the same number of hours as employees of the same grade and title with the lowest number of hours in the Department.

Section 7. Before directing overtime, qualified volunteers from the roster will be solicited from the immediate organizational element. When volunteers from the roster are no longer available, the Employer may direct overtime. When directing employees to work overtime, the employee with the least amount of overtime actually worked will be assigned the overtime.

Section 8. An employee away from his regularly assigned position (detail, temporary promotion, leave, light duty, etc.) will be credited with overtime as if actually worked for the purpose of determining equal distribution of overtime.

Section 10. Employees who are nonexempt under the Fair Labor Standards Act (FLSA) may elect to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime worked. Compensatory time will be administered in accordance with 5 CFR 550, and 551 and appropriate regulations.

## ARTICLE 11 ANNUAL LEAVE

Section 1. The employee shall earn and be granted annual leave in accordance with applicable regulations. Annual leave will be charged in fifteen (15) minute increments.

Section 2. All employees should submit annual leave schedules for the leave year by the 15<sup>th</sup> of January. The employee's needs and desires will be considered by the Employer. Seniority will be used when all requests for annual leave cannot be approved. Other annual leave will be on a first come, first serve basis.

Section 3. It is agreed that no employee shall be unreasonably called back from leave.

Section 4. An employee unable to report for duty because of a personal emergency should request annual leave of the Employer as soon as possible, but no later than two hours after the start of his/her regularly scheduled work shift unless precluded by circumstances beyond their control. This request will be for that day only unless otherwise requested. Upon return to work a leave slip must be submitted for the leave. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

ARTICLE 12  
SICK LEAVE

Section 1. Employees shall earn and be granted sick leave in accordance with applicable regulations and provisions of this agreement. Sick leave is authorized when properly requested for an employee when the employee-

- a. Receives medical, dental, or optical examination or treatment;
- b. Is incapacitated for the performance of duties by physical or mental illness; injury; pregnancy; childbirth;
- c. Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; ; or provides care for a family member with a serious health condition
- d. Makes arrangements necessitated by the death of a family member or attends a funeral of a family member;
- e. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- f. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

Section 2. Requests for sick leave will be made in advance of a scheduled appointment for medical, dental or optical treatment. Other sick leave absences will be reported by contacting the immediate supervisor as soon as possible but within two hours after the start of the tour of duty. When the immediate supervisor is unavailable sick leave will be requested at the next level of supervision.

When the employee's initial notification involves more than one (1) work day off, the employee will communicate the status of their illness not later than noon each subsequent day, unless administratively acceptable documentation provides a specific duration for absence.

Section 3.

a. Sick leave will be documented on an OPM Form -71. A medical certificate or equivalent should not be required for a sick leave period of three (3) consecutive work days or less. However, when there is a reasonable justification that an employee is abusing the entitlement of sick leave (e.g. excessive use of sick leave or a pattern of sick leave usage which, in either case, is unsubstantiated), a medical certificate may be required for any period of absence. The employee must be provided with the reasons in advance, in writing, why such requirement is being established in his or her case.

b. All such cases requiring medical certification shall be reviewed not later than six (6) months afterward. If no further abuse is indicated, the restriction will be removed and the employee will be notified in writing. The employee will also be notified of the reasons, in writing, if the restriction is to be continued.

c. The number of hours sick leave used will not in themselves establish abuse.

Section 4. The Employer may grant sick leave only when supported by evidence administratively acceptable. Regardless of the duration of the absence, the Employer may consider an employee's certification as to the reason for his absence as evidence administratively acceptable.

### ARTICLE 13 ADVERSE WEATHER AND CONDITIONS

Section 1. As a tenant of Red River Army Depot (RRAD), DFAS will normally follow the policy set forth by the Commander of RRAD. Exceptions to the RRAD policy may be made at the discretion of the Director, DFAS Texarkana.

Section 2. Employees who are on leave due to adverse weather will be granted administrative leave if it is later granted for adverse weather.

