

LABOR-MANAGEMENT AGREEMENT

**U.S. ARMY MILITARY DISTRICT OF WASHINGTON
OFFICERS' OPEN MESS**

AND

**NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
LOCAL R4-102**

PREAMBLE

Pursuant to the labor-management relations policy set forth in Executive Order 11491, as amended, "Labor-Management Relations in the Federal Service," and subject to all applicable laws and regulations, this agreement is entered into between the Custodian, U.S. Army Military District of Washington Officers' Open Mess (hereinafter referred to as the "Employer") and Local R4-102, National Association of Government Employees (hereinafter referred to as the "Union").

Whereas the Union and the Employer recognize that the public interest requires high standards of employee performance and the continuing development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

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

Whereas the morale and dedication of employees should be improved through maintenance of a constructive and cooperative relationship between the Union and the Employee:

Now, therefore, it is mutually agreed as follows:

ARTICLE I **RECOGNITION**

Section 1. Pursuant to Section 10, Executive Order 11491, the Employee recognizes the Union as the exclusive representative of all employees in the unit defined in Section 2, below.

Section 2. The unit to which this agreement applies is comprised of all non-supervisory nonappropriated fund employees of the Officers' Open Mess located at Fort Myer, Virginia, Cameron Station, Virginia and Fort McNair Washington, D.C. and part-time employees; excluding Wage Grade and General Schedule employees, professionals, management officials, employees engaged in personnel work of other than a purely clerical nature, supervisors and guards as defined in Executive Order 11491 as amended.

ARTICLE II **PROVISIONS OF LAW AND REGULATIONS**

Section 1. In the administration of all matters covered by this agreement, officials and employees are governed by existing and future laws and the regulations of appropriate authorities; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. The Employer retains the right, in accordance with applicable laws and regulations and subject to the provisions of this agreement.

- a. to direct employees of the agency;
 - b. to hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;
 - c. to relieve employees from duties because of lack of work or for other legitimate reasons;
 - d. to maintain efficiency of the Government operations entrusted to it;
 - e. to determine the methods, means and personnel by which such operations are to be conducted;
- And
- f. to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

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

ARTICLE III **MANAGEMENT RIGHTS AND OBLIGATIONS**

Section 1. It is agreed that representatives of the Employer and the Union shall meet at reasonable times and confer in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations, published agency policies and regulations, a national or other controlling agreement at a higher agency level, and Executive Order 11491, as amended.

Section 2. Nothing in this agreement precludes an employee of the exclusive unit, regardless of union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy, or from choosing his own representative in a grievance or appellate action, except when such grievance is pursued under the negotiated procedure contained in this agreement.

ARTICLE V **UNION RIGHTS AND OBLIGATIONS**

Section 1. The Union, having been recognized as the exclusive representative of employees in the unit described in Article I, undertakes the following responsibilities:

- a. to act for and negotiate an agreement covering all employees of the described unit;
- b. to admit to membership all employees without regard to race, color, creed, sex, age or national origin;
- c. to represent the interests of all unit members without discrimination and without regard to union membership; and

d. to be present at discussions between representatives of the Employer and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of the unit.

Section 2. The Union and the Employer agree to maintain sound mutual relationships with each other and both parties will give prompt attention to communications received from accredited representatives of the other. To this end, the parties agree to meet periodically for the purpose of conferring with respect to personnel policies and practices affecting working conditions, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, granting of leave, promotion plans, demotion practices, and hours of work, and the impact of proposed management actions on employees in the bargaining unit.

a. The meetings will be held quarterly, the date and time to be arranged. A list of proposed topics will be sent to the other party at least seven (7) days prior to the meeting. Individual grievances will not be discussed. If no list of topics is received by either side, no meeting will be held.

b. Present at these meetings for the Employer will be the Employer or his designee, the Civilian Personnel Officer or his designee, and any four (4) subject matter specialists as may be dictated by the proposed list of topics. Union representation will include the President and/or no more than five (5) other employees he may designate. Union representation will be without charge to leave or loss of pay.

c. By mutual agreement meetings may be held to discuss relevant matters at any time without regard to the schedule stated in Section 2a, above.

Section 3. The Union will provide the Employer with five (5) copies of complete roster of its elected officials and appointed stewards. The Union will advise the Employer within ten (10) days after a change to the roster occurs.

Section 4. The Union will designate a reasonable number of stewards so that each unit member will have ready access to a steward.

