

Collective Bargaining Agreement between

Joint Base Myer-Henderson Hall, Directorate of
Family and Morale, Welfare and Recreation.
(FMWR), Child and Youth Services (CVS)

and

Public Service Employees Local Union 572
Laborers' International Union of North America
(LIUNA)

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PREAMBLE

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the Joint Base Myer-Henderson Hall, (JBM-HH), Family and Morale, Welfare and Recreation (FMWR), Fort Myer, Virginia (hereinafter referred to as the "Employer" or "Agency") and the Public Service Employees Local Union 572, Laborers International Union of North America (LIUNA) - AFL-CIO (hereinafter referred to as the "Union"). Collectively they shall be referred to as the "Parties".

WHENEVER, language in the agreement refers to specific duties or responsibilities of supervisors, management officials, or other specific individuals, it is intended only to provide a guide as to how a situation may be handled.

WHEREAS, Congress has 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 through collective bargaining; 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 policies and practices affecting the conditions of their employment,

WHEREAS, the morale and dedication of Employees should be improved through maintenance of a constructive and cooperative relationship between the Union and the Agency;

WHEREAS, The Parties and Employees agree to conduct themselves in a professional manner,

WHEREAS, it is agreed that the employer retains sole discretion to assign work and to determine which individuals will perform these duties,

This agreement shall be subject to review by DoD Personnel Management Services, Defense Field Advisory Service for legal, regulatory, and negotiability compliance. The review will be completed within 30 days from the date of the agreement execution. Should the review reveal a violation(s), the employer will notify the union of the violation and the two parties will take whatever appropriate corrective action they may agree upon. This agreement is executed 31 calendar days after the agreement approval date by DoD.

Now, therefore, the parties hereto agree as follows:

ARTICLE 1
RECOGNITION AND BARGAINING UNIT

Section 1. In accordance with the bargaining unit description and official certification of representation issued by the Federal Labor Relations Authority (FLRA), Case: WA-RP-08-068, the Employer recognizes the Union as the exclusive representative for those NAF Employees included in the bargaining unit identified below.

Section 2. For the purposes of this Agreement the bargaining unit is described as follows: All Nonappropriated Fund Employees of the Child and Youth Services Division, FMWR, Fort Myer, Virginia, Department of the Army excluding professional employees; management officials; supervisors; and employees described in 5 USC 7112 (b)(2), (3), (4), (6), and(7).

ARTICLE 2
DEFINITIONS, REGULATIONS AND FORMS

Section 1 - Definitions:

Activity: Child and Youth Services (CYS)

Mission:

Reduce the conflict between parental responsibilities and unit mission requirements.

Commander: Commander, Joint Base Myer-Henderson Hall

Confidential Employee: All Employees with duties involving significant personnel actions such as grievance processing, hiring, performance appraisals, awards, disciplinary actions, promotions and training, and who are expected to keep their advance knowledge of such matters in confidence and not divulge this information to others prior to formal action being taken, IAW The Privacy Act of 1974 to include but not be limited to the CYS Coordinator and Administrative Assistants. All confidential Employees are required to sign a confidentiality agreement. Employees will receive a copy of this signed agreement.

Day: Unless otherwise indicated, calendar day

DoD: Department of Defense

Dues: The regular periodic amount required to maintain a member in good standing with the Union.

Employee: Bargaining unit member as described in Article 1 of this Agreement. Nonappropriated Fund (NAF) employment categories are Flexible (FLEX), Regular Part-Time (RPT) and Regular Full-Time (RFT).

Employee Assistance Resources: (EAR)

Employer: Joint Base Myer-Henderson Hall (JBM-HH)

eOPF: Electronic Official Personnel Folder www.wfm.noaa.gov/pdfs/eOPFfags.pdf.

Executive Orders: An Executive Order (EO) is a signed, written, and published directive from the President of the United States that manages operations of the federal government.

Filing Deadline/Date: Whenever a filing deadline or suspense date falls on a non-workday, the deadline shall be the next regular workday of the administrative work week, unless otherwise noted.

Flexible Employee: A Flexible (Flex) Employee is one who has been appointed to serve in a continuing position or time limited position and who is on call or scheduled for a specific number of hours each administrative workweek.

Formal Discussion: A meeting between one or more representatives of the agency and one or more Employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Impact and Implementation (I&I): The process of negotiating in good faith over the procedures and appropriate arrangements for employees who will be adversely affected by the exercise of a management right by virtue of Section 7106(b)(3).

Letter of Requirement (LOR): Found in AR 215-3, Section 5-17, identifies management's right to request written verification of illness. When an Employee has demonstrated a history of potential abuse by excessive requests for sick leave, a medical certificate may be required to support short absences of less than 3 days. A LOR is that written notification to the Employee explaining that they must bring in a medical certificate for all sick leave usage.

Local Officers (LO): Elected officials of the Union.

Official Representatives (OR): Union Business Agent and Stewards.

Management Official: Managers, supervisors, professionals and trainers.

Memorandums of Agreement: (MOA)

Memorandums of Understanding: (MOU)

NAF: Nonappropriated Fund

NAF HRO: Nonappropriated Fund Human Resources Office

Office of Personnel Management (OPM): Recognized as the Federal Agency with responsibility for interpreting government wide regulations and enacting rules governing applicability to Federal Agencies.

Official Time: Time allowed Stewards during duty hours to fulfill their Union representational duties.

Other Duties as Assigned: "The statement 'Performs other duties as assigned' will appear as an unnumbered paragraph in the job description to make clear that the assignment of duties to employees is not limited by the context of the position description."

Place of Work: All CYS facilities, class rooms, and/or other assigned duty locations.

Position: A specific job title, series, grade and accompanying position description.

Probationary Period: The initial 12-month period served by Regular-Part Time or Regular-Full Time Employees IAW AR 215-3 provisions.

Professional: Employees in positions requiring a minimum of an undergraduate degree, such as Trainers, School Liaison Officer, Program Operations Specialist, Nurse Consultant and Program Managers.

Regular Employee: A Regular Employee serves in a continuing position on a scheduled basis. Regular Employees are further categorized as Regular Full-Time (RFT) if the workweek is 40 hours; or Regular Part-Time (RPT) if the workweek is from 20-39 hours. The minimum workweek for a RPT Employee is 20 hours.

Representative: Any Union official designated to represent bargaining unit members.

Seniority: Length of service based upon the NAF Service Computation Date (SCD).

Steward: PSELU572 - LIUNA Shop Steward: LIUNA Shop Stewards are appointed by Local Business Manager as the labor union official who represents and defends the interest of Bargaining Unit (Employees), IAW the Union's Constitution/Bylaws.

Supervisor: An individual employed by the agency with authority to:

1. Hire, direct, assign, promote, demote, reward, transfer, furlough, layoff, recall, suspend, discipline, or separate Employees.
2. To adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature and requires the consistent exercise of independent judgment.

Supervisor Employee Personnel Folder: An Employee folder maintained by supervisors separate from the eOPF. The folder can include, but not be limited to any documentation relating to Employee performance and misconduct, health clearances, immunizations, transcripts/diplomas, etc.

The Privacy Act of 1974: United States Federal Law that establishes a code of fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information (PII) about individuals that is maintained in systems or records by federal agencies.

The Statute: Statute refers to Title VII, Public Law 95-454 as codified in Chapter 71 of Title 5, United States Code (USC).

ULP: (Unfair Labor Practices). Conduct prohibited by Federal Law regulating relations between Employers, Employees and Labor Unions.

Union: Public Service Employees Local Union 572, Laborers' International Union of North America - AFL-CIO.

Section 2 Regulations, Policies and Forms

REGULATIONS:

AR 215-3: Army Regulation 215-3, NAF Personnel Policy

AR 608-10: Child Development Services

Military Child Care Act of 1989: Established to improve the availability, management, quality and safety of child care provided on Military installations.

AR 600-85: Army Substance Abuse Prevention Program

FORMS:

SF 1187: Request for Payroll Deductions for Labor Organization Dues

SF 1188: Cancellation of payroll deductions for Labor Organization Dues

DA 3433: Application for Nonappropriated Fund Employment

DA 3434: Notification of Personnel Action

DA 7428: Nonappropriated Fund Supervisor's Orientation Checklist

OPM Form 71: Request of Leave or Excused Absence

TMPS: Time Management Payroll System

ARTICLE 3 **PROVISIONS OF LAWS AND REGULATIONS**

It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, officials and Employees are governed by existing and future laws, Executive Orders and regulations of appropriate authorities, published agency policies and regulations.