Section 3. Employees on an active telework agreement during adverse weather conditions may be required to perform duties as defined in Article 14, Sections (4) & (6).

### ARTICLE 14 TELEWORK

Section 1. The Telework Program is implemented in accordance with Department of Defense Instruction 1035.1 and DFAS Instruction 1442.1-I, as amended by this Article.

Section 2. The Telework Program permits employees to volunteer to perform suitable duties at an approved work site, consistent with mission requirements.

Section 3. An employee who wishes to participate in the Telework Program will complete an appropriate written request to the employee's supervisor. The supervisor will provide a timely response to that request. If the telework request is approved, the supervisor will inform the employee in the telework agreement of what is expected of the employee while on telework. If the request is denied, the supervisor will document the basis for the denial in writing on the request and provide it to the employee. Denial of a telework request is grievable under the negotiated grievance procedure. If the telework request is denied, the employee may request a discussion with the supervisor regarding future participation in the Telework Program.

Section 4. An employee on telework will continue to work their approved work schedule, completed within a time frame of 06:00 to 18:00 hours. If the DFAS site is closed, employees on an approved telework agreement will be expected to telework, unless precluded by inclement

weather affecting the telework location, in which case the employees will be granted an excused absence.

Section 5. An employee who encounters technical difficulties that prevents them from performing their mission duties at their telework location (e.g. power failure, loss of internet connectivity, etc.) shall be granted 2 hours to resolve the matter. Upon recognition of the technical issue the employee will make reasonable effort to contact their supervisor to inform them of their work status. If the employee is unable to resolve the issue within the 2 hour window the employee will be expected to report for duty or request leave to accommodate their absence.

Section 6. In anticipation of inclement weather the Director, DFAS TX, may direct employees on a regular and recurring telework schedule to take home government issued laptops for potential implementation of unscheduled telework. This will ensure continuity of DFAS essential functions and continued support to customers.

Section 7. An employee may be required to report to the Employer's facility, based on mission requirements, even though the employee is scheduled to telework at that time. When an employee scheduled to telework is required to report to the Employer's facility, the employee will be given reasonable advance notice and will be provided a reasonable amount of time to report. The employee should make reasonable effort to report to the Employer's facility as soon as possible.

Section 8. An employee who also serves as a representative of the Union may be approved to telework; however, if an employee is approved to telework, and a representational duty arises, the employee may perform the representational duty while on telework, subject to applicable procedures for requesting excusal for representational duties.

Section 9. Either the employee or the Employer may terminate an existing telework agreement at any time. If the Employer terminates the agreement, the employee will be informed of the basis for the Employer's action, in writing, as set forth in the telework agreement. The Employer's termination of the telework agreement may be grieved under the negotiated grievance procedure.

## ARTICLE 15 CIVIC RESPONSIBILITIES

### Voting

Excused absence for voting purposes will be granted when polling places are not available before or after an employee's work day, taking travel time into consideration.

### Court Leave

Section 1. An employee will be authorized absence from work status without charge to leave or loss of pay for jury duty, or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of the Federal, State or local Government. When an employee is called as a witness or juror in such capacity, he or she shall immediately notify his/her supervisor and submit a copy of

the subpoena or summons Upon completion of service, the employee shall submit any written evidence provided by the court for the times he served as such a witness or juror.

Section 2. If an employee is excused from such a service with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer.

Section 3. If an employee receives regular pay from the government for a period of court leave, employees must reimburse to the Employer fees paid for service as a juror or witness. Monies paid to jurors or witnesses which are in the nature of “expenses” (e.g. transportation, parking) do not have to be reimbursed to the Employer.

## ARTICLE 16 JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. The Employer agrees that job descriptions will be written based upon the duties and responsibilities assigned to positions. Employees will be furnished a copy of their job description initially and as changes are made.

Section 2. 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 2 of the negotiated procedures.

