

NAF AGREEMENT

BETWEEN

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 225 A.F.L. – C.I.O

ARDEC, PICATINNY ARSENAL, NJ

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U.S. ARMY ARMAMENT RESEARCH, DEVELOPMENT AND ENGINEERING CENTER

ARTICLE I – PREAMBLE

This Agreement is made and entered into by and between the Armament Research, Development and Engineering Center (ARDEC), Dover, New Jersey, hereinafter referred to as the “Employer” and Local 225, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the “Union”. In accordance with the intent and purpose of 5 USC Chapter 71 (Title VII of the Civil Service Reform Act), this Agreement constitutes a collective bargaining agreement between the Employer and the Union.

ARTICLE II – PURPOSE

The Congress of the United States has found that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:

- (1) safeguards the public interest,
- (2) contributes to the effective conduct of public business, and
- (3) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment. In addition, the Congress has also found that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government. Therefore, labor organizations and collective bargaining in the federal government are in the public interest. This Agreement is an attempt to accomplish these goals.

ARTICLE III – RECOGNITION AND UNIT DESCRIPTION

SECTION 1. EXCLUSIVE RECOGNITION:

The Employer recognizes that the Union is the exclusive representative of all employees in the unit defined in Section 2 below:

SECTION 2. UNIT DESCRIPTION:

This Agreement is applicable to the following group of employees:

INCLUDED: All employees of non-appropriated funds under the operational control and supervision of the Commander, ARDEC, Dover, New Jersey, including off duty military personnel, intermittent employees and part-time workers.

EXCLUDED: All employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, and supervisors as defined in the Act, and all employees paid from appropriated funds.

ARTICLE IV - DEFINITIONS

AGREEMENTS:

This basic Agreement, together with any supplementary agreement which may be negotiated and any amendment to this basic Agreement between the parties, is referred to throughout as the "AGREEMENT".

CONSULTATIONS:

The process of soliciting the Union's comments, viewpoints, or suggestions on particular Issues with no obligation to negotiate or arrive at a mutually acceptable decision.

NEGOTIATIONS:

Bargaining in good faith by representatives of the Employer and the Union on appropriate laws and regulations and by this Agreement, relating to "conditions of employment" with the view of arriving at agreement.

CONDITIONS OF EMPLOYMENT:

Personnel policies, practices and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices and matters.

- a. relating to political activities prohibited under Subchapter m of Chapter 73 of this article;
- b. relating to the classification of any positions; or
- c. to the extent such matters are specifically provided by the Federal Statute.

INTERMITTENT:

This category of employment covers two types of work situation as follows:

- a. An employee who has been appointed to serve in a position with no regularly scheduled workweek. Such employment is on a recurring basis but only when required (Intermittent on Call).

b. An employee who has been appointed to serve in a position with a regularly scheduled workweek of less than 20 hours (Intermittent Regularly Scheduled).

OPM:

The Office of Personnel Management.

FLRA:

Federal Labor Relations Authority.

ARTICLE V – EFFECTIVE DATE, DURATION, RENEWAL, EXTENSION, TERMINATION & SUPPLMENTS

This Agreement constitutes a new agreement and the parties are not bound by past supplemental agreements, amendment to agreements, or side agreements, applicable to NAF employees, that bound the previous Employer and Union having present or past exclusive rights.

SECTION 1. EFFECTIVE DATE:

This agreement shall become effective on the date of its approval by the head of the Agency or his delegate, or on the thirty-first day after the date of its signing by the parties, whichever comes first.

SECTION 2. DURATION:

This Agreement shall be in full force and effect for an initial term of 3 years from the effective date. This Agreement will be automatically extended beyond the expiration date for a period of 1 year as provided herein;

SECTION 3. RENEGOTIATION/EXTENSION:

Either party may give written notice to the other, not more than 105 nor less than 60 days before the expiration date of the collective bargaining agreement, of its intention to renegotiate this Agreement. If neither party gives timely notice, this Agreement shall be automatically extended for one additional year.

SECTION 4. TERMINATION:

This Agreement will terminate prior to its expiration date (including any extensions) under the following circumstances:

- a. Agreement of parties.
- b. When ordered by an authority outside the agency,
- c. The Union loses its recognition,
- d. It is superseded by another Agreement at the local level, or at a higher level in the Department of Defense.

ARTICLE VI – CONTROLLING DIRECTIVES

In the administration of all matters covered by this Agreement, officials and employees are governed by 'existing or future federal laws and Government-wide rules and regulations; and by Department of Defense and Department of Army rules and regulations existing on or before the effective date of this Agreement unless a finding of no compelling need is made in accordance with 5 USE 7117.

If Department of Defense or Department of Army rules and regulations applicable to the unit are issued subsequent to the signing of this collective bargaining agreement, which conflict with the terms of this Agreement, the parties agree to meet for the purpose of discussing the implementation of such rules or regulations. This meeting shall be for consultation purposes only with no requirement for negotiations unless mutually agreed to by both parties. If DoD or DA rules and regulations exist at the time of the contract signing which conflict with the provisions of this Agreement and objections are not raised by the head of the agency under the provisions 5 USC 114 C, the provisions the provisions of the contract shall be binding,

ARTICLE VII – VOLUNTARY ALLOTMENT OF UNION DUES

SECTION 1. GENERAL:

The Employer and the Union hereby agree on their respective responsibilities and the procedures, conditions and requirements for withholding and remitting dues of the members in good standing

of the Union who are employed in the bargaining unit. The Payroll Servicing Office referred to herein is located at the Red River Army Depot, Comptroller Office.

The Employer shall deduct at no cost, regular and periodic dues from the pay of unit members who authorize, on a voluntary basis, the withholding of union dues from their pay, subject to pertinent regulations and provisions described herein.

SECTION 2. ELIGIBILITY:

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

- a. The employee has voluntarily completed a request (SF 1187) for such allotment of his/her pay.
- b. He/she receives an amount of pay sufficient, after other legal deductions, to cover the full amount of the allotment.

Other legal deductions consist of Retirement or FICA Tax, Federal Income Tax, Health and Dental Benefits, indebtedness due to the United States Government, State Income Tax, and other authorized voluntary deductions or allotments to be made in order specified by the employee.

SECTION 3. AUTHORIZATION:

The procedure of processing authorizations shall be as follows:

- a. The Union will inform each of its members of the voluntary nature of an authorization for allotment of pay to cover dues, and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedures for revoking an authorization.
- b. The Union agrees to purchase and distribute to its members the prescribed authorization form (SF 1187). The Union will complete Section A of SF 1187; the employee will complete the

remainder of the form, including his/her signature, and the Union will deliver the completed form to the Labor Relations Section, Personnel Office, ARDEC,

c. Authorizations for allotments received In the Payroll Servicing Office (PSO) will be effective beginning with the first pay period following receipt of the allotment authorization by the Payroll Servicing Office, and will continue in effect until the allotment is terminated in accordance with the provisions of Section 5 below.

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

SECTION 4. DUES ALLOTMENT:

Allotted dues will be withheld in the amount established by the AFGE Local 225. If the amount of regular dues is changed by the Union, the Payroll Servicing Office will be notified in writing by the President of the Union of the rates and effective date of the amended dues structure at least thirty (30) days prior to the effective date. The amended amount will be withheld effective the payroll period following effective date specified by the Union.

SECTION 5. TERMINATION OF ALLOTMENT.

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

a. When the Union loses the required recognition under any of the conditions specified in Public Law 95-4511 or other appropriate regulations, or this Agreement is terminated or suspended. The termination will be effective at the beginning of the first pay period after loss of exclusive recognition, or termination or suspension of this Agreement.

b. Upon receipt of notice from the Union President that an employee has been expelled is no longer a member in good standing. The allotment for such an employee will cease beginning with the first complete pay period after receipt of the notice. The Union President will notify the Payroll Servicing Office within five work days when such a determination has been made by the Union.

c. When an employee requests revocation of his/her allotment for the payment of dues, a member may voluntarily revoke his/her allotment for the payment of dues by completing SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues (DF available from either the Employer or the Union) or by a signed statement by the employee directing revocation and submitting it to the Payroll Servicing Office. Requests for revocation of union dues must be submitted by the employee and received by the Payroll Servicing Office no later than the anniversary date (initial or common) and no earlier than 30 calendar days before the respective anniversary date. Dues revocations become effective the first full pay period after the first year membership requirement is met (initial anniversary date) provided the written revocation is timely received. After the first year membership requirement is met, the revocation will be effective the first full pay period following 1 September (common anniversary date) provided the revocation is timely received. In all cases it shall be the responsibility of the employee to see that his/her written revocation is received in the Payroll Servicing Office.

d. When the employee leaves the bargaining unit as a result of resignation, retirement, promotion, transfer, reassignment, or any other personnel action which would remove him/her from the bargaining unit of AFGE Local 225. The payroll office agrees to stamp date all request for revocation on the date received in the payroll office.

SECTION 6. REMITTANCE OF DUES WITHHELD:

The Employer agrees to have the Payroll Servicing Office prepare a bi-weekly remittance check at the close of each pay period (for which deductions are made) and mail it to the American Federation of Government Employees, Local 225. The check will be for the total amount of dues withheld for that period together with a listing of names and amounts withheld. The Union will be provided a copy of revocations SF 1188 or signed statement with the above listing during the pay period in which the revocation became effective. The President of the Union will immediately notify, in writing, the Servicing Payroll Office of any change in name or mailing address of the Union designated responsible for Voluntary Allotment of Union Dues. Upon receipt of the bi-weekly remittance check by the Union, and there are questions/discrepancies concerning the amount remitted, they must be presented In writing to the Payroll Servicing Office within thirty (30) calendar days after receipt of the bi-weekly remittance check. The listing will provide the following Information; employee names, amounts deducted and In addition, notations will be made Indicating new authorization, separation, suspension, revocation, transfer out, leave without pay, adjustment, etc.,

ARTICLE VIII – PUBLICATION OF AGREEMENT/OREINTATION OF NEW EMPLOYEES

SECTION 1. PUBLICATION OF AGREEMENT:

It is agreed that ARDEC will prepare and print the contract at no charge to the Union. The contract will have AFGE and ARDEC shields respectively on the cover, will have a gold cover and black Ink on white standard size paper. The Employer agrees to furnish the .union with 300 copies of this agreement. The Union agrees to furnish a copy of this negotiated agreement to the new employee during orientation or upon the employee's request

SECTION 2. ORIENTATION OF NEW EMPLOYEES:

Newemployees, when processing in at the Personnel Office, will be provided a welcoming letter from the Union as a part of the new employee orientation materials. Such letter will note that the Employer allows the new employee one hour during the first day of work to visit the union office, for the purpose of orientation and receiving a copy of this Agreement from the Union. If the new employee prefers not to visit the Union office, the Employer will request that he/she furnish a written and signed statement indicating his/her preference. The Employer agrees to provide, upon receipt, a copy of such statement to the Union.