ARTICLE 4 **NEGOTIATIONS**

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

Section 2.

a. Consultation as used in this Agreement is understood to mean a meeting to discuss and/or inform the other party of matters of mutual interest and concern. Consultation does not mean negotiation. The Employer will consider views of the Union on matters of mutual interest and concern.

b. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

c. Impact and Implementation Bargaining is the process of negotiating in good faith over the procedures and appropriate arrangements for employees who will be adversely affected by the exercise of a management right by virtue of Section 7106(b)(3). Although agencies are not required to bargain over whether this management right will be excessive, the union is entitled to bargain as to how this right shall be exercised to that end.

Section 3. Supplemental Changes

a. The Employer agrees to notify the Union in writing within ten (10) working days prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned

implementation date. IAW 5 USC 7106, management determines the work schedule for the Employees.

b. The Union shall be permitted five (5) working days from the date of notification to present its views and proposals in writing regarding the changes, and to request consultation and/or bargaining on all negotiable matters. The Parties will meet and bargaining will commence within five (5) working days of the Employer's receipt of the Union's request to bargain. The time limits may be extended by mutual agreement.

c. If the Union does not submit written proposals within the time limits, the Employer may implement the proposed change(s).

Section 4. Matters not covered by this agreement are subject to negotiation in accordance with the provision of applicable law.

Section 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of 5 United States Code, Chapter 71, "Labor-Management Relations", and the rules and regulations of the Federal Labor Relations Authority.

ARTICLE 5 **EMPLOYER RIGHTS AND OBLIGATIONS**

Section 1.

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

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

b. In accordance with applicable laws:

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

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

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

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source;

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

Section 2. Nothing in this section shall preclude any agency nor any labor organization from negotiating appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

a. 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, methods and means of performing work.

b. Procedures which management officials of the agency will observe in exercising any authority under this section.

Section 3. The Employer agrees to annually inform all Employees of their rights under 5USC 7114(a)(2)(B) (Weingarten Rights) by posting the notice on the Employee bulletin boards in common areas and/or via email.

Section 4. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard to the obligation imposed by 5 USC 7111 and the provision of "Union Rights and Obligations" of this agreement. The obligation to meet and confer does not include matters with respect to the mission of the Employer; its budget; its organization; the numbers, types and grades of positions for Employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate arrangements for Employees adversely affected by the impact of realignment of work forces.

Section 5. Except under emergency conditions, prior to implementing any new technology which may negatively impact Employees in the bargaining unit, the employer will provide all necessary training. The Union will be notified 10 business days in advance to consult/confer on the possible negative impact imposed on bargaining unit members prior to implementation date.

Section 6. The Employer agrees that to the maximum extent possible, all Employees in the bargaining unit with the same job description and grade, consistent with job requirements shall be given consideration regarding job assignments in general.

Section 7. In accordance with AR 600-85, "Army Substance Abuse Program", Employees in positions which require the incumbent to operate a motor vehicle transporting 1 or more passengers on at least a weekly basis will be subject to random drug testing. If positive results are received from the laboratory, disciplinary actions must be taken against the employee.

ARTICLE 6 **EMPLOYEE RIGHTS AND OBLIGATIONS**

Section 1. The Parties agree that Employees in the bargaining unit covered by this agreement shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right.

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

b. This right does not authorize participation in the management of a labor organization or acting as a representative of such an organization by an Employee, when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of the Employee.

c. To engage in collective bargaining with respect to conditions of employment through union representatives.

Section 2. It is agreed that activities performed by any Employee relating to internal business of the Union (including solicitation of membership, election of Union officials, and collection of dues) shall be performed during the time the Employee is in a non-duty status and outside of the classrooms.

Section 3. Employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or agency policy. Pursuant to 5 USC 7114(a)(5), Employees have the right to be represented by an attorney, or by a representative of their choice, in any grievance or statutory appeal action except when such grievance is pursued under the negotiated procedure contained in this agreement.

Section 4. Nothing in this Agreement shall require an Employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in *Article 10* of this Agreement.

Section 5. An Employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An Employee desiring to confer with a Union representative will make the request for time to his/her immediate supervisor prior to leaving the work area. The supervisor will provide a timely response to such a request and identify a time for the Employee to meet with the Union which will not unduly disrupt the work schedule. All parties will support and abide by scheduling regulations including Stewards. Such absences from the work area are subject to supervisor's approval, and mission requirements, and will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or actions

deemed necessary. Employees, Union officials, and supervisors will generally schedule these absences in conjunction with breaks, meal periods, or the beginning/end of the work tour.

Section 6. Employees always have the right to be treated in an equitable and professional manner.

Section 7. Corrective actions and counseling sessions will normally be in private. Consistent with this policy counseling sessions will be held in private; however, on-the-spot corrections, comments on work product, and instructions to make immediate corrections are not considered counseling sessions, for the purpose of this article.

Section 8. Employees are required to comply with the CYS current standards of conduct (SOC), recognizing the need to accomplish the mission of the Employer. Employees will sign the SOC annually, or when a new version is released and be issued copies.

ARTICLE 7 **UNION RIGHTS AND OBLIGATIONS**

Section 1. The Union shall have the right and obligation to represent in good faith the interests of all Employees in the bargaining unit without discrimination and without regard to membership in the Union.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more Employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices, or other general condition of employment.

Section 3. The Union agrees that it shall not call or engage in work stoppage or slowdown; or condone any such activity by failing to take affirmative action with members of the bargaining unit to prevent or stop such activity.

Section 4. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, Union officials will conduct activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union office, conducting elections for Employee organization officers, and the distribution of literature during non-duty status. Both Parties agree that Stewards must conduct themselves in a professional manner, following the guidance set forth by this CBA. Any transgressions will be reported immediately and directly to the Union with supporting documentation, with the intent that appropriate action will be taken to discourage and dissuade any repeat infractions.

Section 5. The Union will aim to establish and maintain a workforce that:

- a. Complies with applicable laws, regulations, policies, and directives that govern child care operations, and;
- b. Cooperates with those who direct their work, and;
- c. Reports for work on time, ready, willing, and able to perform their duties, and;
- d. Gives a full day's work for a full day's pay, and;
- e. Observes the spirit and the letter of laws and regulations governing official conduct, and,
- f. Maintains good order and discipline.

Section 6. Officers of the Union, including national representatives shall be admitted to JBM-HH and Cody Child and Youth Services (CYS) with proper notice to confer with Employer IAW security regulations.

ARTICLE 8 **UNION REPRESENTATION**

Section 1. The Employer agrees to recognize the elected local officers and official representatives designated by the Union, including Stewards. Stewards (no more than three), will be appointed by the Business Manager (Union). The Union will furnish to the NAF HRO and maintain with the Employer a complete and current list of Union representatives, together with the designations of areas of representation and working phone numbers at least quarterly.

Section 2. The Union agrees, in carrying out its representational functions, to limit the number of Stewards, chief Steward, or officers.

Section 3. Representational duties may not be performed during the duty day unless specifically requested and approved by the Steward's supervisory chain. The Steward will ensure the Employees have their supervisor's approval to meet with the Steward. Time used by a Steward during scheduled work hours in the performance of representational duties will be obtained in advance by submission of an OPM Form 71 and/or Time Management Payroll System (TMPS) with the knowledge and approval of his/her immediate supervisor. The Steward will indicate "Representational Duties" and the time frame requested in the Remarks section of the OPM Form 71 and/or TMPS. Upon request, the Steward will provide the name of the Employee(s) with whom the Steward will meet. During such granted absence, the Steward will confine his/her activities to the conduct of that business for which approval of temporary absence was requested and return directly to his/her work area upon completion of the business at

hand. Concurrently the Employer will make available a suitable space, if such is available, so that discussions may be conducted in private.

Section 4. Union Representatives entering CYS facilities will provide at least a 24-hour advance written notice to the CYS Coordinator and Facility Director and receive concurrence before entering the facilities. The Union will notify the supervisor present in the work area prior to conducting Union business. Union officials are subject to the security regulations/protocols of the JBM-HH CYS program and all Army Regulations and Installation policies.