Section 3. When an employee believes that the grade or classification of his/her positions is incorrect, he/she may request in writing a review of the classification through supervisory channels. If not resolved within 45 days, the employee may appeal in accordance with regulatory appeal procedures. When necessary to explain the basis for classification, the Employer will meet with the employee. The employee may designate a representative to assist in presentation of the appeal. The representative will be permitted to attend all meetings, and will be provided a copy of all correspondence that is furnished the employee in connection with the appeal.

Section 4. Upon request, the Employer will furnish the Union a listing of competitive levels of all classifications within the bargaining unit.

Section 5. The Employer agrees to make fair and equitable distribution of duties falling within the employee’s official job description.

ARTICLE 17  
PERFORMANCE EVALUATION

Section 1. The Employer will manage the performance evaluation program under the provisions of DoDI 1400.25, Vol. 431, DoD Civilian Personnel Management System: Performance Management and Appraisal Program, and 5 CFR 430, Performance Management, as amended by this Article. It is recognized by the parties that any subsequent changes to these instructions will be negotiated between the parties.

Section 2. All evaluations of performance will be applied in a fair and objective manner. An employee's signature on an evaluation, where signature is provided for, indicates only that an evaluation has been received and does not indicate an employee's agreement or disagreement with the evaluation.

Section 3. The Employer will discuss with the employee their performance evaluation prior to making it a part of the employee's record. The beginning of the appraisal period will commence on 1 April of each year and run through 31 March of the following year. In order to be assigned a rating of record, an employee must have performed in the official position for ninety (90) days or more during the appraisal period and be appraised against the elements of a performance plan. If an employee has not worked at least ninety (90) calendar days against an approved performance plan during the appraisal period, the appraisal period will be extended until the ninety (90) - day requirement has been satisfied.

Section 4. Each employee will receive a copy of their annual performance rating. Within thirty (30) days of the start of the new performance cycle, the supervisor will discuss performance elements and standards with the employee, sign and provide a copy to each employee for the upcoming appraisal year.

Section 5. The employee has a right to grieve all aspects of their performance evaluation. However, a grievance may not be filed concerning the identification of job elements or the establishment of performance standards. Grievances concerning performance issues shall be filed with the approving official.

Section 6. To maintain a high-quality civilian workforce and encourage employees to strive for top performance, supervisors should act as soon as they notice a performance problem or a decrease in the level of an employee's performance. The Employer will counsel employees in relation to their overall performance on an as needed basis and when the employee's performance drops below a satisfactory level. Each employee will receive at least one (1) feedback during the course of the year, near the mid-point of the performance cycle. Performance counseling sessions will be documented with a copy given to the employee.

Section 7. If the employee's performance has not risen to an "acceptable" level within a reasonable amount of time, the supervisor will conduct a review and issue a written Performance Improvement Plan (PIP). Employees will be given a minimum of ninety (90) days to improve performance. The PIP will include the following:

- a. The element of the performance plan for which the employee's performance is unacceptable;
- b. How performance is unacceptable; and
- c. Specifics as to what the employee must accomplish to obtain "acceptable" performance.

The supervisor must help the employee improve the performance during the PIP. Help should include closer supervision and counseling, personal demonstration, supervisory, or peer counseling, frequent reporting, special assignments, and on-the-job training.

Section 8. Management is encouraged to provide the foregoing process to probationary employees; however, it would not preclude management from effecting removal of the probationary employee.

Section 9. Civilian appraisals are normally to be conducted by the supervisor. If circumstances preclude the supervisor from carrying out their responsibility, the higher-level management official may serve as the rating official.

Section 10. The Supervisory Record of Employee Performance shall be removed at the end of the rating period.

Section 11. If the rating official changes or departs during the rating period, documentation of performance discussions and other pertinent and appropriate information will be transferred to the new rating official.

Section 12. When ratings are changed as a result of a complaint or grievance, the rater or authorized designee will complete a new form/electronic entry. The new form/electronic entry will not reference the reason for the change. The old form/electronic entry will be shredded or discarded.