ARTICLE IX – PAST PRACTICES

The parties agree that any prior benefits, procedure or prevailing practices which ore directly related to conditions of employment of unit employees and are not covered in his Agreement, shall not be changed, modified or terminated unless mutually negotiated by the parties. In the event that the Union alleges that, a post practice has been changed by management, the union will notify management that it wants to negotiate the practice. The practice shall be reinstated until such time as the practice is terminated or modified through negotiations, unless management contests negotiability of the practice.

In the event that the union alleges that a past practice has been changed by management, the union will notify management that it wants to negotiate the practice. The past practice shall be reinstated until such time as the practice is terminated or modified through negotiations. If, however, management asserts that the union's proposal in regards to the past practice is non-negotiable, the change to the practice may continue.

RIGHTS AND OBLIGATIONS

ARTICLE X – MUTUAL OBLIGATION

SECTION 1. GOOD FAITH IN NEGOTIATIONS:

The duty of the Employer and the Union to negotiate in good faith shall include the obligation:

a. To approach the negotiations with a sincere resolve;

b. To reach a collective bargaining agreement;

To be represented at the negotiations by duly authorized representatives prepared to discuss conditions of employment, to meet at reasonable times and convenient places as frequently as may be necessary, to avoid unnecessary delays.

SECTION 2. CODE OF FAIR LABOR PRACTICES:

The Employer and the Union agree to be bound by the provisions of 5 USC 7116. Alleged violations may be raised under the negotiated grievance procedure or a ULP but not by both. Issues which can properly be raised under an appeals procedure may not be raised as unfair labor practices.

SECTION 3. INTERPRETATION OF THE AGREEMENT:

First line supervisors and shop stewards will confer as required to assure uniform interpretation, understanding, and implementation of the Agreement. In the event of conflict in the interpretation of the Agreement, both supervisor and shop steward will refer the matter for clarification to the next higher echelon in their respective organizations. Both the Employer and the Union, prior to filing an Unfair Labor Practice Charge with the Federal Labor Relations Authority, will notify the other party, against whom the charge is directed, of the specific complaint. Both parties agree that the attempts to informally resolve the matter at issue will be made where possible.

SECTION 4. COOPERATION TO IMPROVE PERFORMANCE:

It is the responsibility of the Employer and the union to cooperate fully in the performance of the Non-Appropriated Fund Activities. However, it is recognized that the focus of concern of the Employer is on employee performance, profits and operations, as well as employee rights, while the focus of concern of the union is on the rights of the employees, and these divergent views may, at time be in conflict.

SECTION 5. INFORMAL RESOLUTION OF UNFAIR LABOR PRACTICES:

Both the Employer and the Union, prior to filing an Unfair Labor Practice Charge with the Federal Labor Relations Authority, will notify the other party, against whom the charge is directed, of the specific complaint. Both parties agree that the attempts to informally resolve the matter at issue will be made where possible.

ARTICLE XI – EMPLOYEE RIGHTS

SECTION 1:

Each employee shall have the right to form, join, or assist any labor organization, 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 rights. Except otherwise provided under Civil Service Reform Act, such right includes the right:

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

and

b. To engage in collective bargaining with respect to conditions of employment through representative chose by employees.

SECTION 2:

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

SECTION 3:

An employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials, in accordance with applicable laws, regulations, or established policies and to choose his/her own personal representative in a grievance or appeal action not subject to review under the negotiated grievance procedure. However, the union shall be given the opportunity to be represented at any formal discussion between one or more employees of the unit or their representative concerning any grievance or any personnel policy or practices or other general conditions of employment. Under the negotiated grievance procedure, an employee or group of employees may present at a grievance in their own behalf or be represented by the union.

SECTION 4:

The Union will be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action and the employee requests representation.

ARTICLE XII - UNION RIGHTS

SECTION 1:

The Union, as the exclusive representative of employees in the unit, is entitled to act for and to negotiate collective bargaining agreements covering all employees in the unit concerning conditions of employment. The union also has the right to be informed and to request negotiations on the impact of any management policy that affects unit employees. The union also may request negotiations on the procedures that will be utilized on the exercise of any reserved management right and the arrangements for employees adversely affected by the exercise of a reserved management right. If management believes that the negotiation procedure (mediation/impasse) will result in undue delay which would have an adverse effect on the efficiency of government operations, management may unilaterally submit the dispute

to interest arbitration using the alternate arbitration procedure specified in Article XVII. The Employer will select the arbitrator. All costs for such arbitration shall be borne by the Employer.

SECTION 2:

The Union shall have the right to consult and/or negotiate, as appropriate, with the Employer, either orally or in writing, and to have its views considered in the formulation, development and implementation of personnel policies and practices and matters affecting conditions of employment, which are within the discretion of the Employer.

SECTION 3:

The Union, as the exclusive representative of employees in the unit, shall be given the opportunity to be represented at:

a. 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 or practices or other general condition of employment; or

b. Any examination of any employee in the unit by a representative of the agency in connection with an investigation if

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

(2) The employee requests representation.

ARTICLE XIII – EMPLOYEE RIGHTS

(a) Subject to subsection (b) of this article, nothing in this Agreement shall affect the authority of any management official of the, Employer

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

(2) In accordance with applicable laws -

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

(b) To assign work to make determinations with respect to contracting out and to determine the personnel by which agency operations shall be conducted.

(c) With respect to filling positions, to make selections for appointments from

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

(ii) any other appropriate sources; and

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

(b) Nothing in this section shall preclude the Employer and the Union from negotiating

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

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

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

ARTICLE XIV – UNION OBLIGATION

Responsibilities - Union Official are responsible:

a. To consult and/or negotiate for the employees in the unit with representatives of the Employer in matters authorized in the Agreement.

b. To encourage all employees in the unit to make a diligent and serious attempt to resolve issues at the first line supervisory level.

c. To ascertain that dissatisfactions are properly supported by material which is appropriate and accurate before formally submitting them to supervisors,

d. To make a maximum effort to meet the responsibilities placed upon them by 5 USC Chapter 711 with the understanding that the Employers will do likewise.

e. The Union has the obligation to assure that all Union officials and stewards are aware of the rights and obligations of both parties and the contents of the Agreement to insure a climate of cooperation in the execution and administration of the Agreement.

f. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

ARTICLE XV – EMPLOYER’S OBLIGATION

SECTION 1:

(a) The Employer agrees not to effect changes in otherwise negotiable

conditions of employment which affect the unit without first providing the union with sufficient notice of its intent to implement the changes so that the union is afforded a reasonable opportunity to request negotiations.

(b) Prior to effecting changes in non-negotiable conditions of employment which affect the unit, the employee will notify the union of its intent to implement the changes so that the union is afforded a reasonable opportunity to request negotiations with respect to impact and implementation. If management believes that the negotiation procedure (mediation/impasse) will result in undue delay which would have an adverse effect on the efficiency of government operations, management may unilaterally submit the dispute to interest arbitration using the alternate arbitration procedure specified in Article XVII. The Employer will select the arbitrator. All costs for such arbitration shall be borne by the Employer,

SECTION 2. NON -DISCRIMINATION AND ENFORCEMENT OF DIRECTIVES:

The Employer will enforce all policies, rules and regulations on an equitable basis and ensure that there is no discrimination in any action based on race, creed, color, sex, religion, age, national origin or handicap.

SECTION 3. FURNISHING OF DATA TO UNION:

The Employer agrees to furnish to the union during negotiations, upon request and to the extent not prohibited by law, data:

a. Which is normally maintained by the Employer in the regular course of business;

b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining;

and

c. Which does not constitute guidance, advice, counsel, or training for management officials or supervisors, relating to collective bargaining.

ARTICLE XVI – EMPLOYER-UNION COOPERATION

SECTION 1:

The Parties mutually agree that the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved management/employee performance and efficiency. In pursuit of this goal, technological progress and the economical use of human and other resources is of mutual concern to the Parties.

SECTION 2:

In realization of the effects of wasteful abuse of energy upon the productivity of the Center, the Union agrees to promote and support local efforts to conserve energy resources through the economical use of electricity, gas, oil, water, paper, etc.; support of paper recycling projects; and carpooling, when not detrimental to the morale and well-being of unit employees, and subject to the requirements of Article XII, Union Rights.

SECTION 3:

The Parties agree to support fully the Combined Federal Campaign Fund Drive. To that end, a joint effort will be made to ensure the success of the program. The Union will be present at all meetings to establish goals and the methods to be used in attaining the objectives of the program. Both Union and Management recognize the importance of this program and the Employer will make available sufficient labor-management time to ensure the program is carried out. Recognizing that support of the Combined Charities Drive improves the image of the Federal Government and its employees, all public relations will recognize the joint effort between the

Union and Management. The Union endorsement of the program will be distributed with the campaign literature.

SECTION 4:

Both parties agree to encourage the work force to participate in the Blood Donor Programs.

SECTION 5:

Both Parties agree to support the Employee Assistance Program and its aims of counseling troubled employees and assisting them in problem solving both at work and at home. Both parties recognize that this program is strictly voluntary on the employee's part.

SECTION 6:

Both parties agree to support the Selective Placement Program which is designed to assist qualified handicapped individuals and disabled veterans in obtaining Federal employment consistent with their level of skills and abilities and their capacity for safe, efficient job performance; and to provide equal opportunity for such employees in selection, training and upward mobility and merit promotion. Emphasis is on ability rather than disability and on training and rehabilitation efforts and the elimination of barriers to job opportunities and advancement.

GRIEVANCE/ARBITRATION PROCEDURE

ARTICLE XVII – GRIEVANCE/ARBITRATION PROCEDURE

SECTION 1. PURPOSE:

The purpose of this article is to provide for a mutually acceptable method for the expeditious and equitable settlement of grievances including questions of grievability/arbitrability.

The grievance procedure agreed upon herein by the parties shall be the exclusive procedure available to the Employer, the Union and employees in the bargaining unit, for resolving grievances which fall within its coverage.

This grievance procedure assures the exclusive representative the right, on its' own behalf or on behalf of any employee in the unit represented by the exclusive representative, to prepare, present and process grievances.

Any grievance not satisfactorily settled under this grievance procedure shall be subject to binding arbitration which may be invoked by only the union or the Employer.

SECTION 2. SCOPE:

For the purpose of this Agreement, a grievance is defined as any dissatisfaction, dispute or complaint by an employee or the Union against the Employer; or any dissatisfaction, dispute or complaint by the Employer against the Union which specifically involves any matter involving the interpretation and/or application of 'the terms of this Agreement only.

This procedure will cover all grievances concerned with the application and interpretation of this Agreement except the following:

(1) Any claimed violation of Subchapter III of Chapter 73 of this title, relating to prohibited political activities.

(2) Retirement, life insurance, or health insurance.

(3) A suspension or removal processed under Section 7532 of this title.

(4) Any examination, certification, or appointment.

(5) The classification of any position which does not result in the reduction in grade or pay of an employee.

(6) Termination of probationary employees.