Section 5. The Employer will recognize representatives of the PSE LOCAL 572, LIUNA AFL-CIO. The Union or the national representative shall provide a two (2) working days advance notice to the NAF-HRO of visits to be made by representatives of the International Office.

Section 6. Bulletin board space will be made available in the staff lounge for use by the Union. Information posted by the Union will not violate any law, regulation, or contain libelous material; will not be disruptive to the good order and discipline of the CYS facilities; and will not include writing, pictures that describe or depict profane or lewd themes, or offensive language on race, age, color, religion, sex, disability, or national origin. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, and will maintain the designated bulletin board space in a neat and orderly manner, and will ensure that material is kept current.

Section 7. The Union will endeavor to select Stewards who possess qualities of leadership and responsibility and who will work with Employees and management in a manner that will inspire confidence and respect. The Union will properly orient and indoctrinate Stewards with respect to 5 USC Chapter 71, as well as the provisions of this agreement. The Employer will notify the Union Business Manager of undesirable conduct of a Steward, as defined in *Article 7, Section 4*. The Union will investigate such charges and take action deemed appropriate by the Union to eliminate occurrences of undesirable conduct. The Union will keep management apprised of all elected officials within (30) days of election and election changes to include the names of the business manager and secretary/president of the Union. This section shall not preclude Employees from exercising their rights IAW 5 USC 7102 & 7116.

Section 8. 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 formally appointed representatives of the other. As issues arise or circumstances warrant the Parties agree to meet as time permits to share concerns and work through issues of concern to both parties. These meetings are not for the purpose of negotiation. By mutual agreement meetings may be held to discuss urgent matters at any time. If a record of the meeting is considered to be appropriate by both Parties, both Parties will prepare a summary record of such meetings and will furnish copies of the record to each other. Additionally, the CYS Directors, Stewards and the Union

Representative may informally meet quarterly as needed to discuss any concerns or upcoming mission requirements.

ARTICLE 9 **WEINGARTEN RIGHTS**

Section 1. The Union is entitled to represent bargaining unit Employees in meetings with Employees in connection with an investigation. The Federal Service Labor-Management Relations Statute establishes three conditions that must be met for a meeting to be considered a "Weingarten" meeting:

- a. One or more agency representatives are examining (questioning) a bargaining unit Employee in connection with an investigation;
- b. The Employee reasonably believes that the examination may result in disciplinary action against the Employee; and,
- c. The Employee requests Union representation.

Section 2. Once all three conditions have been met, supervisors may generally not continue the examination without allowing the Employee his or her requested representation. Specifically, the supervisor's options under these circumstances are:

- a. Grant the request and notify the Union that a meeting to examine a bargaining unit Employee is going to take place and that the Employee has requested Union representation. If the Union attends the meeting, it must be allowed to make relevant comments but cannot disrupt the meeting nor can it answer the questions posed to the Employee;
- b. Discontinue the interview; or
- c. Offer the Employee a clear choice to:
 - a) Continue the interview without representation, or
 - b) Have no interview.

Section 3. Weingarten Rights are not applicable when management issues a disciplinary action since management is not asking any questions. Additionally, the "Weingarten" right does not come into play when engaging in performance counseling as this does not concern disciplinary matters but, rather, performance issues.

Section 4. Management will annually inform Employees of their Weingarten Rights by posting a notice on Employee bulletin boards for (15) days during the month of February.

ARTICLE 10 **PAYROLL WITHHOLDING OF UNION DUES**

Section 1. Any eligible Employee may voluntarily authorize an allotment from his/her pay to cover regular dues for such membership provided that all the following requirements are met:

a. The Employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.

b. The Employee has voluntarily completed a request for such allotment from his/her pay with full knowledge of the limitations on revocation of the authorization. It is further agreed that both the Union and the Employer have the responsibility to inform the Employee that the decision to authorize the withholding of Union dues is entirely voluntary.

c. The Employee is included in the unit for which exclusive recognition has been granted.

Section 2. Payroll Deductions - Use of the SF 1187 "Request for Payroll Deductions for Labor Organization Dues"

a. Union members who desire to make an allotment for payment of dues will request such allotments by completing SF 1187. The Union will procure the forms as needed and will make them available to the Union members. IAW 5 USC 7115 "Allotments to Representatives", the assignment of dues may not be revoked for a period of one year from the date of the Employee's signature on the SF 1187.

b. Completed allotment forms will be submitted to the Union President or other authorized Union officer who will complete the certification portion of the form. The Union, in turn will promptly submit all such forms received from Employees to the servicing NAF Human Resource Office (NAF HRO). The NAF HRO will process the forms no later than 14 working days after receipt of the SF 1187. This is not to be confused with when the actual deduction is made.

c. Effective Date of Allotment: Allotments will normally be effective at the beginning of the first pay period following the receipt of a properly completed SF 1187 by NAF Financial Services, but not later than 30 days after receipt. The Union may contact the NAF HRO for assistance in resolving discrepancies.

Section 3. NAF Financial Services will withhold the amount of regular dues set by the Union from the pay of each Employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the NAF HRO in writing of the change at least seven (7) days prior to the beginning of a pay period, and it will be effective for the pay period following receipt of the notification

by NAF Financial Services. The union is responsible for notifying union members in writing in advance of any change in amount of union dues. Only one (1) such change will be made in any period of 12 consecutive months.

Section 4. A member may voluntarily revoke an allotment of dues by filling out a SF-1188 and submitting it directly to NAF HRO. The NAF HRO will notify the Union within five (5) days upon receipt of an appropriately certified SF-1188. After receipt of such notice by NAF Financial Services, revocation will become effective as of the first full pay period following the anniversary date of the Employee authorization of dues withholding.

Section 5. Remitting the amounts withheld: Upon disbursement for each pay period, NAF Financial Services will certify for payment the net amount withheld. The check will be made out and sent to: Public Service Employees, Local Union 572, 5627 Allentown Road, Suite #207, Camp Springs, MD 20746. Any changes to payee and/or address will be submitted to the NAF HRO 30 days prior to the effective date. The check will be accompanied by a list of the Employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld; and the net balance remitted.

Section 6. Dues Revocation - Open Season for Cancellation:

a. Union members who have authorized Union dues withheld may revoke their payroll deduction of dues one day after their one-year anniversary date, defined as the date the Employee authorizes dues deduction on the SF 1187. The members have until the 14th calendar day following their anniversary to revoke the dues deduction. Thereafter, it rolls to once a year on the first full pay period beginning on or after January 11, but not later than (14) calendar days after that.

b. The union is responsible for notifying union members in writing of Open Season periods at least (14) days prior to the Open Season for cessation of union dues.

c. Timely Submission: Upon written notice, the Union President must certify by date and signature the date the written notice is given to the Union President or designee. In order to be timely, the written notice must be submitted to the Union.

d. Reasons to Terminate Dues: Deduction of dues with respect to an Employee will terminate with the start of the first payroll period after which any of the following occurs:

- 1) Loss of exclusive recognition by the Union;
- 2) Separation of the Employee for any reason;

3) Notice to the Employer from the Union that the Employee has been suspended or expelled from the membership of the Union;

- 4) Transfer, reassignment, promotion or demotion of an eligible member to a position excluded from the Union's recognition; or,
- 5) Activation of an Employee into active duty Military status.

Section 7. Employer Termination of Dues: After written notification of (30) days, the Employer may remove an Employee from dues withholding based on a belief that the Employee's position is outside the bargaining unit. The Union may invoke the Grievance Procedures and/or the Federal Labor Relations Authority (FLRA) to determine if the Employer acted improperly. If a determination is made that the Employer acted improperly and removed the position from the bargaining unit, the Employer will reinstate the Employee's dues withholding authorization and make the Union whole for all lost dues.

ARTICLE 11 **OFFICIAL TIME AND OFFICIAL TIME FOR UNION SPONSORED** **TRAINING**

Union Representatives and Stewards may use official time for representational purposes as provided by the Statute during such time as they are otherwise in a duty status without charge to leave. Use of official time must be requested in writing via first line supervisor by using form OPM 71 and/or TMPS. All official time will be entered by the Employee and tracked by the Employer in the official timekeeping system. Management will only approve official time that is reasonable, necessary and in the public interest. Official time of any kind will comport with the limitations in Executive Order 13837. As such, the parties agree that no employee will spend more than 25% of their duty time on official time and the overall union time rate will be (1) or less.