Section 13. In conjunction with annual performance appraisals, employees are eligible to receive appropriate cash awards based on outstanding and fully successful performance appraisals, as follows:

- a. The employee must have a current annual appraisal with a summary rating of outstanding or fully successful.
- b. Employees with outstanding performance appraisals will be nominated for a cash award or quality step increase (QSI). The appropriate director and/or agency official has authority to approve or disapprove such an award. Employees with disapproved nominations will be advised of the reasons. Cash awards will not be arbitrarily denied. Employees with fully successful performance appraisals may be nominated for a cash award.

- c. The amount of cash for each employee who has received an outstanding successful performance appraisal and who has had a cash award approved will be determined as follows:
  - (1) For outstanding appraisals, employees will receive an equal share of the money available for such awards.
  - (2) For fully successful appraisals, employees may receive an equal share (as long as it is not equal or greater than the amount received for an outstanding appraisal) of money available for awards.

ARTICLE 18  
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 for processing.
- b. Allotments authorized on properly completed and certified forms which are received by the Employer will be processed in an expeditious manner.

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

Section 4. The Employer 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, and employee is separated 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. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one calendar year after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective on the first pay period beginning on or after September 1 provided the revocation is received in the Finance and Accounting Liaison Office, DFAS, Indianapolis prior to September 1. Employees desiring to submit a revocation form (SF-1188) must submit the completed form during the 6 weeks prior to the revocation period to the Employer. A copy of these forms will be provided to the local Union.

Section 5. A supply of SF-1188's will be maintained in the office of the Director, DFAS Texarkana.

Section 6. Remitting the amounts withheld. Upon disbursement for each pay period, the DFAS will certify for payment the net amount withheld. The payment will be made out and sent to National Association of Independent Labor (NAIL will furnish the address.) The payment will be accompanied by a list of the employee members designated by their Union, 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. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be provided to the Local.

## ARTICLE 19 DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Both parties agree the Employer has the right and obligation to administer disciplinary action for just and sufficient cause. The agency Table of Offenses and Penalties, the gravity of the offense, the influence of the offense on mission operations, working relations and the welfare of other workers, as well as other mitigating and aggravating circumstances should be considered when determining penalties.

Section 2. Disciplinary and adverse actions will be initiated in a timely manner. All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. All disciplinary actions must be supported by a preponderance of the evidence.

Section 3. For the purpose of this article, the term disciplinary action is defined as a suspension of an employee for 14 calendar days or less, or an official reprimand. Disciplinary actions are grievable through the negotiated grievance procedure, pursuant to Section 8 of this article.

Section 4. An employee against whom a suspension of 14 calendar days or less is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. A reasonable time, not less than seven (7) workdays, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his/her reply;
- c. Be represented by the Union, an attorney or other representative; and
- d. A written decision and specific reasons therefore at the earliest practicable date.

Section 5. For purpose of this article, the term adverse actions applies to:

- a. A removal;
- b. A suspension for more than fourteen (14) calendar days;
- c. A reduction in grade;
- d. A reduction in pay, and
- e. A furlough of thirty (30) days or less. A furlough is defined as the placing of an employee in a temporary status without duties and pay because of lack of work or funds, or other non-disciplinary reasons.

Section 6. An employee against whom an adverse action is proposed is entitled to:

- a. At least 30 days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or in the event of a furlough due to unforeseeable circumstances as provided for by law, stating the specific reasons for the proposed action;
- b. Not less than ten (10) workdays to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer, except such an opportunity to reply is not required in the event of a furlough due to unforeseeable circumstances as provided for by law.
- c. A written decision and the specific reasons therefore at the earliest practicable date;
- d. A representative of his/her choosing; and

- e. Notice of appeal rights.

Section 7. The Employer will inform the employee in the decision letter of grievance/appeal rights.

Section 8. Grievances contesting the propriety of a disciplinary action may be filed by the affected employee not later than 15 work days after receipt of the decision letter at Step 2 of the Negotiated Grievance Procedure. Decisions regarding adverse actions are excluded from coverage of the Grievance Procedure and are appealable to the Merit Systems Protection Board.