(7) Performance Awards (Quality Increases, Sustained Superior Performance, and other honorary) are supervisor initiated and awarded at management discretion, based upon applicable criteria provided in regulations. Failure to receive such an award is not a basis for a grievance or complaint. Management actions in connection with suggestions are subject to grievance procedures only when a violation of the applicable provisions of the pertinent regulation has occurred.

(8) Termination of temporary promotion for other than arbitrary or capricious reasons.

(9) Non-selection for promotion from a list of properly ranked and certified candidates.

(10) An Outstanding or excellent performance rating.

SECTION 3: GRIEVANCE REPRESENTATION:

(1) Union Rights: An employee or group of employees in the unit may be represented by the Union in filing a grievance under this negotiated grievance procedure. The exclusive representative has the right to present and process grievances either on its own behalf, on behalf of any employee; or on behalf of a group of employees requesting union representation in the unit.

(2) Employee Rights: An employee has the right to present a grievance under the negotiated grievance procedure on his own behalf without union representation, but the Union has the right to be present during all grievance proceeding(s).

(3) Employer Rights: The Employer has the right to present and process grievances against the Union under the negotiated grievance procedure over the interpretation or application of the collective bargaining agreement.

SECTION 4. QUESTIONS OF GRIEVABILITY/ARBITRABILITY:

In the event the Union or the Employer should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the expiration of the time limit for the written answer in Step 3 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

SECTION 5. EMPLOYEE GRIEVANCES:

Most grievances arise from misunderstanding misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Union and the Employer encourage employees to discuss problems with their immediate supervisor in an attempt to informally resolve the matter prior to filing a grievance. The Employer and the Union agree that every effort will be made by management and employees to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filling of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, or loyalty or desirability to the organization. Similarly, the occurrences of occasional grievances will not be construed as reflecting unfavorably on the quality of supervision or on the general management of an organization. Reasonable time during working hours will be allowed for employees and Union representatives in accordance with Article XIX; Use of Official Time, during the time the employee would otherwise be in a normal duty status, to prepare and present grievances, including the attendance at meetings with management officials. If so desired, the grievant does not have to be present at any of the grievance meetings specified in the following procedures.

STEP 1 – INFORMAL GRIEVANCE.

In an effort to resolve grievances arising from misunderstandings or dissatisfactions, the grievance should be taken up orally by the concerned employee and the immediate supervisor in an attempt to resolve the matter at the lowest possible level. Grievances must be presented as soon as possible, but

within thirty calendar days from the date of the event that cause the employee to be aggrieved, or from the date on which the employee or the Union reasonably should have known of the event. Prior to scheduling a first step grievance meeting, the employee must inform the supervisor that the complaint constitutes a grievance. The employee may request union representation at the informal attempt to resolve the grievance. If the employee does not request union representation, the employer must provide the exclusive representative with the opportunity to attend all grievance meetings. The supervisor will respond orally to the employee's grievance as soon as possible, but no later than five calendar days.

STEP 2.

If the matter is not satisfactorily resolved following the informal resolution efforts, the employee(s) and/or union representative may, within seven calendar days after the first step decision submit the grievance in writing to the second level (and furnish a copy to Management-Employee Relations). The description of the grievance must include but is not limited to the following:

- (a) The name(s) of the grievant(s).
- (b) The alleged action or omission of the party.
- (c) Citation of the applicable section(s) of the Agreement, law or regulation as appropriate.
- (d) The actual date of the alleged action or omission of the other party.
- (e) The name(s) of the management official(s) to whom the grievance has been presented for resolution.
- (f) The specific relief or corrective action requested.
- (g) The name of the designated AFGE representative (if known at the time), or if no AFGE representative is desired, a statement to that effect.

The second level official shall meet with the grievant(s) and Union representative (as appropriate) within 7 calendar days after receipt of the written grievance. The second level official shall provide his/her written decision within 7 calendar days after the meeting.

STEP 3.

If the grievance is not settled at the second level, the union representative or employee may, within 7 calendar days after the second step decision, forward the grievance to the Office of the Commander for further consideration. A meeting will be held only by the mutual consent of the employee or union representative and the third level management official. The Office of the Commander will give the union representative and/or employee a written decision letter within thirty (30) calendar days after receipt of the grievance. The decision letter will contain the basis for the decision.

STEP 4.

If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to arbitration. Refer to Section 13, Arbitration.

Grievance Meetings: The Union shall have the right to select a meeting site within ARDEC (Dover) for all second step meetings. Management shall have the right to select a meeting site within ARDEC (Dover) for all third step meetings.

SECTION 6. UNION GRIEVANCE(S) ON POLICY:

A union grievance is defined as a dispute over the interpretation or application of this Agreement where no form of relief that is personal to a unit employee is appropriate. A union grievance shall be submitted in writing to the Office of the Commander (which shall substantially follow the format of an employee grievance) by the union designee within thirty (30) calendar days from the date of the incident or event giving rise to the grievance. An information copy should be furnished to Management-Employee Relations. The grievance will then be processed as described in Step 3 of Section 5. Upon timely request the Employer may request and be granted an automatic ten day extension of time. Further time extensions must be by mutual agreement.

SECTION 7. EMPLOYER GRIEVANCE(S):

An Employer's grievance over the interpretation or application of this Agreement shall be submitted by the Commander in writing to the Union President within thirty (30) calendar days of the date of the incident or event giving rise to the grievance. The Union President will meet with the Commander, or designated representative, within seven (7) calendar days of receipt of the written grievance and attempt to resolve the dispute. The Union President shall review the grievance and provide a written decision within thirty (30) calendar days after receipt of the grievance to the Commander. Upon timely request the Union may request and be granted an automatic ten day extension of time, Further time extensions must be by mutual agreement.

SECTION 8. GROUP GRIEVANCE(S):

If two or more unit member employees request Union representation in pursuing substantially identical grievances under this grievance procedure, the grievance will be pursued and processed collectively by the Union where possible.

SECTION 9. DEFINITION OF LEVELS:

For the purpose of the grievance procedure, the levels mentioned in Section 5 are defined as follows:

FIRST LEVEL – Immediate Supervisor

SECOND LEVEL – Employer representative (below Commander) normally having authority to make decisions on the matter involved in the grievance.

(NOTE: Grievances misdirected for whatever reasons at the second level must be redirected by management to the appropriate second level official within 5 calendar days. The time necessary to redirect the grievance will not be included in the filing time or responsible time to the extent that the delay is no longer than 5 calendar days).

THIRD LEVEL – Commander or designated representative.

SECTION 10. RESOLUTION OF GRIEVANCE:

If a satisfactory settlement is reached at any step of the formal grievance procedure, short of arbitration, the decision will be put in writing, stating the issue involved, the conclusions

reached and the settlement agreed upon. The written decision will be prepared and signed by the principal management representative. The party or employee initiating the grievance will sign a statement that the grievance has been resolved to their satisfaction. The agreed upon settlement is binding on all parties provided it does not conflict with applicable laws, Government-wide or Army regulations and provisions of this Agreement.

SECTION 11:

Failure of the Employer or the Union to answer grievances within the time limits specified herein will permit the grievance to be referred to the next succeeding step of the procedure as though the time limits had been met. Extensions of time limitations may be granted by mutual consent. If the Employer's decision at the 3rd step of the negotiated grievance procedure is untimely which results in the Union invoking arbitration, the Employer agrees to pay the American Arbitration Association the entire cost for the list of arbitrators, and the Union has the right to select the arbitrator. A grievance shall be considered settled on the basis of the last decision rendered if neither the grievant, the Union or the Employer takes action within the prescribed time limits for each step. The Employer and the union may mutually agree in writing to waive any step in this procedure.

SECTION 12. ACCESS TO OFFICIAL RECORDS AND REGULATIONS:

(a) The Employer shall, upon request, and in accordance with the Privacy Act and, the latest judicial and government wide interpretations thereof furnish the Union representative relevant and necessary information from official personnel records. Similar consideration in regard to furnishing relevant records will be given by the Union to the Employer. In addition, the Union representative will be provided full access to, and, where feasible, extracts or copies of all relevant personnel regulations.

(b) The Union and the Employer agree that such requests for records and information will be limited to that information necessary to process a formal grievance and that such request be submitted in a timely manner prior to formalizing a grievance. The Employer and the Union will be given reasonable time to produce such records without penalty with respect to the negotiated time frames to process a grievance.

SECTION 13. ARBITRATION:

If the Employer and the Union fail to settle any employee, employer or union grievance processed under the negotiated grievance procedure, such grievance may be submitted by either party to arbitration within thirty calendar days after the issuance of the third step decision. The Union or the Employer will notify the other party as soon as possible of the intent to invoke arbitration.

SECTION 14. SOURCE OF ARBITRATORS:

In the event arbitration is invoked, the American Arbitration Association shall be requested to submit a list of at least five impartial persons qualified to act as arbitrators. The parties shall meet within three workdays after receipt of such list. If they cannot agree upon one of the listed arbitrators, then the Employer, and the Union will each strike one arbitrator's name from the list and will then repeat this procedure. Who strikes first will be determined by a flip of a coin. The remaining person shall be the selected arbitrator. (Refer to Section 11).

SECTION 15. UNILATERAL RIGHT TO SELECT ARBITRATOR:

In the event either party refuses to participate in the selection of an arbitrator, the other party may make the selection (Refer to Section 11).

SECTION 16. MULTIPLE ISSUE ARBITRATION:

More than one issue may be presented at a single arbitration hearing only by mutual consent and only if the issues are related. If this procedure is utilized, the times for submission to arbitration shall be extended if necessary except for the last issue to be combined. No extension of time for submission to arbitration under this section shall exceed ninety days.

SECTION 17. ARBITRATION COST:

The arbitrator's fee and the expenses of the arbitrator, if any, shall be borne equally by the Employer and the Union. Bargaining unit employees that participate in the arbitration hearing shall be in a duty status (during the time the employee would otherwise be in a duty status). Government witnesses may be called by either party. Each party shall have no more than four persons at the hearing, one of which shall be designated by each side as spokesperson. Only on important issues where future relationships could be materially affected will the Union or the Employer file post hearing briefs.

SECTION 18. ARBITRATOR'S AUTHORITY:

The arbitrator shall have the authority to interpret this Agreement as necessary to render a decision as set forth in this procedure. The arbitrator shall have no authority to add or modify any terms of this Agreement or published agency policy, rule, regulation, and regulations of authorities outside the agency.

SECTION 19. HEARING SITE:

The Employer and the Union shall each alternately have the right to select the site of the arbitration, that is the Union shall select the site for the first arbitration after the effective date of this Agreement, the employer shall select the site for the second arbitration and so on, alternating thereafter. The site selected for the arbitration hearing shall not be further than fifteen miles from the main gate of ARDEC (Dover Site). The Union agrees to pay mileage expenses for all official duty personnel to and from off-site meeting locations in accordance with the rates as prescribed in Joint Travel Regulations, Volume II.