Section 1. Prohibited Use of Official Time

Official time is prohibited for any activities performed by any Employee relating to the internal business of the Union including the solicitation of membership, elections of Union officials, general membership meetings, and collection of dues.

Section 2. An affected employee shall be excused from duty upon approval from management for reasonable amounts of official time without charge to leave to prepare a written reply or make an oral reply to a notice of proposed adverse action, to prepare a grievance, to present a grievance, to participate at a hearing or arbitration by either the Union or the Employer.

Section 3. Consistent with 5 USC 7114(a)(2)(A), as the exclusive representative of unit Employees, the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more Employees or their representatives concerning any consultation relative to issues that may affect the conditions of their employment. The Union's representative will be given

the opportunity to present their questions and or concerns in writing prior to the discussion being held.

Section 4. Scheduling Official Time

Both Parties agree that allocation of official time to perform Union representational duties will be determined to what is deemed efficient, necessary, and in the public interest, understanding that mission requirements are priority.

Requests for official time to perform Union representational duties will be determined at the sole discretion of the Agency in consultation with the labor attorney, when granting such time does not infringe on the Agency's ability to meet mission requirements. The parties agree that request for official time must include the following documentation:

- a. The number of employees (stewards) for whom official time is being requested, the number of hours being requested, and the duration of the request.
- b. A compilation of the duties to be completed during this time.

Union Representatives will:

- 1) Request official time during their duty hours for the purposes of attending meetings with management, culling together information/documentation for grievances, consultations with Bargaining Unit Employees, investigations and for all representational activities authorized in 5USC 7131.
- 2) Will schedule appointments with any Bargaining Unit Employee in advance. These meetings can last as long as necessary to successfully address the Unit Members concerns.
- 3) Will submit request for official time in writing following the above guidelines to their immediate supervisor in person, or thru the official time system. A timely response from the management team approving or disapproving official time for Stewards can be critical when time restrictions are set in the grievance process.
- 4) If legitimate conflict arises on approving official time, Union officers/stewards will work out a mutually agreeable solution with their immediate supervisor. If conflict cannot be resolved at that level a consultation with D/FMWR Chief Negotiator will be requested immediately in writing.

Management will:

- 1) Consider the request and follow up with Union Representative within a reasonable time-frame, designated as not to exceed two (2) working days. If request is denied, Management will offer two alternate days and times during Steward's duty hours when the request will be honored. When follow up appointments are required the requesting process will be the same. If the issue has some urgency associated with it

that can be verified, Management will make every effort to respond immediately barring any mission requirement limitations. The response will be both verbal and written.

2) Additionally management believes there would be some intrinsic value added by Stewards/Union Representatives having the opportunity to meet with each other during duty hours, to strategize, share mutual concerns based on case load and shared complaints. All Parties agree that a 3 hour block of consecutive time quarterly or more frequently if proven to be needed would be the standard. Union Representatives should submit their request immediately upon identifying the need. Again, the request for official time will adhere to the terms stipulated *above*.

3) Will facilitate training for all supervisors/managers on the implementation instructions for this new process and follow-up to ensure compliance.

Section-5. OFFICIAL TIME FOR UNION-SPONSORED TRAINING

a. Official time in the amount of 40 hours after the initial appointment and 16 hours thereafter per calendar year, pending Employer approval, may be granted to each Steward for Union-sponsored training. The training must be of mutual concern to the Employer and the Union, and associated to Union representational duties regarding working conditions of unit employees such as negotiating labor agreements, processing grievances, or filing unfair labor practice charges. Such training must be reasonable, necessary, and in the public interest.

b. As a minimum, a 10-day advanced notice in writing to the supervisor is required. To provide notice and to request official time for Union-sponsored training, Stewards will complete and submit to their supervisor the OPM Form 71/TMPS Request of Leave or Excused Absence. The following will be included with the request: the training agenda or a description of the syllabus; number of days covered by the training event; the specific training sessions and hours devoted to representational training for which official time is being requested; and the location of the training. Approvals for Union training are not automatic and must be consistent with workload requirements. Official time will not be granted for training relating to the internal business of the Union and will not be carried over from year to year. The Employer will not pay travel, per diem, tuition, or any other cost associated with the training.

ARTICLE 12 **EMPLOYEE ASSISTANCE RESOURCES**

There are a number of resources available to assist Employees who are experiencing on-going or overwhelming problems related to stress, domestic violence, family, emotional, alcohol or drug use, financial difficulties and/or other concerns. These resources include, but are not limited to, free confidential assessments and short-term counseling, crisis intervention, referrals to other service providers, substance abuse assistance, and financial readiness.

Section 1. The Employer and the Union recognize the need to assist Employees whose job performance or conduct is adversely affected by work-related or personal problems. The Union supports the Employer's use of available resources to include:

- a. Army Substance Abuse Prevention Program, (not limited to substance abuse issues).
- b. Sexual Harassment/Assault Response and Prevention Program (SHARP)
- c. Army Community Service

Section 2. Both the Union and Employer encourage Employees to self-refer themselves if they believe they need the services of any of the available resources.

Section 3. An Employee may seek assistance and counsel without jeopardizing job/promotional opportunities. Federal and state laws guarantee the confidentiality of client identity and records. The primary concern is that Employees receive the assistance they need.

Section 4. The Employer will provide information regarding Employee assistance resources to Employees via bulletin-board postings, email, and/or any other available means.

ARTICLE 13 **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employer and the Union will cooperate to ensure and maintain equal opportunity in all aspects of employment of the bargaining unit. Employment policies and practices will be free from unlawful discrimination based on race, color, religion, sexual orientation, pregnancy, national origin, age (40 or older), disability (mental and/or physical), gender, handicapping conditions (mental or physical), genetic information, and retaliation against a person who participates in the EEO process or opposes employment discrimination. The basic principles of equal employment underlie all aspects of civilian personnel management of the Employer.

Section 2. EEO is a right mandated by law and an essential element of good leadership. The Parties jointly support an organizational environment and provide non-discriminatory treatment of employees including sexual harassment, in the course of carrying out their duties in the workplace, to create and maintain an environment that promotes and rewards innovation, professional development, respect for human dignity, and ethical behavior.

Section 3. Employees who believe they have been discriminated against must contact the EEO Office within 45 calendar days of a discriminatory act or becoming aware of a

discriminatory act. An employee may have a personal representative of his/her choice, as provided by regulation, in presenting and/or pursuing an EEO complaint.

Section 4. The Employer shall post the contact information for the EEO office(s).

ARTICLE 14 **EMPLOYEE AWARDS AND RECOGNITION**

Section 1. Incentive Awards

a. The Employer and Union recognize that Employees at all levels make outstanding achievements and significant contributions to the CYS mission. Award programs include both cash and non-cash awards. Monetary awards are given by the Employer consistent with its budget guidance. Recognition will be accomplished IAW controlling regulations and policies. Employee performance is critical to the efficient and economical operations of NAF. To encourage outstanding performance, the Employer will administer an equitable awards program based on merit to timely reward significant contributions made by individuals or groups to the mission or the organization, program, or NAF. As such, the Agency agrees to allow up to two (2) Union officials attendance at the 1st quarter CYS Performance Review Board meeting annually, strictly as observers; affording them an opportunity to see first-hand that the process being utilized is both fair and equitable. Agency will inform the Union in writing one week in advance of date of meeting.

b. The Commander's Quarterly Awards Recognition Program includes Employee of the Quarter, Employee of the Year, and Team Awards. Employees are also recognized at that time by their Directorate through Honorary Awards such as, Certificates of Appreciation, Commanders' Award for Civilian Service, and Length of Service Certificates.

Section 2. Internal Recognition Program (IRP)

The IRP is designed using a non-competitive award system. These awards are equally available to all bargaining unit Employees, and the distribution of an award for one Employee, program, or system does not exclude the possibility of others receiving the same award. The Recognition Plan recognizes Employees in several different areas to include completion of the orientation process, longevity/years of service, training, special recognitions, credentials/certifications, national accreditation, and going above and beyond for the betterment of the organization. Recognition will be accomplished in accordance with this Agreement and all applicable laws, rules, regulations and policies.