Section 9. Upon request, the Employer will furnish the employee against whom a disciplinary or adverse action is proposed, or his designated representative, a copy of the material relied on to support the proposed action.

## ARTICLE 20 GRIEVANCE PROCEDURES

Section 1. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The parties agree that the expeditious settlement of the grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

Section 2. Unit employees covered by this agreement may present a grievance which may be processed with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its' representatives present at the grievance meetings. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 3. This Article provides procedures for the processing of grievances relating to the interpretation and/or application of this Agreement, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the Employer. This shall be the sole procedure available for processing covered grievances. A grievance is defined as any complaint:

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

Section 4. The following are excluded from coverage of this grievance procedure:

- a. A claimed violation of prohibited political activities.
- b. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Worker's Compensation Program, U. S. Department of Labor.
- c. A suspension or removal under 5 US 7532 (national security).
- d. Any examination, certification, or appointment of candidates for federal employment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Nonelection for promotion from a group of properly ranked and certified candidates.
- g. Termination of probationary employees.
- h. Matters appealable to the Merit Systems Protection Board.
- i. Reduction in Force actions which result in change to lower grade or separation
- j. Equal Employment Opportunity Complaints.
- k. The identification of critical job elements.
- l. Establishment of performance standards. (Application of performance standards can be grieved.)

Section 5. Grievances may be initiated by (a) employees (either individually or jointly), (b) the Union, or (c) the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented by themselves or only by the exclusive Union, in filing a grievance under the negotiated procedure.

Section 6. If two or more employees initiate identical grievances, where the basis for the grievance and corrective action being sought are identical, the Union, if it has been designated as the representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for the processing will be equally applicable to all of the other identical grievances.

Section 7. Reasonable duty time will be granted to aggrieved unit employees, and reasonable official time to the appropriate Union representatives, to investigate and prepare grievances. Official time will be granted to present a grievance through this Negotiated Grievance Procedure.

Section 8. Failure of the aggrieved employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance, except as otherwise provided herein.

Failure of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance being advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this Article may be extended by mutual written agreement between the Employer and the Union.

Section 9. A grievance by the employee, Union, or the Employer shall be filed within fifteen (15) work days of the occurrence or awareness of the incident being grieved, except for extenuating circumstances, such as an unavailable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above-stated time constraints, written reasons will be submitted with the grievance.

Section 10. Employee grievances shall be processed as follows:

Step 1. A grievance shall be presented first to the immediate supervisor of the aggrieved employee, except a grievance regarding a performance appraisal or a disciplinary action. The employee may choose to have a Union representative. The following shall be specified in writing:

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved; and
- c. The corrective relief sought.

The immediate supervisor shall make a reasonable effort to resolve the grievance and will render his written decision or findings/conclusions to the employee within eight (8) workdays of the date the employee submitted the grievance.

Step 2. Should resolution not occur at Step 1, the employee may submit the grievance for further consideration by filing his written grievance within (8) workdays of receipt of the Step 1 decision to the Director, DFAS Texarkana. The written grievance shall identify:

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved;
- c. The corrective relief sought; and
- d. The date of receipt of the Step 1 decision.

The Director, DFAS Texarkana will render a written decision within ten (10) workdays from the date he/she receives the grievance. Representatives of the Employer will meet with the aggrieved employee and his Union representative(s) to discuss the grievance.

Section 11. Employer grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall

be held to discuss the grievance. The President shall issue a written decision within ten (10) workdays of receipt of the grievance.

Section 12. Union grievances shall be filed in writing with the Director DFAS Texarkana by an elected officer of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall be held to discuss the grievance. The Director, DFAS Texarkana shall issue a written decision within ten (10) workdays of receipt of the grievance.