SECTION 20. PROCEDURE FOR CLARIFICATION OF ARBITRATOR'S AWARD:

If there is any dispute over the interpretation of an arbitrator's award, either party may submit the questions of interpretation to the arbitrator for clarification within 10 calendar days following receipt of the award.

SECTION 21. IMPLEMENTATION OF ARBITRATOR'S:

The arbitrator's award shall be accepted and complied with by the parties unless either party files exception(s) to an award with the Federal Labor Relations Authority, under regulations prescribed by the authority and the procedures applicable to each of the parties. The arbitrator will date the award on the date such award is mailed.

SECTION 22. ALTERNATE HEARING PROCEDURE:

In lieu of the hearing procedures prescribed by the American Arbitration Association's Voluntary Labor Arbitration Rules dated 1 June 1970, and in order to facilitate arbitrations

which have relatively simple facts and issues, the arbitration hearing will be conducted under the following rules if the parties so elect and agree in writing before the hearings:

- a. Develop a joint statement of facts.
- b. No transcript of the hearing shall be made or requested.
- c. Witnesses may be called by either party. Witnesses may attend the hearing only during the period they are testifying.
- d. Exhibits may be submitted by either party, or joint exhibits may be submitted.
- e. Each party shall have no more than three persons at the hearing, one of which shall be designated by each side as spokesperson.
- f. The arbitrator shall make his award in writing, but no supporting opinion shall be required unless requested by both parties.
- g. Arguments may be presented orally or in writing at the hearing. No post hearing briefs or exhibits will be accepted by the arbitrator.
- h. The arbitrator shall be the Judge of the relevance and materiality of the evidence offered a conformity to legal rules of evidence shall not be necessary.

MISCELLANEOUS PROVISIONS

ARTICLE XVIII – POLICIES FOR CONDUCT OF UNION BUSINESS

SECTION 1.

When communications are to be exchanged relative to negotiations and contract administration involving this Agreement, such communications shall be exchanged between the Labor Relations Section for the Employer and the President of Local 225, AFGE for the Union. It is agreed that the normal point of contact between the Employer and the Union for the purpose of discussing questions that may arise concerning the general administration and interpretation of the Agreement, or Union matters involved in day-to-day relations between the parties shall be for the Union, the duly elected President of the unit or designated representative; for the Employer, the Labor Relations Section or designated representative.

SECTION 2. FACILITIES, COMMUNICATION, NOTICES:

- a. The Employer agrees to allow the Union the use of the ARDEC (Dover site) mail delivery service for the purpose of communications on Union-Employer matters. The Employer agrees to allow the use of the ARDEC (Dover site) mail delivery service for distribution of Union correspondence (excluding correspondence relating to the internal business of the Union),

- b. The Employer will consider each item submitted by the Union, for proposed publication in the ARDEC Voice.

- c. Union officials shall be permitted to use Class "C" Government telephones provided by the Agency to conduct appropriate labor-management business.

- d. Commercial (NJ Bell) "A-3" phone service is available for use by the Union. The cost of this service will be borne by the Union.

SECTION 3. BULLETIN BOARDS:

The Employer agrees to extend complete freedom to the Union without prior management approval of Union literature on Union bulletin boards installed at mutually agreeable locations. If the Union posts any material that the Employer believes violates either law or good taste, management will request that the Union remove it. Disputes as to whether particular material violates law or good taste may

be submitted by management to grievance/arbitration. Literature or other information posted on official bulletin boards will not relate to any partisan political matters; violate any law or security of the Employer; contain vulgar, abusive or libelous material; nor reflect on the integrity or motive of any individual; employee or organization or the Federal Government. All costs incident to the preparation and production of the Union's material will be borne by the Union.

SECTION 4. REGULATIONS:

The Employer agrees to provide the Union, at no cost, with one copy each of ARDEC Civilian Personnel regulations, CPR's and Army Regulation 215 series, and changes thereto, applicable to NAF employees at the ARDEC (Dover site).

SECTION 5.

The Employer shall provide a list of the names, titles, series code, grade of appointment and organizational element of all unit employees on a quarterly basis without charge. The cost of preparation of any additional listings shall be at the Union's expense.

SECTION 6.

Verbal requests by the Union for information from the Employer shall be responded to with verbal replies. All requests for written information shall be in writing and signed by an official of the Union.

ARTICLE XIX – UNION REPRESENTATION AND OFFICIAL ENTITLEMENTS

SECTION 1.

The Union, as the exclusive representative of the employees in the unit, is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

SECTION 2.

The Union agrees to furnish the Employer a complete written list of officers and stewards and a description of the representation function performed. A list of officers will be submitted upon their election and a list of stewards upon their designation, or change. Only those officers and stewards who have been designated by the Union will be recognized by the Employer. Within five workdays of election, designation or change, the list of officers and stewards will be delivered to the Labor Relations Section.

SECTION 3.

The Union agrees to designate not more than five representatives of the NAF bargaining unit by title as individuals entitled to use official time without charge to leave or loss of pay in accordance with this article and other applicable provisions of this Agreement. If the designated NAF representatives are unavailable due to scheduled/emergency leave, or if the Employer cannot release NAF representatives, the Union may substitute another duly designated representative to handle immediate problems in the working relationship. All substituted representatives who utilize official time under the collective bargaining agreement must record the use of official time consistent with the provisions of this article.

SECTION 4.

The employer agrees to provide a block of official time (limited to forty percent of one man year) for each year of contract to be utilized by designated representatives of the NAF unit to perform representation and contract administration activities. No NAF employee may utilize more than twenty-five percent (25%) of the total authorized official time allowed above.

SECTION 5.

The determination as to the appropriate time for release from duty will necessarily depend on the facts and circumstances of each individual situation and approving supervisors shall be guided by the following:

Approval should normally be reserved for such times as will cause minimum interference in the performance of regular duties,

All time spent on representational business shall be recorded under the Employer's timekeeping system devised by management.

SECTION 6.

Union officials/stewards are entitled to utilize official time without charge to leave or loss of pay (during the time that he/she would otherwise be in a duty status) for authorized representation and contract administration activities in accordance with this article and other pertinent provisions of this Agreement.

The following activities are not included in the block of official time:

- a. Attendance at contract negotiations and third party neutral hearings connect there with.
- b. Attendance at Union sponsored training.
- c. Participation in NAF wage survey.
- d. Attendance at third party neutral proceedings connected with disputes covered by this agreement.
- e. Join labor-management committee assignments.
- f. Consultation meetings at management's request.

SECTION 7.

It is agreed that activities concerned with internal management of the labor organization (including the solicitation of membership, elections of labor organization officials and collection of dues, and activities not specifically authorized by the terms of this Agreement) shall be performed only during the off-duty hours of the Union representatives and employees concerned.

SECTION 8.

Designated representatives planning to utilize official time on a daily recurring basis shall work out a mutually agreeable schedule for use of such time with their respective supervisor. Those designated representatives not utilizing time on a daily recurring basis shall, when desirous of leaving the work site to engage in approved representation or contract administration activities during duty hours, first obtain the permission of the supervisor and provide the supervisor with enough information in order to make a valid determination whether the request for official time is allowable. If the supervisor determines that the officer/steward cannot be released. If the supervisor cannot release the officer/steward at that time, the supervisor will advise the officer/steward of a time when he/she can be released from duty within a twenty-four hour period. Where delays in presenting grievances are caused by the supervisor's inability to release the union representatives, and substitutes are unavailable, additional grievance processing time will be granted. Union officers/stewards will report to their supervisor upon return to the work site.

SECTION 9.

An employee desiring to leave the work site to secure the advice and assistance of the union officer/steward shall first obtain the permission of the supervisor and provide the supervisor with enough information in order to make a valid determination whether the request for official time is allowable. If the supervisor determines that the employee's presence is necessary to meet the needs of the Employer, the employee cannot be released. If the supervisor cannot release the employee at that time, the supervisor will advise the employee of a time when he/she can be released from duty within a twenty-four hour period. Where delays in presenting grievances are caused by the supervisor's inability to release the employee, additional grievance processing time will be granted. The employee will report to his/her supervisor upon return to the work site.

SECTION 10.

In order to account for the total hours and usages spent by Union officers and stewards in accordance with approved representation and contract administration activities (Section 6), the following procedures will be followed. The Official Time Report (OTR) will be

completed by the supervisor based on information furnished by the union representative. On a weekly basis the union representative will review and sign the OTR. The OTR is designed to be used for all excused absences. In the event a recurring problem exists and the use of the OTR is therefore ineffective and inefficient, the supervisor and the Union Officer/steward, or employee (as appropriate) may work out an alternate arrangement for the frequency of uses of the OTR. Inasmuch as it is the supervisor's ultimate responsibility to know the whereabouts of his/her employees, final authority resides with the supervisor if alternate arrangements are not mutually satisfactory. A tabulation of official time shall be furnished to the Union every four months.

SECTION 11.

The Union agrees to verbally notify the Labor Relations Section in advance of scheduled visits of AFGE representatives who are not ARDEC employees with the exception of the National representative assigned to service Local 225. Upon providing proper identification to Visitors Control, a temporary pass will be issued.

SECTION 12.

The official time provisions in this contract will apply only to bargaining unit members.

ARTICLE XX – ADMINISTRATIVE LEAVE, EXCUSED ABSENCES, AND OTHER OPTIONS

SECTION 1. POLICY AND PROPOSAL:

The policy of filling all NAF positions with the Best Qualified persons available will be observed. When filling newly established or vacated positions, the qualifications of all applicants will be reviewed and evaluated including those of employees currently on the rolls. The parties agree that the Employer Merit Promotion Plan will be applied on a fair and equitable basis. The purpose of the article is to supplement the existing plan (i.e. AR 21.5-2), as applicable to the unit, in the following described manner.

SECTION 2. AREA OF CONSIDERATION:

With respect to filling positions, the Employer retains the authority to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source. When a vacancy occurs, a notice of the opportunity will be posted on all non-appropriated fund bulletin boards for at least 14 calendar days prior to the closing date of acceptance of applications for the vacancy. The rating and ranking process described herein applies only to current NAF employees applying for promotions. Veteran's preference will apply when filling a position from the outside, including ARDEC appropriated fund employees, if all of the highly qualified candidates are unacceptable to the selecting official and persuasive reasons have been prepared by the selecting official and approved by the CPO, or if there are less than three highly qualified candidates, the selecting official may request from the ARDEC CPO that the area of consideration be expanded.

SECTION 3. DETERMINING BASIC ELIGIBILITY:

All qualification requirements must be contained in the announcement. Such requirements must be essential to the proper performance of the duties of the position. Those involved in the screening process will not consider any grievance actions contained in the records of any candidate. The entire Merit Promotion Article applies only to internal candidates.

SECTION 4. REFERRAL SELECTIONS:

A list of not more than five best qualified candidates will be forwarded to the selecting supervisor, plus an additional best qualified candidate for each additional vacancy to be filled from the same announcement.