Section 3. Performance Awards

Performance awards are based on a twelve (12) month rating cycle and can include cash and non-cash awards. Such awards will be granted in a consistent and objective manner IAW with FMWR Performance Award SOP, and AR 215-3, Chapter 9.

a. Employees are allowed the option of selecting time-off performance awards (TOA) or cash or a combination of both. Decisions are final and non-negotiable. Employees are notified of awards through eOPF. Performance awards are given to Employees who earn an excellent or outstanding overall rating, consistent with budgetary guidance.

b. Eligibility for Performance Award While Under Investigation or Disciplinary Actions: When disciplinary actions are pending on Employees for whom performance awards have been recommended, all action on the awards will be suspended pending final determination on the disciplinary action, IAW AR 215-3, Chapter 9-1e.

c. Employees receiving TOA are required to schedule and use within one year of approval day. A TOA cannot be converted to cash. TOA's not used within one year will be forfeited.

Section 4. As part of the Commander's quarterly awards program the Agency will provide the Union with a copy of the program, denoting why recognition and awards were presented.

ARTICLE 15 **EMPLOYEE ORIENTATION**

Section 1. The Parties recognize the importance and the value of Employee orientation upon initial hire or reassignment to a different organizational activity. An effective Orientation Program (OP) is an important component in establishing and maintaining an effective and motivated work force. CYS runs a robust orientation program, developed for newcomers on a 30, 60 and 90 day schedule. It prepares them through training for working in a CYS setting and Military environment.

Section 2. Following an Employee's initial appointment and in-processing, the Employer shall provide an Employee orientation at the work-site using DA Form 7428 "NAF Supervisor's Orientation Checklist. The orientation will also include information to ensure that the Employee knows his/her immediate supervisor, the management chain of command, work assignments; performance expectations and leave request procedures, and telephone numbers to call in case of illness or personal emergencies, etc.

Section 3. The Employer agrees the Union has an important role to play during a new Employee's orientation and will ensure new Employees are introduced during

orientation. The Union will be given the opportunity to present for (15) minutes at CYS orientations of new bargaining unit Employees at CYS.

Section 4. New Employee orientations are scheduled during duty time. Management will notify the union prior to the new Employee orientation sessions. The notification will include:

- a. New Employee's name
- b. Employees start date
- c. Position Title

ARTICLE 16 **TRAINING AND EMPLOYEE DEVELOPMENT**

Section 1. The Parties agree that training and development of Employees within the Unit is required as a continuing process and is one of the fundamental areas of importance in good personnel management. The Employer agrees that each employee shall receive equitable consideration to participate in training consistent with the needs of the Employer.

Section 2. The Employer will determine the extent and types of training necessary to maintain competence in the work force. On-the-job training, directed by the Employer, will be provided to effectively meet the needs of the organization. All required job trainings shall be accomplished on the Employer's time.

Section 3. The Employer will publicize jobtraining opportunities and inform employees how to apply for training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output. For additional training information refer to the Unions resource SmartBook.

Section 4. Supervisors will provide necessary training, coaching, and mentoring to assist newly assigned employees, to ensure safe transition from one age level to another. This training will include formal and/or on-the-job instructions aimed at maintaining continuity and ensuring employees have the necessary skills to successfully make the transition.

Section 5. The Parties recognize that training is an assignment of work. All employees will have computer access and will have an active government email account and Common Access Card (CAC), in accordance with existing rules for computer access.

Section 6. As all changes implemented for readiness are mandated by regulation, policy or guidance, when certification(s) and/or training requirements change,

Management will notify the Union before implementation. No currently employed employee will be required to complete college degrees for retention. If changes in technology occur, each employee will be given the necessary training and time to master it, or at the very least understand the basic workings prior to implementation.

Section 7. The Union Representative or Steward will get (15) minutes at Staff Professional Development Day that includes all CYS staff in the Bargaining Unit. At the training, the Union Representative will be introduced by the Employer, and the Employer agrees not to be present when the Union addresses all Employees.

ARTICLE 17 **HEALTH AND SAFETY**

Section 1. The Employer will continue to exert every effort to provide and maintain safe working conditions for the employee. The Employer is responsible for administering, monitoring and maintaining and recording an effective safety program. The Union, through stewards and officers, will encourage all employees in the bargaining unit to work in a safe manner. The employees will follow and cooperate with management to ensure all applicable health and safety rules, regulations, directives, policies and instructions are met.

Section 2. Employees will be provided necessary on-the-job training on safety including instructions on applicable safety rules and regulations. These trainings on safety will be renewed as needed. All employees will comply with the applicable safety rules and regulations.

Section 3. The Employer will comply with all regulations concerning reporting of accidents and providing medical services to employees. The Union will encourage all employees to report all accidents immediately, as required by existing regulations. When unsafe or unhealthy conditions are observed, employees and/or Union representatives shall report them to the supervisor immediately. The Employer will advise the employee and Union of the intended actions regarding the suspected health/safety hazard. If the safety issue is not settled, the supervisor shall refer the matter to the appropriate authority for resolution.

Section 4. As safety is a mutual responsibility, the Employer and Employees will ensure that at all times health standards are maintained. Employees will comply with requirements to complete required physical examinations and immunizations. The Employer will notify the Union of any changes to the physical requirements that are a condition of employment.

Section 5. Employees will be required to lift items or operate machinery or equipment which requires physical exertion as specified in current position descriptions and applicable directives. If an employee has a concern that a job to which he/she has been assigned, will chronically or immediately endanger life or limb, he/she shall promptly

stop the job and report the circumstances to his/her immediate supervisor. The immediate supervisor should inspect the job to ensure that it is safe before requiring the employee to carry out the work assignment. If the conditions are found to be unsafe, the immediate supervisor will stop the job and immediately report the conditions to next level supervisor for corrective action.

Section 6. It is agreed that no employee shall be required to perform work without proper training precautions, protective equipment and safety devices, nor shall any employee be required to work in areas where conditions are detrimental to health, as determined by proper medical and safety authorities, without proper protective equipment and safety devices. Protective equipment and safety devices required by the Employer will be furnished by the Employer. Any current position classification that requires to lift children, items or operate machinery or equipment which requires physical exertion will be trained and assessed in accordance with OSHA and current position description. The Employer will ensure that at all times health standards are maintained.

Section 7. Employees will comply with laws, policies, regulations, training, and supervisory guidance and direction for the care of children. Employees will report instances as follows, and the Union will encourage employees to comply with these reporting requirements, as employees are mandated reporters:

a. Employees will report instances of suspected child abuse/neglect, including those related to inappropriate touch, immediately to the Military Police, FAP and Child Protective Services. Issues regarding a lack of supervision or discipline will be reported to the facility director or manager on duty. Instances of inappropriate supervision include: leaving children unattended, leaving the room and causing out of ratio instances, caregiver not in line of sight of children, non-attentive or non-responsive to inappropriate children's behavior, inappropriate methods of correcting children's behavior, loss of accountability and other such instances. This list is not all inclusive.

b. Employees will abide by the CYS Standards of Conduct and Accountability Standing Operational Procedures and will report inappropriate handling of children on the same day of the incident and immediately to the facility director. In the absence of the facility director, the employee will report the instance to the manager on duty.

Section 8.

a. Favorable background checks, meeting physical and medical requirements, and successfully completing required training within required time frames are conditions of employment in accordance with applicable laws, directives, and policies. Failure to meet these conditions of employment will result in separation.

b. Re-verification of background checks occur every (5) years.

c. Annually all employees must complete physical and medical requirements and

sign a statement of admission.

d. Employees will immediately disclose to the Employer if they are subsequently charged with any crime or offense involving children, sex crimes, drug or alcohol or violent crime/assaultive behavior.

e. Management will ensure employees Personal Identifiable Information (PII) is always maintained safely and securely.

f. When management receives self-disclosed information from an employee, it is managements responsibility to report this information up the chain.

Section 9. The Employer will provide safe and adequate transportation for all employees who are required to use government vehicles.

Section 10. When the Employer or Employee determines that the employee is physically and/or mentally impaired for duty after reporting to work, the Employer will immediately release the employee and assist him/her by calling the employees emergency contact or relative or 911/emergency services.