Section 5. Union officers and stewards shall be afforded a reasonable amount of time in a duty status to consult with management officials and/or aggrieved employees, provided however, that such Union representative shall first obtain permission from his immediate supervisor, indicating the nature of the business, to absent himself from the worksite and notify the supervisor on his return. When consulting with a grievant, permission to confer will also be obtained from that employee's immediate supervisor. Permission will not be unreasonably denied. Union representatives will guard against the use of excessive time in handling such responsibilities.

Section 6. Union officials will not solicit memberships, collect dues, and conduct other internal Union business during the duty hours of employees concerned.

Section 7. Officers of the Union, including national representatives who are not employees of the unit, shall be admitted to Fort Myer to confer with the Employer in accordance with security regulations.

Section 8. Elected officials and duly appointed stewards of the Union may, when request is made in advance, be excused without charge to leave or lose of pay to attend a training session sponsored by the Union when the subject matter of the training is of mutual concern to the Employer and the employee in his capacity as a Union representative and the Administrative excusal will cover only such portions of the training as meet the above criteria and will normally not exceed either (8) hours for any one Union representative within a twelve-month period. Subject to the same criteria and limitations, official time may also be granted for Union-sponsored training concerning Coordinated Federal Wage System policies and operations.

ARTICLE VI **DISCIPLINARY ACTIONS**

Section 1. Discipline will be imposed for just cause only, and will be administered in a fair and equitable manner in accordance with applicable laws and regulations. The question of whether an oral or written reprimand, letter of warning, caution or admonition, or a suspension of less than 30 days is an appropriate action in an individual case may be resolved by use of the procedures set forth in Article VII of this agreement.

Section 2. When it is determined that the imposition of a disciplinary action is necessary, the affected employee(s) will be promptly notified and will be notified of his (their) right to representation. If the employee(s) elect to have representation, no further discussion of the matter will take place, except in the presence of the representative(s).

Section 3. In all disciplinary cases, the Employer will furnish the affected employee with an extra copy of each item of correspondence initiated by the Employer, which he may provide to his representative.

Section 4. An employee's representative will be in a pay status without charge to leave when consulting on the disciplinary case. He and the affected employee will be given reasonable time to prepare their case.

ARTICLE VII **GRIEVANCE PROCEDURE**

Section 1. The purpose of this article is to provide a procedure for the prompt and equitable settlement of grievances over the interpretation or application of this agreement. This procedure is the exclusive method available to employees of the unit for the resolution of such grievances. Employees who use this procedure are permitted to choose their own representative. An employee or group of employees may prosecute their grievances under this procedure with or without representation so long as the final resolution is not inconsistent with this agreement and the Union has been given an opportunity to be present throughout the steps of the grievance procedure.

a. Since dissatisfactions and disagreements may occasionally arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, his loyalty, or his desirability to the organization, nor will any reprisal be

taken for initiating such grievance. Similarly, the occurrence of an occasional grievance shall not be construed as reflecting unfavorably upon the quality of supervision or the general management of the installation.

b. Failure to adhere to the time limits expressed herein shall result in dropping of the grievance if the aggrieved party incurs the delay, or will be advanced to the next step, if the Employer is at fault. Time limits may be voluntarily extended for good reason by the party not guilty of causing the delay.

c. When the grievance arises out of an action of the installation command group, intervening steps may be waived and the matter may be taken up initially in accordance with the procedures in step three, provided that the grievance is taken up with the Employer not later than 30 days after the employee or Union became aware of the situation out of which the grievance arose.

Section 2. The procedure will operate as follows:

a. Step 1. The grievance will first be taken up orally by the aggrieved party and/or his representative with the immediate supervisor or department head in an attempt to settle the matter. A grievance must be presented within 15 days from the date the employee or Union became aware of the situation or occurrence giving rise to the grievance. The immediate supervisor or department head shall orally reply to the grievant within five (5) days after the presentation and a memorandum of the disposition will be prepared and dated that day.

b. Step 2. If the matter is not satisfactorily settled after the initial discussion, the grievant and/or his representative will, within seven (7) days after receipt of the Step 1 decision submit the matter in writing to the Club Officer. The Club Officer will meet with the aggrieved party and/or his representative within four (4) days after receipt of the grievance in an attempt to resolve the matter. The Club Officer will issue a written decision within five (5) days after the meeting.