SECTION 5. EFFECTIVE DATE OF PROMOTION:

The Personnel Office will make every effort to make the effective date of promotions on the first day of the first pay period beginning subsequent to the date that the referral list with the supervisor's selection has been delivered to the Personnel Office. The Referral and Selection Register will be returned to the CPO with the selection within fourteen (14) calendar days after it has been received by the selecting supervisor unless an extension has been granted by the Civilian Personnel Office for good cause.

SECTION 6. INFORMATION TO APPLICANTS:

After the selection has been made, all qualified will be notified by the Civilian Personnel Office as to whether they were highly qualified or qualified. Applicants who were ineligible, will be informed of

the reasons for their ineligibility prior to convening the rating panel or issuance of a referral list as appropriate.

SECTION 7. APPLICATION FOR PROMOTION:

An employee becomes an applicant by completing SMCAR Form 3007. If an employee has previously applied under a vacancy announcement within the past year, he/she need not have a new supervisory appraisal completed as long as he/she is performing in the same position as when last appraised. The employee may elect to have a new appraisal completed if he/she so chooses. If an appraisal is necessary or desired, the employee must submit his/her application to the immediate supervisor who will fill out his/her portion and in turn forward it to the reviewing supervisor. Upon completion by the reviewing supervisor it will be returned to the employee for signature and possible comment, and then forward by the employee to the Civilian Personnel Office.

SECTION 8. TEMPORARY PROMOTION:

If an employee is assigned to a higher graded position and the is expected to last more than 45 days but not more than 120 days in a twelve month period, such employee shall receive a temporary promotion to that position effective on the forty-sixth day provided that the employee meets all the qualifications for the position. No employee will be detailed to a higher graded position for more than forty five days without the processing of a temporary promote. "Paper Work" for such temporary promotions will be processed so as to reach the CPO within fourteen calendar days. Temporary promotions of from 45 to 120 days will be processed as a non-competitive action.

SECTION 9. RELEASE DATE:

If an employee is assigned to a higher graded position and the is expected to last more than 45 days but not more than 120 days in a twelve month period, such employee shall receive a temporary promotion to that position effective on the forty-sixth day provided that the employee meets all the qualifications for the position. No employee will be detailed to a higher graded position for more than forty five days without the processing of a temporary promote. "Paper Work" for such temporary promotions will be processed so as to reach the CPO within fourteen calendar days. Temporary promotions of from 45 to 120 days will be processed as a non-competitive action.

SECTION 10:

The Employer will not rotate employees through a higher graded position or through a set of duties that has been evaluated at a higher grade than that of the employees' permanent position solely to avoid the processing of a temporary promotion.

ARTICLE XXI – REDUCTION IN FORCE

SECTION 1. COMPETITIVE AREA:

All RDEC NAF's shall be in the same competitive area for the purpose of a reduction in force.

SECTION 2. COMPETITIVE LEVEL:

A competitive level consists of all positions within the competitive area which are sufficiently alike in duties, responsibilities, requirements, pay, grad, and terms of appointment (part-time, full-time, etc.) to be considered interchangeable. Position descriptions shall not be altered solely to protect an individual in a reduction in force nor shall separate competitive levels be established solely to protect an individual in a reduction in force.

SECTION 3. UNION'S RIGHT TO BE INFORMED:

All reduction in force actions which results in the reduction or relocation of fifty or more employees require notification to affected labor organizations, employees, and the public in that order. The Union will be notified as soon as practical after HQDA approves the proposed reduction and realignment actions and prior to the initial announcement of the RIF to employees. In all reduction in force actions which result in the reduction or relocation of less than fifty employees, the Union will be notified of the decision no later than fifteen days prior to the initial announcement of the reduction in force to employees. At that point the Union shall have the right to consult on the reduction in force.

SECTION 4. PLACEMENT EFFORTS:

In an effort to assist NAF employees affected in a reduction in force, the Employer will give concurrent consideration to affected NASF employees for vacancies that are being filled in the competitive service

provided the applicant is within reach of an OPM certificate of eligible. Further, if an affected employee who cannot be placed in another NAF position indicates interest in employment in the local area, the Civilian Personnel Office will advise a reasonable number of local employers and employment offices of the employee's availability. The Civilian Personnel Office will also advise and assist in the employee in making application for employment.

SECTION 5. GRADE AND PAY TETENTION:

Any NAF employees affected in a reduction in force shall have their grade and pay retained in accordance with the provisions of AR 215-3.

SECTION 6. RIF PROCEDURES:

In the event of Reduction in Force, the Employer will furnish to the Union a copy of all retention registers. The parties agree that the reduction in force procedures established in AR 215-3 are controlling. In offering a vacant position, consideration will first be given to an available position with a representative rate equal to or as near as possible to the existing representative rate. Other considerations such as tour of duty, and location of position will be considered in determining the offer when the representative rate of two vacant position are equal.

The parties agree that tied scores on a retention register will be broken by use of the following criteria in the sequence listed.

- a. The individual who volunteers in writing to be separated from the competitive level. If more than one volunteer with the same SCD must be separated from the competitive level, the lesser offer will be made to the affected employee who volunteers in writing to take the lesser offer.
- b. Length of service in the current position.
- c. Completion of one year of honorable military service.

SECTION 7. REPROMOTION RIGHTS:

Any employee adversely affected in a reduction in force shall be accorded repromotion rights. The employee shall have the right to special consideration prior to filling the job by any other means other than the placement of surplus personnel. In the case of special consideration, the employee normally should expect to be repromoted unless persuasive reasons for non-selection are prepared in writing by the selecting supervisor and approved by the Civilian Personnel Officer. Any dispute as to whether the reasons are persuasive shall be resolved using the Grievance/Arbitration procedure.

ARTICLE XXII – PERFORMANCE APPRAISAL

SECTION 1. POLICY AND PROGRAM OBJECTIVE:

Supervisors, whose duty it is to appraise the performance of their employees, will observe and comply with the provisions of pertinent regulations.

SECTION 2. PERFORMANCE REQUIREMENTS:

A performance requirement is a standard adopted by the immediate supervisor and communicated to the employee, as to what is considered satisfactory performance in any aspect of the employee's work. It is the supervisor's responsibility to ascertain that the employee is informed of the proper performance requirements. All performance requirements must be in writing prior to an unsatisfactory rating.

SECTION 3. APPRAISAL:

a. Performance appraisals will be thoroughly discussed with the employee in private; the employee has the right and will be encouraged to state his/her views freely. The immediate supervisor's appraisal of the employee must be based on a continuous process of observation and evaluation of an employee's actions and the results he/she achieves. Appraisals should be based on a thorough knowledge of performance and of conditions under which the work is performed. Informal discussions between the supervisor and the employee are a normal part of supervision and should be frequent enough to assure mutual understanding of changing job requirements, performance as related to requirements, and any problems the employee is encountering in performing the work.

b. Any adverse comments made by the supervisor in connection with an unsatisfactory performance appraisal must be supported in writing by appropriate and factual examples and incidents, which must be typical of the employee's performance, not isolated instances.

SECTION 4.

To the extent consonant with laws and regulations, management agrees to negotiate on procedures to be followed in implementation of standards and critical elements and their impact on employees; provided, however, that such negotiations shall not have the effect of negating the authority reserved by forestalling timely and effective action by the agency or by effectively negating management's ultimate right to set standards, determine critical elements, assign work, direct employees, and accomplish its mission.

ARTICLE XXIII - LEAVE

SECTION 1. TARDINESS:

Brief period of absence or tardiness of less than one hour for other than weather conditions - In ordinary circumstances, supervisors shall excuse tardiness or brief absences from duty of less than one hour for reasons that are justifiable. At the discretion of the supervisor, a short period of absence of less than one hour which is not excused may be handled administratively by requiring additional work the same day and if not possible that day, within the pay period. When employees are chronically tardy or otherwise absent from duty without adequate excuse, such absences and tardiness may be charged to annual leave, LWOP, or AWOL, as appropriate.

An absence from duty which was not authorized or approved is charged as absent without leave. If it is later determined by the supervisor that the absence is excusable, the charge of AWOL shall be changed to annual leave, sick leave or leave without pay as appropriate. Tardiness or brief period of absence may be charged on a quarter hour basis. An employee will not be required to work while in a leave status. In the event that an employee worked during any period for which leave is charged, the employee must be given time off in the same day equal to the number of minutes in which they were in a leave status during the day. It is within administrative discretion to accumulate charges within a single day for leave charging

purposes, however, absences are not cumulative from a day-to-day for purposes of charging leave.

SECTION 2. INSTALLATION CLOSURE/GROUP DISMISSAL:

When conditions warrant, the Commander or designated representative has the authority to close all or part of the installation and NAF employees will receive administrative leave as appropriate. The shutdown may be due to military necessity, weather conditions, or an Act of God, or other events beyond the control of management. The Commander will consider, but is not bound by, requests from state officials to curtail operations due to emergency conditions. The authority of excusing employees who are tardy due to weather conditions is retained by the Commander and supervisors may not excuse a period of tardiness due to weather conditions in the absence of the Commander's approval. Employee's eligibility for administrative leave will be determined in accordance with AR 215-3, Chapter 5, Leave, Section VIII, Excused Absences.

SECTION 3. LEAVE WITHOUT PAY:

a. Requests for leave without pay will be granted in accordance with AR 215-3, Chapter 5, Section V and will be forwarded to the Civilian Personnel Office for approval/disapproval prior to the effective date, if possible,

b. When an employee's request for leave is approved, he/she has the right to return to his/her position at the expiration of the approved period of absence, No action to separate an employee for cause may be taken prior to the expected date of return to duty, Should an employee fail to return to duty at the expiration of approved leave, including leave without pay, a determination should be made whether to extend the period of approved leave or to take appropriate disciplinary action. If the absence was due to illness or injury, a determination should be made whether the employee is still physically qualified to perform the duties of the position to which assigned.

SECTION 4. SICK AND ANNUAL LEAVE:

Employees shall earn and accumulate annual leave in accordance with applicable regulations. The Employer shall not attempt to use the approval/disapproval of leave as a disciplinary measure. Denial of the use of leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. Where a request is required for leave approval, it shall be submitted in duplicate.

a. Subject to annual leave accrual requirements, a vacation of not less than two weeks duration during the calendar year shall be allowed to the extent permitted by local work conditions. Employees will make their request as far in advance as possible, but not less than thirty days before the vacation is to start. A supervisor will respond to a timely request within seven days.

b. For other than normal vacation the employee shall submit a request for leave for any period over three days as far in advance as possible. The supervisor shall approve or disapprove the request for leave, sign and return one copy to the requesting employee as soon as possible,

c. As a general rule; annual leave will be granted on a first come, first served basis. However, other factors will be taken into consideration such as seniority and personal circumstances, in resolving any conflicts which may arise,

d. Liberal leave shall be in effect for the following days:

(1) Religious holidays

(2) During Christmas and New Year's week

(3) The day after Thanksgiving

(4) The day following a holiday when it falls on a Thursday, and the proceeding day when it falls on a Tuesday.

e. The union does not condone the abuse of sick leave and recognized the Employer's duty to correct such abuse when it comes to the Employer's attention.