Section 11. If/when issues of safety present themselves the Union will be informed of the issue/remedy and timeline that affect bargaining unit employees.

ARTICLE 18 **LIMITED DUTY AND WORKERS' COMPENSATION**

Section 1. An employee who is temporarily incapable of full performance of the duties may request a temporary period of limited/light restricted duty by submitting medical certification defining the nature and anticipated duration. The employee's medical certificate must indicate that the employee is fit to work but is temporarily unable to fully perform all of the duties and responsibilities of his/her official position. The Employer agrees in accordance with all applicable laws, rules and regulations to make every effort to place the employee in a modified schedule or some other suitable position.

Section 2. When appropriate medical documentation indicates a temporary condition as set forth above with an inability to perform, the employee may request light/limited/restricted duty, sick leave, or LWOP.

Section 3. In the event an employee is deemed by medical personnel to be permanently injured or partially disabled to the degree the employee can no longer perform the duties assigned, management will entertain the possibility of reassignment only if an appropriate position which conforms to their limitations is readily available and the employee is qualified. In the event a position is available, employee will be paid IAW the established pay for that position. Employee will not be forced or coerced when making the decision to accept or reject offered accommodations. The employee may

request resignation, retirement/disability (if eligible), to effecting some long-term or permanent official action in his/her case.

Section 4. NAF Employees must submit all required documents, including but not limited to leave slips, insurance forms and medical documentation when out on workman's compensation to management or appropriate officials.

Section 5. NAF employees are covered by the provisions of the Longshore and Harbor Worker's Compensation Act (LHWCA) as authorized by the NAF Instrumentalities Act of 1958. It provides compensation benefits for the disability or death of an employee due to personal injury sustained in the course of employment or to an employment related disease.

Section 6. Employees must notify management within 3 business days of release for return to duty from medical care, and whether or not they intend to return to work.

Section 7. Supervisors and employees are responsible to report all accidents and on-the-job injuries and to submit the required claim forms and all information and reports required by AR 215-1, Section **XV**, "Worker's Compensation". Management will submit claim forms in a timely manner in accordance with OSHA guidelines to the NAF HRO for processing. Union representative will be notified when all workers Compensation documents have been filed.

ARTICLE 19 **PRODUCTIVITY**

Section 1. Employees will comply with applicable laws, regulations, policies, and directives that govern child care operations; provide a day's work for a day's pay; cooperate with those that direct their work; report for work on time; report to work ready, willing, and able to perform their duties, in order to maintain good order and discipline.

Section 2. The Parties will actively support efforts to strengthen relations; eliminate absenteeism and call-ins; prevent accidents; conserve materials and supplies; and eliminate waste, carelessness, and inefficiency.

ARTICLE 20 **SALARY AND WAGE ADMINISTRATION**

Section 1. Employees shall have their base pay, annual cost of living adjustments, premium pay, length of service and performance-based pay increases and/or bonuses authorized and administered according to, laws, rules, regulations, or other authority. The minimum wage provisions of the Fair Labor Standards Act, as amended apply to all employees.

Section 2. The Employer will comply with DoD area pay schedules to set or adjust pay. A copy of the completed wage scale and other authorized material will be provided to the Union by the Employer upon receipt of the information.

ARTICLE 21 **EMPLOYMENT AND STAFFING**

Section 1. The Employer will consider all qualified applicants and agrees to select the best qualified applicant in compliance with AR 215-3, Chapter 2 Employment, employment preferences, priority considerations, EEO practices, and other stipulations for filling positions. The Employer will give consideration to bargaining unit employees and their SCD when filling NAF positions. Refer to *Article 24* for hiring procedures to include promotions, reassignments and details. The Employer agrees that qualifications for vacant positions will be based upon valid job requirements and applied without discrimination. NAF HRO will contact employee if selected for a position. Employees may contact NAF HRO to check on status of application. Upon request to the selecting supervisor, an employee will be informed of the reasons for his/her non-selection.

Section 2. Each vacancy announcement will stipulate the area of consideration. Application for NAF positions may be made by submitting a resume or completing DA Form 3433. (Application for Nonappropriated Fund Employment).

Section 3. The employment, appointment, or promotion of relatives will be IAW AR 215-3.

Section 4. Separations/Terminations: The DA 3434, "Notification of Personnel Action", will be mailed to the employees last known address when it becomes available.

Section 5. Separation during Probationary Period: The purpose of the probationary period is to afford a final test of an employee's ability and fitness for the position as demonstrated by actual performance on the job. An employee serving a probationary period may be separated with no less than seven (7) calendar day's written notice and in accordance with AR 215-3, Chapter 2 Employment. Notice of separation may be given up to and including the last day of the probationary period. Notification will be provided in writing and will include a statement that the separation cannot be grieved. A probationary employee may be separated with no less than a twenty-four (24) hours advance notice where the Employer determines that retention might result in damage to or loss of property or funds; might be detrimental to the interest of the activity; or might be injurious to the employee, his/her fellow workers, or the general public.

Section 6. A Regular employee who fails to report for duty or contact the Employer and is carried in an Absent Without Leave (AWOL) status for three (3) consecutive workdays may be separated for abandonment of position with no advance notice required.

Section 7. An employee who voluntarily resigns may be separated effective the last day in duty status, with the DA 3434 serving as documentation of the action. Such voluntary action may not be grieved. Once tendered and accepted a resignation may only be withdrawn with management approval. If a resignation is made orally, and the employee will not or does not submit a written resignation, Management will provide a Memorandum For Record (MFR) with the action.

Section 8. The Union agrees, without further negotiations or limitations that Flexible employees may be hired to fill a permanent or temporary need, or to otherwise staff mission demands. These employees may be regularly scheduled as stipulated on the DA Form 3434, or on an unscheduled basis. In accordance with AR 215-3, Chapter 2-16, Flexible employees may be separated with a 7-day notice when no longer needed without any additional stipulations. Separations from Flexible Appointments may not be grieved in accordance with Army Regulations and will be taken without prejudice to reemployment.

ARTICLE 22 **POSITION DESCRIPTIONS (PD)**

Upon placement, every employee is entitled to a current and accurate position description, as prescribed by regulation. The activity further agrees to furnish the employee a copy of any change in their PD upon notification of changes by higher Army authority. Union will be given notification in accordance with *Article 4*. Upon request from the Union, PD's will be provided by NAF HRO.

ARTICLE 23 **HOURS OF WORK AND TOURS OF DUTY**

Section 1. This Article shall be administered IAW AR 215-3, Chapter 4 and this Agreement. The purpose of this Article is to prescribe the policies covering hours of work for all Employees IAW all applicable laws and regulations. The Employer retains the right to establish or change hours of work or tours of duty consistent with published policies and regulations of Department of Army, and any changes in policies and regulations subsequently required by law, Executive Order, or other appropriate authority outside Department of the Army. The Employer can make exceptions when emergencies or mission requirements preclude compliance.

Section 2. Work Week

a. The administrative workweek will be a period of seven consecutive calendar days beginning on 0001 Thursday through 2400 on the following Wednesday. The basic workweek is Monday through Friday.

b. The Employer will establish a workweek for each regularly scheduled employee.

Such workweek will ordinarily be scheduled over a period of five consecutive days and normally include a Monday through Friday, unless additional programs require weekend tours of duty. Management will make a reasonable effort to schedule two (2) consecutive days off for employees.

c. The workday for full-time employees is eight (8) hours, with a 30 to 60 minute non-paid lunch period as determined appropriate by the Employer. The basic workweek for regular part-time employees is a scheduled tour of duty of 20 to 39 hours. No employee shall work more than six (6) hours in any workday without a meal period. When an employee is required to remain on duty in ratio, an on the job meal period shall be provided without loss of pay. The Employer will identify specific locations to serve as break areas.