c. Step 3. If the grievance is not settled by the Club Officer, the aggrieved party and/or his representative may, within seven (7) days after receipt of the decision, forward the written grievance to the Employer. The Employer will review the written grievance, consult with the parties to the grievance, and take whatever action he deems necessary to resolve the problem. The Employer will give the aggrieved party a written decision within seven (7) days after receipt of the grievance.

d. Step 4. If the grievance is not settled by the Employer, the aggrieved party may, within seven (7) days after receipt of the decision, forward the written grievance to the Commanding General. The Commanding General, or his designated representative, will review the written grievance, consult with the parties to the grievance, and take whatever action he deems necessary to resolve the problem. The Commanding General or his representative will give the aggrieved party a written decision within fourteen (14) days after receipt of the grievance.

e. Step 5. If the grievance is not satisfactorily settled at the installation level, the Employer or the Union may invoke arbitration in accordance with Article VIII.

Section 3. Grievances processed by an employee or employees concerning matters not covered in this agreement will be processed in accordance with applicable Army Regulations and will not be accepted by the Employer or the Union for processing under this agreement.

Section 4. Except as provided for in this agreement with reference to material contained therein, questions as to interpretation of published agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the agency shall not be subject to this negotiated grievance procedure or arbitration.

ARTICLE VIII **ARBITRATION**

Section 1. If the Employer and the Union fail to settle any grievance under the negotiated procedure, such grievance, upon written request of the Union or Employer, within seven (7) days after issuance of the final decision, shall be submitted to arbitration. Arbitration of an employee grievance will require the approval of both the Union and the affected employee or employees.

Section 2. Arbitration of a grievance under this agreement may extend only to the application of the agreement.

Section 3. Within seven (7) days after receipt of the written request for arbitration, the parties will meet for the purpose of selecting an arbitrator. If the parties cannot agree, they will request from the Federal Mediation and Conciliation Service, a list of five (5) impartial persons qualified to serve as arbitrators. If the parties cannot mutually select an arbitrator from the list, then the Employer and the Union will alternately strike a name from the list until one name remains. The remaining person will be the duly selected arbitrator. A coin toss will determine which party strikes from the list first.

Section 4. The arbitrator's fee and his necessary travel expenses will be borne equally by the parties. Travel and per diem payments will not exceed the maximum rate allowable under the Joint Travel Regulations. The arbitration hearing will, if possible, be held on the Employer's premises during the regular day shift hours of the basic work week (Monday through Friday). All necessary participants in the hearing and prehearing meetings called by the arbitrator, if Federal government employee, will be in a pay status without charge to leave, except that no overtime will be paid.

Section 5. The arbitrator shall be requested to render his award as quickly as possible, but in any event, no later than 30 days after the conclusion of the hearing or filing of post-hearing briefs, unless the parties agree to a longer period.

Section 6. Either party may file an exception to the arbitrator's award with the Federal Labor Relations Council under the Council's rules.

ARTICLE IX
DUES WITHHOLDING PRIVILEGES

Section 1. The Union and the Employer mutually agree to this statement of their respective responsibilities and the procedures, conditions and requirements for withholding and remitting the dues of those members in good standing of the Union who voluntarily authorize allotments from their pay for this purpose provided:

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

Section 2.

- a. The Union will inform each of its members of the voluntary nature of the authorization for allotment of pay to cover dues and of the prescribed procedure for revoking it.
- b. The Union agrees to purchase and distribute to its members in good standing the prescribed authorization for SF1187, and to receive completed forms from members who want to request allotment. The President or Treasurer of Local R4-1042 is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in Local R4-102. He will then complete the required certification and submit the forms to the Employer.
- c. Allotments authorized on properly completed and certified forms which are received by the Employer three days before the beginning of a complete pay period will be processed and the authorized amount withheld from the employee's pay for that period, provided the amount of pay due after legal and other established deductions is sufficient to cover the full amount of the allotment for dues established in Section III. Withholding of the authorized amount will continue until the allotment is terminated under one of the conditions stated in Section IV.

Section 3. The Employer will withhold \$1.80 from the pay of each employee for whom it has a properly executed current allotment authorization. This amount has been established on the basis of the amount of regular dues (exclusive of initiation fees, assessments, back dues, fines and similar charges and fees). If the amount of regular dues is changed, the Union will notify the Employer in writing, of the change and this memorandum will be amended to reflect the revised amounts established by him in accordance with Regulations. Only one such change will be made in any period of 12 consecutive months.