Leave may be used in quarter hour increments, where circumstances do not permit prior requests for annual or sick leave, as appropriate, it is the employee's responsibility to request emergency annual or sick leave, as appropriate, before the start of the employee's scheduled reporting time. In those instances where the employee fails to notify the Employer, retroactive approval shall be given if the circumstances warrant.

SECTION 5. DISAPPROVING SICK LEAVE:

Supervisors will disapprove sick leave requests not meeting established criteria for granting sick leave. The supervisor must determine whether to charge the absence to annual leave, leave without pay, or absence without approved (AWOL).

SECTION 6. ADVANCING SICK LEAVE.

In reviewing a request for advanced sick leave, supervisors will consider the needs of the individual as well as the requirements of the Employer and shall render expeditious judgment based on the merits of each situation. The Employer shall grant advanced sick leave to an employee when adequate medical justification is submitted subject to the following provisions:

- a. All of the accumulated sick leave to the employee's credit must be exhausted. The employee may also be required to use any annual leave he/she might otherwise forfeit.
- b. Employees serving in their probationary period should not be advanced sick leave to excess of the amount which it is reasonably assured they will earn prior to the termination of the probationary period.
- c. The amount of sick leave advanced to an employee's account may not exceed thirty days at any time. When it is known that the employee is to separate from the rolls or retired, the amount should not exceed an amount which can be liquidated by accruals prior separation.

d. There must be reasonable assurance that the employee will return to duty. If the employee is separated prior to liquidation of advance sick balance, recoupment may be made from money due the employee.

e. Applications for advanced sick leave must be accompanied by a medical certificate signed by a licensed physician.

f. When a request for advanced sick leave is to be denied, the employee must be notified expeditiously and counseled by the supervisor as to the reason for the denial.

g. Sick leave records: All material relating to medical records or supporting evidence required for absences charged to sick leave will be forwarded by the supervisor to the Health Clinic for filing in the employee's medical records. When NAF employees have received treatment, medical files are established only if treatment has been received from MEDDAC from the US Army Health Clinic.

When a request for advanced sick leave is to be denied, the employee must be notified expeditiously and counseled by the supervisor as to the reason for the denial.

SECTION 7. COMPENSATORY TIME FOR RELIGIOUS HOLIDAYS:

General.

a. All civilian employees shall be provided, based on their religious beliefs, the opportunity to adjust their work schedules to avail themselves of religious observances subject to Supervisory approval. These employees may elect to work compensatory overtime for the purpose of taking time off from work during certain periods.

b. Compensatory overtime is not overtime for pay purposes.

c. To the extent that such modification in work schedules does not interfere with the efficient accomplishment of missions, supervisors shall, in each instance, afford the employee the opportunity to work compensatory overtime and shall in each instance grant compensatory time off to an employee requesting such time off for religious observance.

Procedures

a. Employees requesting religious compensatory time must do so thirty calendar days in advance of the scheduled religious holiday.

b. Employee are required to make arrangements with their supervisors as to the date and hours that they will make up the religious compensatory time. Compensatory overtime shall be credited to an employee on an hour-for hour basis. The employee may work such compensatory overtime before or after the grant of compensatory time off.

c. A grant of advanced compensatory time off should be repaid by the appropriate amount of compensatory overtime work within thirty workdays of the religious holiday.

The Employer shall, in all cases, be responsible for maintenance of records reflecting compensatory overtime earned and used. Records for this particular type of leave will be manually maintained, and reflect, as a minimum, the employee's name, social security number, the date the time was earned or used, and the number of hours involved.

For assistance and guidance in administering religious compensatory time, contact the CPO.

SECTION 8. EXSCUSED ABSENCE.

NAFI custodians are responsible for determining the situations in which they will excuse employees from duty with no charge to leave or loss of pay. Such excused absences will be administered on an impartial basis and will be uniformly applicable to all employees,

SECTION 9.

Excused absence is the employee's absence from duty administratively authorized by the Employer without any loss of pay and without charge to any type of leave. Such absence is treated as time worked, for pay purposes. This article applies to full time and part time employees only.

SECTION 10.

Excused absences will be approved and granted for the reasons set forth in Section 3 below and may be granted for other similar reasons.

SECTION 11:

- a. All employees who volunteer as blood donors without compensation to the American Red Cross, to military hospitals, or other blood banks or respond to emergency calls or needy individuals will be authorized a maximum of four hours excused absence for the blood donations. A longer period may be authorized only when required for recuperation purposes.

- b. It is executive policy to excuse employees for a reasonable time, when practicable to do so, without seriously interfering with operations, to vote or register in any elections or in referendums on a civic matter in their community. Generally, an employee is excused from duty so as to permit him/her to report for work three hours after the polls open or to leave work three hours before the polls close, whichever results in the lesser amount of time off. Under unusual circumstances, an employee can be excused up to a full day.

- c. If a test is sponsored by and given at ARDEC, employees approved to take the test will be considered in a duty status if they would otherwise be in a duty status. If a test is given off post, the following rule will apply: Employees taking noncompetitive examinations for promotion at the request of the employing activity, those taking examinations for their present jobs, including re-examinations, and those participating in tests administered under the merit promotion program will be granted time off without charge against leave for the time necessary to complete the examination. Absence for the purpose of taking any other examinations must be charged to annual leave or leave without pay.

d. An employee injured in the performance of his/her duties will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment to the extent that the time falls within his/her prescribed hours of work for that day.

e. When shutdowns for managerial reasons are in excess of one workday but do not exceed one calendar week (during the Christmas/New Year's timeframe) employees may be placed on annual leave or LWOP at the employee's option. An advance notice of fourteen (14) calendar days is required for shutdowns which will exceed one calendar week and the employees are placed on enforced annual leave or LWOP, advance notice of thirty (30) days is required.

SECTION 12. UNION SPONSORED TRAINING:

a. Designated representatives of the NAF bargaining unit will be granted permission to attend union sponsored training without charge to leave or loss of pay within the conditions outlined below in order to attend a training session provided the subject matter of such training is related to the Union's ability to perform its representation function and is of mutual concern to the Employer and the Union and the Employer's interest will be served by the attendance of the union's representative. Examples of training which would justify granting of administrative leave are:

(1) Statutory or regulatory provisions relating to terms and conditions of Federal employment;

(2) Personnel regulations and policies of the Department of Defense or the DOD component involved;
or

(3) Administration of the negotiated agreement in effect at the activity or provisions of activity personnel directives and programs,

On the other hand, training sessions or portions thereof, whose subject matter deals with internal union business, do not meet the test described above. Administrative leave could not be granted, for

example, for attendance at sessions of the union constitution or by-laws, duties of union officers, bargaining strategy or techniques, or similar matters.

b. Excused absence will be authorized to cover only those portions of a training session which will meet the foregoing criteria. The Employer agrees to provide a block of excused absence (limited to forty (40) hours per calendar year) for attendance at such training. The Union may allocate said forty hours among the five individuals designated by the Union as representatives of the NAF bargaining unit. Requests for such excused absence must be received by the Civilian Personnel Officer at least fifteen (15) working days in advance of the training session and be accompanied by sufficient documentation as will permit an evaluation of the union sponsored (i.e., where union assumes financial responsibility for sending the union representative) training program against the foregoing criteria. The Union recognizes that requests for administrative leave will not be approved if the requester's supervisor determines that his/her absence would interfere with operations or workload requirements.

ARTICLE XXIV – DISCIPLINARY ACTIONS

SECTION 1.

A disciplinary action is a penalty imposed by management for just cause when an employee's actions do not conform to reasonable standards of conduct. Disciplinary actions may consist of oral admonishments, written reprimands, suspensions from duty without pay, or separations for cause.

SECTION 2.

An adverse action is defined as an involuntary separation (other than for disciplinary reasons) or a reduction in grade or pay. Exceptions to this definition are identified in AR 215-3, 11-2.

SECTION 3. ON-THE-SPOT-AWARDS:

There are no other acceptable forms of disciplinary or adverse actions.

SECTION 4.

Responsible judgment must be exercised in selecting among the variety of disciplinary penalties which may be imposed. The seriousness of the offense, the influence of the penalty on the morale of other employees, the past record of the employee, the circumstances contributing to the offense, the probable effectiveness of the penalty in stimulating improvement, the reasonableness of the penalty, the need to impose like penalties for like offenses, and the time period since a previous like offense must be considered in reaching a decision on the action to be taken. In selecting penalties, the penalties contained in AR 215-3. Table 7 should be used as a guide. However, since many factors must be considered in selecting a penalty, the table is not intended to be directive.

SECTION 5.

Initiation of disciplinary or adverse action for absenteeism, misconduct, and marginal or unsatisfactory job performance related to alcohol or other drug abuse problems will be postponed for ninety (90) consecutive days only for employees who are enrolled in and satisfactorily progressing in, an alcohol and drug abuse prevention and control program unless retention in a duty status might result in a damage to government property or personal injury to the employee or others. If the employee refuses rehabilitation assistance or, upon completion of the rehabilitation period (NTE ninety (90) consecutive days), fails to achieve satisfactory job performance and conduct, appropriate disciplinary/adverse action may be initiated. Prior to initiating disciplinary or adverse action for work related problems arising out of other medical-behavioral problems, supervisors will give full consideration to a postponement for up to ninety (90) consecutive days upon the receipt of written verification that the employee is participating in and satisfactorily progressing in an employee assistance program. Disciplinary or adverse action may not be initiated based upon failure to participate in, or complete, the rehabilitation program. Once a disciplinary or adverse action has been initiated against an employee who previously refused rehabilitation assistance, the proposed action need not be delayed as a result of the employee's subsequent request for rehabilitation.

SECTION 6.

Except where the alleged offense is serious enough to warrant immediate disciplinary action, supervisors shall admonish and counsel employee as the first step in constructive discipline to prevent breaches of regulations and standards of conduct, and to prevent repetition of offenses.

SECTION 7.

The employee will be given the following statement as an attachment to any proposal described in Section 8 and any corresponding notice of final action:

The attached letter dated _____ Subject _____ includes information of such a sensitive and personal nature that the Employer will not disclose it without your consent. It should be noted, however, that your exclusive representative, AFGE Local 225, may not be able to represent you properly unless this information is promptly made available to it. You are therefore requested to indicate whether or not you consent to disclosure by signing one of the following statements.

a. I consent to the disclosure of this letter and request that the Employer furnish a copy to AFGE Local 225.

b. I do not consent to the disclosure of this letter.

If the subject letter is hand-delivered, this statement should be signed, dated and returned to the deliverer immediately. If the letter is delivered by the mail service, this statement must be signed, dated and returned, to the Management-Employee Relations Section in the enclosed frank envelope immediately.