Section 3. The Union recognizes that mission requirements necessitate changes to the work schedules on a regular basis. Work schedules will be changed as follows:

a. Normally, work schedules may be established or changed with a two (2) week advance written notice to employees. Schedules will continue for a period of at least one (1) administrative workweek.

b. The Union may submit to the Employer specific concerns in writing within five (5) workdays from date of Employer's notification and may request at that time to meet with the Employer. After the written request is submitted, the Union and the Employer may meet within three (3) workdays. This period may only be extended upon agreement between the Parties. The Employer will strive to make any requested adjustments based on Employee's needs.

c. Where agreement is not reached within the two (2) week notice, the Employer may implement the work schedule, and continue to work with the Union to resolve any issues.

d. An Employee may make a written request to change the work hours or work schedule (21) calendar days prior to the start date of any new schedule. The written request will include information on the changes requested. Management will notify the Employee in writing whether or not the request has been approved as soon as possible. Approval/denial of any change will be based on mission requirements.

e. Two Employees may come to a mutual agreement to adjust shifts. Upon agreement, a written request will be submitted to management and will include information on the changes requested and both employees' signatures. Management will notify the Employees in writing whether or not the request has been approved as soon as possible. Approval/denial of any change will be based on mission requirements.

f. Emergency situations and/or operational requirements that would seriously handicap the agency in carrying out its functions, or where operational costs would

be increased, may necessitate changes in employee schedules which require less than a 2-week notice to the employee.

1) Changes implemented as a result of an emergency situation that lasts more than 5 business days will be subject to implementation and impact negotiations.

2) Changes implemented as a result of an unplanned operational requirement that last more than 30 calendar days will be subject to implementation and impact negotiations.

g. Where appropriate for mission requirements, the Employer will strive to minimize negative impact of work schedule changes on employees.

h. There are two semiannual professional development days normally occurring in the calendar year one in the Spring and one in the Fall, both will take place on Friday's. All employees are required to attend unless on approved leave. Employer will notify the Union in advance of the scheduled date in writing and will consider Union concerns. The Union must provide the Employer their specific concerns in writing within seven (7) days from the date of Employer notification.

i. The Union recognizes that work may be required during evening and/or weekend hours to accommodate special events, programs, or training. The Employer will seek to minimize such occurrences.

Section 4. Employees may be granted a rest period not to exceed (15) minutes for each (4) hours of continuous work, at the discretion of Management. Supervisors will determine whether rest periods are to be taken on a time schedule by all personnel, or if individual rest periods will be authorized at such times as will not interfere with an employee's work. In the event a scheduled rest period cannot be accommodated, Supervisors will make every effort to re-schedule the rest period. Rest periods shall not be a continuation of the lunch period and shall not be taken immediately after the beginning of the work schedule or immediately before the end of the work schedule.

Section 5. The Union will be advised of proposed changes in activity operating hours, (14) days before implementation, at which time the Union may exercise its right to consult/negotiate. The Union recognizes that in certain circumstances, the Employer might not have notice of mission requirements in order to provide a (14) day notice. In these instances, the Employer will notify the Union immediately upon knowledge of sudden mission requirements and will implement required changes.

Section 6. Curtailments and shutdowns will be affected in accordance with AR 215-3, this agreement and all applicable laws and regulations. Situations and/or circumstances where curtailment and/or shutdowns are required, the Employer will notify the Union in writing when the decision is made.

Section 7. All employees will be paid a minimum of two (2) hours if they are called in to work or called back to duty. Prior to calling any staff back, priority will be given to employees currently on duty.

Section 8. Night shift differentials, night differentials, Sunday premiums, overtime pay and holiday pay will be governed by applicable rules, regulations and policies. Overtime is approved at the sole discretion of management. Overtime must be approved in advance of the employee working overtime hours, IAW *Article 29*.

Section 9. Reduction in the amount of guaranteed hours of regular employees, as stated on the DA Form 3434, NAF Personnel Action, will be accomplished through business-based-action procedures.

ARTICLE 24 **PROCEDURES TO INCLUDE PROMOTIONS, REASSIGNMENTS AND** **DETAILS**

Section 1.

a. The Employer and the Union agree that hiring procedures are to be from among best qualified applicants upon the basis of merit and ability in accordance with this Agreement and applicable laws, rules and regulations. The parties recognize that merit principles and action taken without discrimination are in the best interest of the employees and employer. The Employer and the Union agree to refrain from interfering, restraining, or coercing any employee in exercising his/her right to receive consideration for a position for which eligible. In no instance will anyone attempt to persuade or influence a candidate to withdraw his/her application.

b. Employees selected for promotion or other position change will normally be placed in the new position within twenty (20) days following official notification of selection and approval of the action by NAF HRO. Promotion or position change must be effective on the beginning of a pay period. When a Federal Wage System (FWS), employee is due a within grade increase (WIGI) within two pay periods of the proposed date of promotion or other position change to another FWS position, the employee may request delay of the promotion or other position change not to exceed the second pay period. Effective date of release of employees needs to be agreed upon by the losing and gainingsupervisor.

Section 2. Details

a. Details will be made for brief periods to meet the particular needs of the situation requiring the temporary service of an employee. A detail is a temporary assignment of a regular employee to a position (different series or grade) other than his/her permanent position. A detail may be at an equal, higher, or lower grade level

than the employee's personal grade, for a specific period of time, IAW AR 215-3, Chapter 2. The Union will be notified in accordance with *Article 4 Section 3* only when this detail affects unit members covered in this CBA.

b. Selections of employees for detail assignments will be made on an impartial basis and based on qualifications. The selecting official shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to ensure that details are properly recorded and timely terminated. The employee will be given a copy of the position description. A detail to a lower-level position shall not adversely affect the employee's classification, or job standing. There is no change in pay for details. Details over (30) days will be documented in the employee's eOPF. Noncompetitive details will normally be made from among employees within the activity concerned. Management will reserve the right to assign details based on mission requirements but will consider employee requests for consideration for a detail. This does not limit the Employer's right to go outside the activity as necessary.

Section 3. Promotions

a. It is agreed that the Employer will utilize to the maximum extent possible the skills and talents of its employees. The Employer agrees to give consideration to qualified employees within the Bargaining Unit who submit an application via USA JOBS.gov website vacancies. Promotions are based on qualification and filled competitively. The Employer must comply IAW all applicable laws, rules and regulations.

b. Position vacancy announcements shall be posted on employee bulletin boards for a minimum of (2) business days, in areas where Bargaining Unit members are employed, during the announcement period, to give interested employees an opportunity to apply. Announcements will provide a summary statement of duties, a statement of minimum qualification requirements, and a statement of any special knowledge, skills, and abilities determined essential for effective job performance which will be used in identifying highly qualified candidates.

c. The Employer agrees to provide the Union with a copy of the vacancy announcement once it is published.

d. Noncompetitive Promotion of a Developmental Position: Upon satisfactory completion of all required foundation level training and experience requirement, the incumbent will be noncompetitively promoted to the higher-grade level.

Section 4.

a. Temporary promotions may be on either a competitive or non-competitive basis in accordance with AR 215-3. The Union will be notified in accordance with *Article 4, Section 3*. A temporary promotion is an assignment of a qualified person

to carry out a higher-level position or a higher set of duties for at least thirty (30) calendar days not to exceed one hundred eighty (180) calendar days. A personnel action is processed for the temporary promotion and filed in the Employee's eOPF. Compensation for the temporary promotion will commence on the first day of the first full pay period after receipt of Request for Personnel Action (RPA).

b. In the event that the Employer has a need to fill a position through temporary promotion, all interested and qualified employees will be considered. If there is more than one employee who is best qualified, the senior of those employees will be selected for the temporary promotion.

c. Employees who will be subordinate to a person who is temporarily promoted will be notified as soon as possible prior to the temporary promotion to ensure employees know to whom they report.

Section 5. Management Reassignments: In the event that the Employer has a need to fill a position through reassignment, employees will be provided a (14) calendar day notification. The union retains the right to I&I on behalf of any Employee who feels a hardship will be caused by the reassignment.

ARTICLE 25 **PERFORMANCE EVALUATION**

Section 1. This Article applies to employees serving under a Regular appointment, Flexible employees serving on a permanent appointment, and employees serving on a temporary appointment more than one year and one day. The primary reason for performance appraisals is to enhance employees' motivation and encourage excellence in job performance. Employee performance is the key to success of the organization. It is understood that employee performance standards for major tasks and functions specified for the position will be measurable, reasonable and attainable. The Employer will complete annual ratings in accordance with AR 215-3 policy.