Section 4. The Employer will terminate an allotment:

- a. If the Union loses required recognition under any of the conditions specified in E.O. 11491 the allotments of all members will be terminated at the end of the pay period following loss of recognition.
- b. The allotment of an individual employee will be terminated at the end of the pay period when, or during which, he separates from the agency or moves to a position not serviced by the payroll office.
- c. The allotment of an individual employee will be terminated effective with the first complete pay period after the Employer receives written notice from the President that the employee is no longer a member in good standing of the Union.
- d. At the beginning of the first pay period following March 1 or September 1, whichever occurs first, after the employee's written revocation of his allotment is received in the payroll office.

Section 5. Upon disbursement for each pay period, the Employer will certify for payment the net amount withheld. The check will be made out and sent to: Comptroller, Fiscal Office, National Association of Government Employees, 285 Dorchester Avenue, Boston, Massachusetts 02127. The check will be accompanied by a list of the employee members of the Local who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld, the total fees deducted (\$.02 for each deduction withheld), and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deduction, and those whose allotments are being terminated at the beginning of the next pay period.

Section 6.

- a. The Union will notify the Employer in writing, within seven (7) work days, when an employee with a current allotment authorization ceases to be a member in good standing.
- b. The Union will promptly notify the Civilian Personnel Officer in the event of a change in dues structure or other change requiring an amendment to this memorandum of understanding.
- c. Any written revocation of allotment authorization received by any officer of the Union will be sent to the Employer within three days after it is received.
- d. The Employer will promptly send a copy of each revocation received to the President of the Union.
- e. An employee member can voluntarily revoke his allotment at any time by completing SF 1188 or other written signed notification and submitting it direct to the Employer.

ARTICLE X
ANNUAL LEAVE

Section 1. Employees shall accrue annual leave in accordance with applicable laws and regulations. Accrual of annual leave after the conclusion of a ninety (90) day qualifying period is a right of the employee, in that its accrual may not be denied. The taking of annual leave, however, is subject to the needs of the Employer and requires the approval of the employee's immediate supervisor. Short periods of annual leave will normally be granted if the request is submitted reasonably in advance of the dates desired provided the workload permits such grant. Emergency annual leave will be granted when the employee provides reasonable justification with his request. Denial of the use of accrued annual leave will be based on factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees.

Section 2. It is agreed that no employee will be called back from annual leave unless an emergency so designated by the Employer arises, and no other employee within the bargaining unit is qualified and available to perform the duties.

Section 3. The Employer agrees to schedule annual leave of up to two (2) weeks duration for employee vacations. Vacation leave schedules will be circulated quarterly, and in the event two or more employees select the same dates, the Employer will decide to whom the leave will be granted. An employee will be permitted to change his annual leave schedule only if no other employee is affected or if agreed to by employees affected. Priority consideration will be given to those employees in danger of forfeiting annual leave.

Section 4. The Employer will not normally cancel approved annual leave less than 48 hours before the leave is scheduled to begin, except in emergency situations. The reason for such cancellation will be furnished the affected employee(s).

ARTICLE XI
SICK LEAVE

Section 1. Employees will accrue sick leave in accordance with applicable law and regulations. Use of sick leave is subject to the approval of the appropriate supervisor.

Section 2. Sick leave will be granted to employees when they are incapacitated for performance of their duties because of illness. Employees not reporting for work because of illness will contact their supervisors by telephone normally not later than two (2) hours after the start of their tours of duty. Medical certification will not be required for sick leave periods of three (3) days or less, except as provided in Section 4, below.

Section 3. Sick leave will normally be granted for the purpose of visiting physicians, dentists, opticians, chiropractors and other practitioners for the purpose of obtaining treatment, diagnostic examinations or X-rays. The amount of leave granted will be based on the hour and length of the appointment and the

travel time involved. However, employees will exert every effort to arrange for such appointments during nonduty hours.

Section 4. When there is reasonable evidence that an employee has been abusing sick leave, the Employer has the right to require medical certification signed by a licensed physician or practitioner for any sick leave absence regardless of length, provided that the employee has been counseled on the use of sick leave and the counseling has been made a matter of written record. The sick leave record of each employee required to furnish written certification will be reviewed at 90-day intervals after imposition of the requirement. If clear improvement is shown, the requirement will be removed. If clear improvement has not been shown, written re-certification may be required.