SECTION 8. PROCEDURAL REQUIREMENTS:

a. If any disciplinary or adverse action, other than an oral admonishment or written reprimand is initiated, it will be proposed to the employee in writing within twenty (20) working days of the date when the supervisor knew, or should have knew, of the offense.

b. The notice will state the reasons supporting the proposed action and will provide that the proposed action will become effective no sooner than twenty (20) working days after the date on which the employee received the notice. Where it is not feasible for the supervisor to deliver the notice to the

employee at the work site, the notice will be delivered by certified mail, return receipt requested, and the employee will be considered to have received the notice on the date it was delivered to the employee's official place of residence.

c. The employee or designated representative, may reply orally, or in writing to the person identified in the proposed notice within ten (10) working days of the employee's actual or constructive receipt of the notice.

d. A written notice of decision will be issued within ten (10) working days of the date on which the person identified in the proposed notice receives the employee's reply.

e. The employee, or designated representative, may grieve or appeal the final decision provided such grievance or appeal is officially initiated within twenty (20) working days of the employee's actual or constructive receipt of the written notice of decision.

f. All time limits set forth in this Section 8 may be extended by mutual consent.

SECTION 9.

An employee, or designated representative, is entitled to a reasonable amount of official time during the time the employee is otherwise in a duty status to prepare and present his/her grievance subject to the negotiated conditions set forth in articles: Union Representation and Official Time Entitlements.

SECTION 10.

The Employer agrees that no disciplinary or adverse action shall be taken against any employee for supplying information, giving testimony, or acting as a representative.

SECTION 11.

The Employer shall prohibit any supervisor from intimidating, forcing or demanding an employee to resign or retire to keep from being removed.

SECTION 12.

The Employer shall make available to the employee and his/her union representative all documents, letters, affidavits, and any other supporting material which the Employer relied upon to support its disciplinary adverse action, subject to the provisions of Section 7.

SECTION 13.

Letters of reprimand and employee's reply will be placed on the left side of the employee's Official Personnel Folder. A Letter of reprimand will not be placed in the Official Personnel Folder when a grievance has been initiated until a decision is made on the grievance. Letters of reprimand may be removed from the personnel folder at any time the supervisor feels the employee has made sufficient progress to warrant such removal. Letters of decision to suspend or separate an employee from his/her position for disciplinary reasons, notices of proposed actions and replies will be retained as permanent records on the right side of the employee's Official Personnel Folder. If a disciplinary or adverse action is not sustained, the Employer will reconstruct the Official Personnel Folder in such a manner that the record will in no way reflect that the unwarranted or unjustifiable personnel citation had been processed.

ARTICLE XXV – TRAINING AND DEVELOPMENT

SECTION 1. SELECTION:

In recognition of the mutual advantages to the Employer and the employee, the Employer and the Union agree to promote training and developmental opportunities for members of the Unit to the extent consistent with applicable rules and regulations. Such opportunities will be based on the best interest of the Department of the Army and the employee. The Employer agrees to conduct an annual training needs survey in accordance with applicable regulations.

SECTION 2.

The Employer agrees to provide developmental phase training for NAF employees. NAF employees shall have the same right to participate in the developmental phase of the Upward Mobility Program for positions within the Non-Appropriated Funds as that afforded Appropriated Fund employees for positions within the competitive service.

Further, NAF employees are entitled to apply under Merit Promotion Procedures for those positions identified as NAF Upward Mobility positions.

SECTION 3. ON-THE-JOB-TRAINING:

When an employee is assigned to duties in which he/she has had no previous experience, he/she shall be allowed a reasonable break-in and training period. If a new duty is added to a job description, all employees covered by the job description, will be given necessary training and perform such duty.

SECTION 4. CONSULTATION/NEGOTIATION:

The Union may submit suggestions and recommendations and consult with the employer concerning trainee programs and technical content thereof. Proposed employee training and development policies and procedures to be established within the administrative authority of the Commander will be subject to consultation/negotiation as appropriate with the Union prior to publication and implementation.

The Union will have, upon request, full access to all information on training opportunities as such information applies to members of the unit.

SECTION 5. ADMINISTRATION OF FORMAL DISCIPLINE:

The Employer agrees to provide AFGE, upon receipt, with a copy of the Office of Personnel Management's vacancy list (which reflect the occupational field in the competitive service for which OPM is currently accepting applications). Where ARDEC is delegated to act as a local board for recruitment to fill vacancies from external sources and ARDEC announces a position where it is required to furnish copies to the State Employment Office and Federal Job Information Centers, Local 225 will be furnished a copy.

ARTICLE XXVI – JOB DESCRIPTIONS, STANDARDS & WAGE SURVEYS

SECTION 1. REVIEW AND APPEAL OF GRADES:

All employees will be freely and fully provided with adequate means of securing review of what they consider to be inequities in their existing grade or notice of proposed downgrading. The employee, his/her representative, and witnesses will be free from all restraining, interference, coercion, discrimination, or reprisal in attempting to resolve an appeal or grievance.

SECTION 2. UNION PARTICIPATION:

The Employer will inform the Union when new or revised position and management standards are received that pertain to the unit member, prior to implementation. Position Management and Classification will provide a copy of the standard upon request. When a job description in the unit is amended or supplemented, the Civilian Personnel office will provide the Union with a copy of the amended or supplemented job description.

SECTION 3. TABLE OF DISTRIBUTION:

Upon request, the Employer agrees to provide Union officers the opportunity to examine the Table of Distribution as the need to do so is demonstrated. This pertains only to that part of the TD covering employees in the exclusive unit.

SECTION 4. JOB ASSIGNMENTS:

Employees will be assigned to jobs according to their grade, title and series code. The phrase, "other duties as assigned" as used in job descriptions, means duties related to the basic job. This phrase will not be used to regularly assign work to an employee which is not reasonably related to his or her basic job descriptions; however, the phrase may be used to assign duties which are properly not entered in the description because they are of an emergency or temporary nature.

SECTION 5. NAF WAGE SURVEYS:

a. It is agreed that the Union will be represented at the organization meeting of the local wage survey committee. The committee will give full consideration to information, requests or recommendations of the Union concerning the immediate purpose of the committee meeting. The Union shall have the right to designate any member of the NAF bargaining unit to serve as the labor member or alternate of the local wage survey committee.

b. The Employer will extend to the Union, in such surveys, all rights accorded to the Union by applicable regulations.

c. So as to permit the coordinated training and indoctrination of two designated labor union representatives of the NAF bargaining unit to be data collectors with responsibilities on the Federal NAF wage system policies, conducted by representatives of AFGE's National Office, the Employer agrees to grant eight hours of administrative leave in a calendar year (during a full scale wage survey year) without charge to leave or loss of pay during the time the employee would otherwise be in a duty status provided the subject matter of such training is of mutual concern to the Employer and employee in his/her capacity as a labor organization representative and the Employer's interest will be served by the employee's attendance. Additional labor representative shall be eligible for the training if additional primary data collectors are deemed necessary by the wage survey committee to complete the survey. A grant of administrative leave shall not include per diem or travel expense. The grant of the administrative leave or the Union sponsored wage survey training is not considered part of the grant of administrative leave for union sponsored training as provided in Article XXIII, Leave.

SECTION 6. JOB DESCRIPTIONS:

Each new employee shall be furnished a current copy of his/her job description. All employees will be furnished copies of changes to their job description.

ARTICLE XXVII – USE OF INTERMITTENTS AND PART TIME EMPLOYEES

a. Refer to Article IV, Definitions, for a description of intermittent employees.

The Employer agrees to conduct a periodic review every 90 calendar days of the hours actually worked by employees, i.e., other than full time employees. The 90 calendar day period are determined by the effective date of this contract: 90 calendar days after the effective date and every 90 calendar days thereafter. The purpose of this review is to assure that employees are not improperly categorized and denied entitlement to employee benefits. Intentionally misassigned employees are eligible for back pay and benefits for up to 90 calendar days. Such review shall be made by the Civilian Personnel Office in coordination with the applicable nonappropriated fund instrumentality. The union will be informed of the results of each review and, upon request; copies of the time and attendance records without names, social security numbers or other identifying data. If NAF

facility is shut down for managerial reasons for an administrative workweek during any 90 calendar day review period, such workweek is excluded from the computation.

c. If such review reveals that:

(1) an intermittent employee has been retained on a regularly scheduled basis in excess of 19 hours per week for more than 90 calendar days, or

(2) the number of hours worked regularly by a part-time employee during a 90 calendar day period exceeds the minimum number of hours reflected on DA Form 3434, inquiry will be initiated to determine the reason for working the extra hours.

(3) If the employee is working the extra hours because of a temporary need (e.g., working the place of an absent employee, or is performing unscheduled work on a non-regular basis, the employee may continue working out his employment category (or in excess of the specified minimum hours), but a review will be made each succeeding 30 days and the reasons made a matter of record in the employee's personnel folder.

(4) If the need for the extra hours will continue indefinitely, action will be initiated to either establish the position as regular full-time or regular part-time or change the DA Form 3434 to reflect the correct minimum hours. If a new position is established, appointment of the incumbent will be made on a noncompetitive basis effective the first pay period after the 90th day.

ARTICLE XXVIII - SAFETY

SECTION 1.

Recognizing that the safety and health of all unit employees is a paramount concern, the employer will comply with the requirements of the Occupational Safety and Health Programs.

SECTION 2.

The Union shall have the right to designate one (1) representative who shall be the Union President or his/her alternate to serve as a member of the Installation Safety and Occupational Health Advisory Committee and the Ionizing Radiation Control Committee.

SECTION 3.

The Union shall be invited to send a representative to the Union Safety conference convened each month by management.

SECTION 4.

The Union recognizes that it is the primary responsibility of each employee to observe a safe work practices. Whenever there is a safety meeting convened by management within the unit, the Union shall be invited to send a representative.

SECTION 5.

The union shall be entitle to one representative on a Board of Inquiry investigating an accident involving a bargaining unit employee. The union will submit a standing list of nominees for consideration by the Commander to be appointed to the Board. These nominees shall be qualified by reason of their practical experience with work environments.

SECTION 6. SAFETY SHOES:

The Employee will regularly supply all employee of the unit with safety shoes to be worn in performing the employee official duties when the need for such shoes is established.

ARTICLE XXIX – FIRST AID TREATMENT

In the event of an injury of an NAFI employee, the use of military medical facilities by NAFI is limited to the application of first aid treatment.

The US Army Health Clinic provides medical service for civilian employees and medical care for military personnel and their dependents. The US Army Health Clinic's professional staff is available from 0800-1630 hours, Monday through Friday. Cases of injury or occupational illness requiring the immediate attention of a doctor during 1630 hours to 0800 hours will be sent to the Dover General Hospital by Installation transportation. For emergency medical care required during the hours 1630-0800, call the Ambulance on Extension 112.