Section 13. The parties agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within (10) workdays following the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a party's right to invoke arbitration at a later date. If the parties agree to use the grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such requests will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The parties also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the parties agree to follow its guidelines, which entitle a grievant to be present at the mediation conference. The Mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the parties or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the parties agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

Section 14. Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or Employer in keeping with Article 21, ARBITRATION PROCEDURES.

Section 15. Grievability or arbitrability issues must be raised in writing not later than the final grievance step decision.

## ARTICLE 21 ARBITRATION PROCEDURES

Section 1. When a matter pursued through the negotiated grievance procedure, Article 20, is not satisfactorily resolved at the final step of the grievance procedure, the matter may be submitted to arbitration by the Employer or the Union. The request to invoke arbitration must be in writing and must be received by the Director, DFAS Texarkana or the Union President within ten (10) workdays of the date of the receipt of the final grievance decision or conclusion of grievance mediation. Only the parties to this agreement may invoke arbitration.

Section 2. Within five (5) workdays after receipt of the arbitration request, the Parties will jointly request that the Federal Mediation and Conciliation Service submit a list of seven (7) impartial persons qualified to act as arbitrators. The cost associated with the list of arbitrators will be split by the Parties. Representatives of the Union and the Employer will within seven (7) workdays after

receipt of such a list each strike one arbitrator's name from the list of seven (7); they will then repeat this procedure. The remaining name will be the duly selected arbitrator. A flip of coin will decide which party strikes first.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. Either party refuses to participate in the selection of an Arbitrator, or;
- b. Upon inaction or undue delay on the part of either party.

Section 4. 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 5. Grievability and arbitrability issues, if unresolved, will be handled as threshold issues at Arbitration.

Section 6. The Arbitrator's fees and expenses 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 arbitrator shall determine the percentage of arbitration cost to be paid by each party. Where the Parties mutually request a transcript or the arbitrator requests a transcript, the expense will be shared; otherwise the party requesting the transcript shall bear the expense. The Parties shall share equally the expenses of any mutually agreed upon services.

Section 7. The arbitration hearing will be on the Employer's premises during the Employer's regular administrative working hours. Each person authorized to attend the arbitration hearing who is employed by the Employer and who is in an active duty status at the time of the hearing is held will be excused from duty to participate in the arbitration proceeding without loss of pay or charge to annual leave.

Section 8. The Arbitrator will be requested to render his/her decision to the Parties as quickly as possible, but in any event not later than thirty (30) calendar days after conclusion of the hearing, unless the parties agree otherwise.

Section 9. The Arbitrator will not change, modify, alter, delete, or add to the provisions of this agreement; this right is the prerogative of the Parties only.

Section 10. Either the Union or the Employer may file exceptions to an Arbitrator's award in accordance with law and regulations.

## ARTICLE 22 PERSONALLY OWNED HEATING AND COOLING EQUIPMENT

Personally owned heating and cooling equipment will be authorized in accordance with the Memorandum of Agreement (MOA) signed on February 13, 2017. (See Attachment 1)

ARTICLE 23  
UNION OFFICE

Section 1. The Employer agrees to designate one of the six “team rooms” in Building #735, Red River Army Depot, Texarkana, Texas, for use by representatives of the Union in carrying out functions related to DFAS employees.

Section 2. The Union office will be equipped with a standard government service telephone with local calling and long-distance service, a table, four chairs, and a small printer. The Union will also be provided with a CAC-enabled computer with email service and internet access over the DFAS computer network, subject to restrictions on official use normally applicable to government-furnished computer equipment. The computer will be configured in a manner to safeguard and protect Union representational information from access by persons other than union-designated personnel and DFAS Information Technology personnel. The Union will be permitted to place lockable filing cabinets in this designated office for secure storage of Union records and materials. The room will be configured to be lockable, and the Union will be provided keys. DFAS, NFS, will retain a key to permit access to the room for safety or security reasons in the event of an emergency.