Section 5. Advancement of sick leave will be granted only in clearly deserving cases. The following requirements must be met:

- a. All accrued sick leave has been exhausted;
- b. All annual leave which otherwise would be forfeited has been used;
- c. Application is supported by medical evidence signed by a licensed physician or practitioner;
- d. Request is for not less than 5 nor more than 30 work days;
- e. There is a reasonable assurance that the employee will return to work and that the advance credit will be repaid.

ARTICLE XII **CIVIC RESPONSIBILITIES**

Section 1. court leave will be granted when a full-time, indefinite regularly scheduled part-time, or temporary full-time employee is required to appear in Court as a U.S. Government witness, or is called upon to serve as a petit or grand juror. Such leave will be granted without charge to annual leave or loss of pay, provided any and all court fees are returned to the Employer.

Section 2. When an employee is called upon for court service, either as a juror or a witness, he will advise his supervisor as soon as possible after the requirement is known. He will provide the Employer with a copy of the court order, subpoena or summons if one is issued. Upon return to duty, the employee will furnish his supervisor with written evidence of his court service in the form of a written notice from the Clerk of court showing the dates of service, hours of service, if possible, and the amount of fee, if any, paid.

Section 3. If an employee is excused or released by the court for any day or for a substantial portion of a day, he will return to work, provided the return will not cause the employee undue hardship. In general, if an employee can reach the worksite earlier than two hours before the end of his duty tour, he will return to work.

Section 4. When the polls are not open at least three (3) hours either before or after an employee's normal duty tour, an employee eligible to vote and scheduled to work on an election day will be granted an amount of excused time to vote which will enable him to report for work no later than three (3)

hours after the polls open or depart from work no earlier than three (3) hours before the polls close, whichever will result in the lesser amount of time off.

Section 5. Charity drives will be conducted in the spirit of true voluntary giving. To this end, no covert or overt coercion will be imposed on employees by representatives of the Employer. An employee, if he so desires, may make an anonymous donation, and no dollar quotas will be assigned to individual contributors or organizational elements.

Section 6. The Employer and the Union join in supporting the payroll savings plan for the purchase of United States Savings Bonds. However, participation by individual employees in the payroll savings program will be strictly voluntary.

ARTICLE XIII **REDUCTION IN FORCE (RIF)**

Section 1. The Employer agrees to notify the Union of impending reductions in force as soon as possible prior to local publicity, unless the announcement is made by the Department of the Army prior to notifying the Employer.

Section 2. All reductions in force will be carried out in strict compliance with applicable laws and regulations, and in a manner which will cause the least disruption of installation activities. To the extent feasible, reductions in force will be achieved through normal attrition. Every effort will be made to place employees, who would otherwise be separated, in continuing positions.

Section 3. Any employee who is separated because of a reduction in force will be given preference for rehiring in temporary and permanent positions for which qualified. Acceptance of a temporary appointment within his normal commuting area will not prejudice an employee's right to be offered permanent employment.

ARTICLE XIV **DETAILS**

Section 1. A detail is the temporary assignment of an employee to perform duties not covered by his current official job description for a specified period without change in pay status, and with the employee returning to his regular duties at the termination of the detail.

Section 2. Civilian employees will normally be assigned to the duties specified in the official job descriptions. Details will be authorized when necessary to relieve temporary shortages of personnel or will enable more effective administration by permitting flexibility in assigning the workforce. Details will be in accordance with applicable higher echelon regulations and criteria. A record of details and evaluated performance thereunder will be retained in the employees official personnel file.

ARTICLE XV
SAFETY AND HEALTH

Section 1. The Employer will continue to exert every effort to provide and maintain a safe and healthy work environment for employees. Training in safe working procedures will be provided to employees. It is agreed that each employee is responsible for his own safety and is obliged to know and observe safety rules and practices as a measure of protection for himself and others. When unsafe or unhealthy conditions are observed, they will be reported immediately to the cognizant supervisor in the area involved. The Union agrees to actively support and encourage employee participation in the installation and/or command safety program.

Section 2. The Union may nominate employees for selection as representatives and alternates to the installation and/or command safety committee.

Section 3. The Employer will furnish protective clothing and equipment in accordance with pertinent regulations. The Safety Office will investigate as soon as possible reported safety hazards and require responsible parties to take required corrective action immediately. To the extent feasible, the Employer will continue to provide proper emergency medical support to employees on a work status at the installation.