ARTICLE XXX – DISABLED EMPLOYEES

When an employee is rendered temporarily or permanently disabled and incapable of performing his/her assigned duties through an accident, ill health, or debilitating medical condition or disease, the employer will, as deemed necessary:

- a. Consult with the US Army Health Clinic, or other appropriate medical authority and, with the employee's consent, consult with employee's personal physician, to discuss the employee's medical/health problem as it relates to the employee's ability to perform his/her assigned duties or other work assignments,
- b. Explore thoroughly the possibility of reassignment to another position at the same pay level for which he/she meets the required qualifications.
- c. Explore thoroughly the possibility for reassigning the employees to another position at a lower pay level for which he/she meets the required physical qualifications for the work to be performed, counsel and inform the employee on the use of sick leave and other possible benefits available, reassignments, separation for disability and/or application for disability retirement.
- d. Notify the technical Services Section CPO, immediately to ensure proper application of employee benefits.

ARTICLE XXXI – HOURS OF WORK

An irregular tour of duty requires service on different shifts, different hours of the day or different days of the administrative workweeks. When irregular tours of duty are established, employees will be given equitable treatment in regard to assignments involving Saturday, Sunday, and night duty. Preference will not be given to some employees for assignments involving pay differentials.

A regular tour of duty requires service on the same days and the same hours or shift of each administrative workweek. Whenever possible, regular tours of duty will be established on consecutive days of the administrative workweek.

Every effort shall be made to keep the use of and length of split shifts to a minimum. Scheduling of employees to a split shift shall be rotated among the affected employees.

ARTICLE XXXII - OVERTIME

Section 1.

The Employer will make overtime assignments based on factors that are reasonable. When unforeseen workload requires overtime, not less than one hour's notice shall be given. Employees asked to work overtime will be allowed to call home to report the requested work time.

Section 2.

In order to insure that overtime is equally distributed, a roster will be maintained showing who and when an employee worked overtime.

Section 3.

The Employer agrees to make every reasonable effort to insure that work normally performed by bargaining unit employees during normal duty hours will be offered to bargaining unit employee if overtime is necessary.

Section 4.

In the event the Employer deems it necessary to utilize overtime, the overtime will first be offered to regular full time and regular part time employees to perform the mission in a particular job classification within the particular NAFI requiring overtime to be worked. In the event these employees decline the overtime, such will be assigned to the intermittent employees. It is recognized that the employer, should circumstances dictate, has the right to direct employees to work overtime.

ARTICLE XXXIII - UNIFORMS

SECTION 1.

Uniforms for unit employee will be prescribed and furnished by the employer for cooks, dishwashers, mobile food operators, bakers, bartenders, waitresses and food service workers. Appropriate shoes will be provided by the employee except for required safety shoes. Uniforms shall be clean, neat and properly worn. Except for Government furnished uniforms, all uniforms will be clean, neat and properly worn. Except for Government furnished uniforms, all uniforms will be cleaned by the employee. Three uniforms will be furnished by the Employer per year. If necessary, additional uniforms will be supplied due to war, accident, etc. Time to change into and out of uniforms that are worn in the performance of official duties will be considered part of the employee's tour of duty. Reasonable time will be provided for employees to obtain uniforms as necessary.

SECTION 2.

Uniforms for unit

Employees assigned to food preparation or dispensing duties will wear effective hair restraints, supplied by the Employer

SECTION 3.

Food service personnel will not use tobacco in any form while engaged in food preparation or service, or while in equipment and utensil washing, or while in food preparation areas. An area will be designated where employees engaged in such operations may smoke during regular break periods (15 minutes within each block of 4 hours worked); smoking at any other time shall not interfere with the performance of an employees assigned duties. Personnel will wash their hand prior to resuming work after using tobacco,

SECTION 4.

In the interest of safety, sanitation and the proper care of equipment, the Employer shall permit clean-up for each employee in the bargaining unit as his/her specified duties require. Such time will be for the securing of equipment and cleaning the immediate work area.

ARTICLE XXXIV - HOLIDAYS

SECTION 1.

The following are observed as legal holidays:

- | | |
|---------------------------|--------------------------------|
| a. New Year's Day | h. Veteran's Day |
| b. Martin Luther King Day | i. Thanksgiving Day |
| c. Columbus Day | j. Christmas Day |
| d. Washington's Birthday | k. Any other day proclaimed as |
| e. Memorial Day | a holiday by Federal Statue |
| f. Independence Day | or Executive Order. |
| g. Labor Day | |

SECTION 2.

The Employer has the authority to include a holiday within an employee's regularly scheduled administrative workweek and to require him/her to work on that day or on the day within the regularly scheduled administrative workweek which becomes his/her holiday. If an employee entitled to holiday leave is required to work on a legal holiday or on the day that becomes his/her holiday, he/she is entitled to premium pay.

SECTION 3.

a. The day to be treated as a holiday for full time employee or a part time employee whose regularly scheduled workweek consists of five or six days scheduled on other than Monday through Friday will be determine as follows:

(1) When a legal holiday falls on a workday in the employees' regularly scheduled administrative workweek, that workday is the holiday.

(2) When a legal holiday falls on a Sunday, the following day is his/her holiday. When the holiday falls on Saturday, the preceding Friday is the holiday.

b. The day to be treated as the holiday for a full time or part time employee whose regularly scheduled workweek consists of five or six days scheduled on other than Monday through Friday will be determined as follows:

(1) When the legal holiday falls on a workday in the employee's regularly scheduled administrative workweek, that workday is the holiday.

(2) When a legal holiday falls on a day outside his/her regularly scheduled administrative workweek, the day to be treated as the holiday will be the day of the regularly scheduled administrative workweek which immediately precedes or immediately follows the observance of the employing non-appropriated fund instrumentality.

c. An employee with a regularly scheduled workweek of less than five days has no entitlement to holiday leave or premium pay when a holiday falls outside the regularly scheduled workweek.

d. When an employee eligible for holiday leave has a workday or tour of duty on a holiday (or the day that becomes his/her holiday) covering portions of two calendar days, he/she will be granted holiday leave for the workday that commences on the holiday (or the day that becomes the employees holiday). If the regularly scheduled hours include a workday which begins on the day before the holiday and extends into the holiday, he/she will be required to be on duty for that workday unless annual leave for that workday is approved.

e. Employees will be informed two weeks in advance of the date if a holiday is to be observed.

f. To allow for continuity of operations, NAF managers may designate alternative days as the holiday for individual employees when strict application of the “day preceding or day succeeding” rule would result in disruption of the NAFI.

g. The normal workdays will not be arbitrarily changed to avoid payment of holiday pay.

ARTICLE XXXV – HEALTH & LIFE INSURANCE BENEFIT PROGRAM

SECTION 1.

The Employer agrees to designate a trained representative in the Civilian Personnel to handle inquires in regard to the NAF Group Health and Life Insurance benefit plans.

SECTION 2.

All regular employees with a minimum schedule of 20 hours are eligible for participation in the NAF Group Health and Life Insurance Benefit Program. Any proposed cutback, which would eliminate an employee’s eligibility should not be arbitrary and capricious and not for the sole purpose of avoiding contribution to the benefit progress. Any proposed cutback of an employee’s hours which would result in their loss of eligibility in the benefit program shall be subject to the grievance/arbitration procedure prior to implementation. In the event management anticipates a cutback that would result in their removal of an employee from eligibility in the benefit program, the provisions of Article XXI, Reduction in Force will apply.

ARTICLE XXXVI – USE OF EMERGENCY HIRES COMMUNICATIONS

Emergency hiring will be used only for situations covered by applicable regulations and will be kept to a minimum consistency with the need to maintain operations. The Merit Promotion provisions of this agreement will be used in all other cases. The emergency hiring procedures will only be used for valid emergencies. In order to keep emergency hires to a minimum, the employees will give maximum advance notice of resignation which is expected to be no less than 2 weeks. A change from a temporary appointment to a regular appointment is subject to competitive appointment procedures, including issuance of a vacancy announcement.

ARTICLE XXXVII – CONTRACTING OUT

SECTION 1.

The Employer agrees to notify the union as early as practicable of any studies or proposals to contract work when being performed by unit employees.

SECTION 2.

Should a statement of work be drafted for the contracting out of unit employee's work, the union will be given an opportunity to review those portions of the statement of work which the Procurement Office determines are not "procurement sensitive." Comments received will be considered by management. Management is not obligated, however, to revise the statement of work to incorporate suggestions. Union involvement in developing the statement of work must be based on the following:

a. The invitation to comment on the statement of work does not extend to any other aspects of the decision-making process (e.g., the terms and conditions of the solicitation and preparation of cost data).

b. The invitation to comment is strictly for the benefit of management to help make decisions and does not infringe upon management's reserved right to make decisions about contracting out.

SECTION 3.

Should any solicitation be prepared for the possible contracting out of work being performed by unit employees, the union will be furnished a copy of the solicitation at the same time it is mailed to prospective contractors.

SECTION 4.

The Employer agrees to attempt to minimize the impact on employees when a function is contracted out. Affected employees will be considered for continued NAF employment in their own job classification to the maximum extent possible.

The Parties agree that Employees are expected to use electronic systems including Government communications systems and equipment in a manner fully consistent with applicable government wide laws, rules, and regulations and the use of such equipment constitutes consent to compliance monitoring. The Parties further agree such monitoring may occur at anytime and may be conducted without the knowledge or control of the Employer. In accordance with Army Regulations 25-2 4-5 (t), "System Administrators/ Network Administrators are prohibited from using any automated tools to specifically target an individual user unless the activity is supporting an authorized Law Enforcement/Criminal Investigation."

ARTICLE XXXVIII – ALCOHOL AND DRUG ABUSE

SECTION 1.

Both Management and the Union are committed to maintaining a work environment that is free from the effects of alcohol and drug abuse.

SECTION 2.

The parties recognize that the alcohol/drug problems of an employee can interfere with an employee's job performance.

SECTION 3.

The illegal use, sale, or possession of narcotics, drugs or controlled substances while on the job or on company property is a dischargeable offense. Any illegal substance will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

SECTION 4.

Employees who are under the influence of alcohol, or who possess or consume alcohol on the job, have the potential for interfering with their own as well as their co-workers safe and efficient job performance. Such conditions will be proper cause for administrative action up to and including termination of employment.

SECTION 5.

Off the job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public or government equipment is proper cause for administrative or disciplinary action up to and including termination of employment.

SECTION 6.

Employees with personal alcohol and/or drug problems are encouraged to request assistance from the Employee Assistance Office. Voluntary participation in the assistance program is treated on a confidential basis.

SECTION 7.

Employees undergoing prescribed medical treatment with a drug or controlled substance which may alter their physical or mental ability must have their physician report this fact to the U.S. Army Health Clinic at Picatinny. It may be necessary to change an employee's job assignment while the employee is undergoing treatment.

IN WITNESS WHERE OF, the parties hereto have executed the agreement this 21st day of March in the year 1990.

FOR Army Armament Research,
Development and Engineering
Commanding

FOR American Federation
of Government
Employees, Local 225

APPROVED

Ordnance Corps Commander

President, Local 225

ARDEC Negotiating Committee

AFGE Negotiating Committee