Section 3. The Union will be afforded priority use of this office for the representatives of the Union, except when no other team or meeting room is available for use by management. In that case, the Director, DFAS Texarkana, or his/her designee may direct use of this room to conduct mission essential business. The Director, DFAS Texarkana or designee will not exercise this authority to require Union representatives to give up the room when it is already in use or scheduled for the conduct of representational activities.

ARTICLE 24  
GENERAL PROVISIONS

Section 1. Daily Bulletins, as available, will be posted within a reasonable time on bulletin boards accessible to employees in the unit.

Section 2. The Union will be provided organizational charts on a current basis.

Section 3. The Union will be notified of a pending reorganization prior to implementation.

Section 4. The Employer will provide the Union a copy of DFAS personnel regulations and changes thereto, upon publication.

ARTICLE 25  
DISTRIBUTION OF AGREEMENT

The Agreement will be typed in final format by the Employer. After approval, copies of the Agreement will be reproduced. Cost of reproduction will be borne by the Employer. The Employer will distribute copies of the Agreement to all unit members and new employees as hired. The

Union will be provided ten (10) copies of the Agreement. An electronic copy of the agreement will be available via the shared drive.

ARTICLE 26  
DURATION AND CHANGES

Section 1. This Agreement shall remain in full force and effect for a period of 3 years from the date of its approval by the head of the Agency or from the 31<sup>st</sup> day after execution, whichever is sooner. This Agreement will automatically be renewed for 2 year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the 105<sup>th</sup> and 60<sup>th</sup> 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, the terms and conditions of this Agreement shall continue in effect until a new Agreement is effected.

In witness whereof, THE AUTHORIZED REPRESENTATIVES OF THE Parties have entered into this Agreement on the 28thday of September, 2017.

FOR THE NATIONAL ASSOCIATION  
OF INDEPENDENT LABOR, LOCAL 5

FOR DFAS-TEXARKANA

President, Local 5  
National Association of Independent Labor

Director, DFAS TX

TEAM MEMBERS

FOR NAIL:

FOR DFAS:

Chief Negotiator

Chief Negotiator

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Approved by the Department of Defense on 29 October 2017, to be effective 29 October 2017.

## MEMORANDUM OF AGREEMENT

### BETWEEN

#### DEFENSE FINANCE AND ACCOUNTING SERVICE, NON-APPROPRIATED FUND FINANCIAL SERVICES, TEXARKANA, TEXAS AND NATIONAL ASSOCIATION OF INDEPENDENT LABOR, LOCAL5

The parties named above agree to the following pilot policy for a period of one year from the effective date, concerning personally-owned heating and cooling equipment for use by bargaining unit employees in Building #735, Red River Army Depot, Texarkana, Texas.

1. The following policy will apply:
  - a. Personally-owned heating and cooling equipment for bargaining unit employees will be authorized by obtaining a permit from Chief, DFAS TX, Facilities, Logistics and Administration Office.
  - b. To be approved, personally-owned heat-producing equipment must meet the following requirements:
    - (1) Must have a Underwriter's Laboratories (UL) label;
    - (2) Use 400 watts of electricity or less;
    - (3) Be operated without an extension cord or surge protector;
    - (4) Have an automatic tip-over safety switch that shuts off the heater.
  - c. Personal fans with a diameter of ten inches or less are authorized without a permit, so long as they have a valid Underwriter's Laboratory (UL) label.
  - d. Use of non-permitted personal HVAC equipment may result in disciplinary action.
2. Employee requests based upon medical documentation will have priority over requests based on personal comfort. Permits will not be granted in excess of 10% of the employees in a Directorate.
3. At any point during this one year period, either party may reopen the pilot for the purpose of making adjustments to the terms of this MOA as needed. Exceptions to the terms of this MOA may be authorized on a case-by-case basis during this one year period.

4. At the end of the one year period, if neither party has reopened this MOA during the pilot, the provisions of this MOA become policy.
5. This agreement will be effective upon its signing by the parties' authorized representatives.

Signed this date, February 13, 2018.

National Representative,  
NAIL

Director, DFAS, NFS