Section 4. To the extent that funding permits, locker space will be furnished at, or near the work site for employees who are required to change into work clothes. To the extent that space and funds permit adequate eating facilities will be located reasonable close to work locations. Cleanliness of eating facilities will be strictly maintained.

ARTICLE XVI
JOB DESCRIPTIONS

Section 1. Each employee in the unit will be furnished a copy of his official job description and shall be afforded an opportunity to review his description with his supervisor no less often than once each fiscal year. When an employee believes his job description does not adequately describe his continuing assignments, he will be advised of the procedures to be followed in obtaining corrective relief. To the extent permitted by applicable regulations, an employee may have Union representation and assistance in seeking corrective action if he so chooses.

Section 2. The Employer will notify the Union prior to implementation when standards are received which cover bargaining unit positions. These standards will be made accessible to all employees and the Union representatives.

Section 3. The Union will be advised when impending position classification actions will simultaneously affect 10 or more unit employees before such actions are taken. The Union will be given an opportunity to suggest measure for lessening any adverse impact.

ARTICLE XVII
DURATION OF AGREEMENT

Section 1. This agreement and any amendments or supplements thereto, shall remain in full force and effect from the date of approval of the Secretary of the Army or his designee. The basic agreement will be effective for a period of two (2) years from date of approval. Either party may give written notice to the other, not more than 90 nor less than 60 days prior to the second anniversary date of the agreement, of its intention to amend, modify, or renegotiate the agreement. If neither party services timely notice, the agreement shall be automatically renewed for additional periods of two years.

Section 2. Amendments and supplements to this agreement may be negotiated at the request of either party at any time after 30 days from date of approval for a period not to exceed twelve (12) months or when revisions are required by changes in applicable laws or regulations of appropriate authorities.

Section 3. Changes in laws or regulations of appropriated authorities which invalidate articles or sections of this agreement will not have the effect of nullifying the total agreement. Action to bring the affected portions into compliance will be taken immediately by either party aware of the changes.

IN WITNESS WHEREOF, the parties have entered into this agreement on this 20th day of April 1973.

FOR: U.S. Army Military
District of Washington

FOR: Local R4-102
National Association of Government Employees

Original Signed
Major, QMC
Custodian, OMD

Original Signed
Administrative Assistant
NAGE

Original Signed
U.S. Army Military District
Of Washington Labor Relations
Officer

Original Signed
President, Local R-102

APPROVED:

APPROVED:

Under authority delegated by the Secretary
Of Army this agreement is approved for
The Department of the Army.

Original Signed

Original Signed
Director of Civilian Personnel

14 Jun 1974
Date

AMENDMENT TO LABOR MANAGEMENT AGREEMENT,
APPROVED ON 14 JUNE 1974 BETWEEN THE US ARMY
MILITARY DISTRICT OF WASHINGTON OFFICERS' OPEN
MESS AND LOCAL NO. R4-102 OF THE NATIONAL ASSOCIATION
OF GOVERNMENT EMPLOYEES

Pursuant to Article XVII, Section 2, of the Labor Agreement between the Military District of Washington Officers' Open Mess and the National Association of Government Employees, Local R4-102 Section 1, Article XVII, Duration of the Agreement, is amended as follows:

Section 1. This agreement and any amendments or supplements thereto shall remain in full force and effect for a period of two (2) years from the effective date of this agreement. The effective date of this agreement shall be the date the agreement is approved and signed by the Secretary of the Army or his designee. Either party may give written notice to the other not more than 90 nor less than 60 days prior to the second anniversary date of this agreement of its intention to amend, modify or renegotiate the agreement. If neither party serves timely notice, the agreement shall be automatically renewed for periods not to exceed two additional years. Either party may give written notice not more than 6 months nor less than 3 months before the end of the first year of the renewal period, of that party's intention to amend, modify or renegotiate the agreement. If either parties desire re-negotiations during this period this agreement shall be extended until such time as a new agreement is approved or no later than the last day of the two year extension. Negotiations will commence on site within 30 work days after the receipt of said notice or at a time mutually agreeable.

FOR LOCAL NO. R4-102
NATIONAL ASSOCIATION
OF GOVERNMENT EMPLOYEES

FOR THE US ARMY, MILITARY
DISTRICT OF WASHINGTON
OFFICERS' OPEN MESS

Original Signed

Original Signed

20 July 1976

20 July 1976

Date

Date