Section 2. The Employer shall establish and/or amend performance standards identifying those specific evaluation factors and/or rating elements directly applicable to each employee's job; and shall complete and discuss job performance and performance ratings with employee's prior to making the evaluation part of the employee's official record. Employees should be encouraged to participate in the performance management process. The rating period consists of initial, mid-year, and final reviews. The Employer will ensure that all employees to be rated are given a copy of their performance standards for their position as appropriate. Established standards are in effect until replaced.

Section 3. All employees will receive an annual performance rating in writing covering a specified 12-month period, in accordance with established rating period policy. Performance appraisals are then due to be received by the employee and NAF HRO no

later than (45) days after the last day of the rating period except in extenuating circumstances.

Section 4. Supervisors may periodically meet with employees to discuss their job performance. When a written record from these meetings is prepared, employees will be given a copy of the record and have the right to make written comments concerning the contents of the record within seven (7) calendar days of receipt of the Employer's written record. The Employer will maintain confidentiality of counseling sessions and records of employee's job performance.

Section 5. When an employee fails to meet established levels of performance and is in danger of receiving an unsatisfactory rating, prior to taking a performance-based action, the Employer must advise the employee in writing of specific deficiencies, and must provide the employee with a reasonable time to improve their performance to an acceptable level. The amount of time allowed will vary based upon the duties performed and the effect of the nonperformance on the mission or customers serviced. The Employer will comply with AR 215-3 requirements in administering unsatisfactory performance, and in providing the employee with a written notice period before a written decision is given. Actions based on unsatisfactory performance may be grieved using the negotiated grievance procedures in this Agreement.

Section 6. The Employer will ensure that supervisory and management officials who serve as rating or reviewing officials are fully informed as to their responsibilities under AR 215-3 and the provisions of this Article, and in accordance with all applicable laws, rules and regulations, to include keeping employees fully aware of and informed concerning performance standards and ratings.

ARTICLE 26 **TARDINESS**

Employees are expected to report to work ready to perform their duties at the beginning of the workday as scheduled. Employees will call the front desk as soon as they realize they will be tardy but not later than (75) minutes prior to the beginning of their scheduled work hours, unless circumstances do not permit. Employees will provide the reason for the tardiness and expected time of arrival.

Upon arrival employees will clock in and immediately report to the supervisor on duty, and, if the employee is requesting leave the employee will provide a request for leave to the supervisor on duty. The supervisor on duty will inform the employee that the request for leave will be forwarded to the employee's supervisor for approval/disapproval. Supervisor will notify the employees of leave approval/disapproval in writing. The notification phone call does not guarantee approval of any leave request. If request is not approved, employee will be placed on AWOL.

ARTICLE 27
CLOCKING IN AND OUT, TIMECARDS AND THE TIME MANAGEMENT
AND PAYROLL SYSTEM (TMPS)

Section 1. Employees are required to report and clock in as stated below. The clock in/clock out system records the actual time an employee clocks in and out, and this record will be used by managers to verify an employee's status. The TMPS, however, rounds employees' time for pay purposes. For example, the TMPS will round the clock-in and clock-out time for any employee clocking in up to seven (7) minutes before or after a 15-minute increment (on the hour, (15) minutes after the hour, (30) minutes after the hour, and (45) minutes after the hour) to that 15-minute increment, and their pay will reflect the rounded time. Managers, however, will use the actual clock-in and clock-out time to verify an employee's status, not the TMPS (rounded) time.

Section 2. The Parties agree that employees are required to clock in no earlier than 5 minutes prior to their scheduled start time. Employees will clock out for lunch immediately upon leaving their work area, and after clocking in from lunch will immediately report to their work area. Employees will leave their work area at the end of their tour of duty, and clock out no later than 5 minutes after the end of their tour of duty, unless otherwise instructed by a manager.

Section 3. The Employer will not allow employees to work during periods they are not clocked in or/in pay status.

Section 4. It is the responsibility of the employee to report to the manager/supervisor appointed as timekeeper when the electronic timekeeping system fails. Timekeeper will provide sign in sheets for the time the system is down.

Section 5. If/When the Agency replaces or updates the timeclock system, the Union will be notified and allowed to bargain over the Impact and Implementation that the change may create. Notifications will be in accordance to *Article 4* Negotiations.

ARTICLE 28
ADVERSE WEATHER AND CONDITIONS

Section 1. This article includes responsibilities during adverse weather conditions IAW OPM guidelines (snow emergencies, severe icing conditions, floods, earthquakes, and hurricanes) and other disruptions of Government operations such as, but not limited to air pollution, disruption of power, water, heat and or air, major fires, public health or safety emergencies, and interruption of public transportation; in such cases the guidelines for adverse weather will apply.

Section 2. Employer Responsibilities:

If OPM or the Joint Base Commander declares a hazardous weather condition, or an emergency situation exists or is immediately threatening, those Employees who are designated as an Emergency Employee may be told to remain on duty or to report to work as usual if they support the hazardous weather or emergency situation.

a. Unless otherwise directed, all CYS employees are designated emergency employees and must report to work on time or remain at the work site until the supervisor dismisses them, despite weather or road conditions. All emergency employees will be notified in writing upon employment and annually that they have been designated as emergency employees. The notice should include the requirement that emergency employees report for or remain at work when operations are disrupted and an explanation that dismissal or closure announcements do not apply to them unless they are instructed otherwise. Employees not designated as "emergency employees" can be so designated on an event by event basis. Such employees shall be called on an equally rotating basis.

b. Emergency employees unable to report for work must call the front desk as soon as they realize they will not be able to report for duty and provide a call back phone number. If the employee is requesting leave the employee will provide the supervisor on duty an OPM Form 71 and/or request through TMPS. The supervisor on duty will inform the employee that the request for leave will be forwarded to the employee's supervisor for approval/disapproval.

c. When "unscheduled leave" is announced, employees must contact their supervisor to request annual leave, leave without pay, or the use of previously earned compensatory time off. Leave is not guaranteed.

Section 3. The following procedures are in effect for disruptions to the workday.

1. Joint Base Myer-Henderson Hall is OPEN.	Employees are expected to report to work on time.
2. Joint Base Myer-Henderson Hall is OPEN under an UNSCHEDULED LEAVE.	Emergency employees are expected to report to their worksites on time unless otherwise directed. Employees must notify their supervisors of their intent to use earned annual leave, compensatory time off, or sick leave as appropriate or leave without pay.
3. Joint Base Myer-Henderson Hall is OPEN under a DELAYED ARRIVAL WITH THE OPTION OF UNSCHEDULED LEAVE.	Emergency employees are expected to report to their worksite on time unless otherwise directed.

<p>(X) Based upon OPM announcements</p>	<p>Employees who report to the worksite will be granted excused absence (administrative leave) for up to XX:XX hour(s) past their expected arrival time.</p> <p>Employees must notify their supervisors of their intent to use earned annual leave, compensatory time off, or sick leave as appropriate-or leave without pay. (Employees who request unscheduled leave should be charged leave for the entire workday)</p>
<p>4. Joint Base Myer-Henderson Hall/ CYS is CLOSED.</p> <p>(X) Based upon OPM announcements.</p>	<p>Joint Base Myer-Henderson Hall CYS is closed. Emergency employees are not expected to report to work unless otherwise notified due to mission requirements.</p> <p>Employees will be granted excused absence (administrative leave) for the number of hours they were scheduled to work unless they are:</p> <ul style="list-style-type: none"> • On official travel outside of the Washington, DC, area, • On pre-approved leave (including leave without pay).
<p>5. Joint Base Myer-Henderson Hall is operating under an EARLY DISMISSAL policy. Employees should be dismissed by their agencies (XX:XX) hours earlier than their normal departure time from work.</p>	<p>Employees will be dismissed from their office XX:XX hour(s) early relative to their normal departure time, and/or by XX:XX hour(s).</p> <p>Employees are expected to remain at work. For example, if a 3-hour "early dismissal" policy is announced, workers who normally leave their offices at 4:00 p.m. should leave at 1:00 p.m. without charge to leave. However, employees who must leave work earlier than their official dismissal time will be charged annual leave or leave without pay from the time of their</p>

(X) Based upon OPM announcements.	departure through the remainder of their scheduled workday and will not be granted excused absence.
General: Guidance Based on	OPM Washington DC Area Dismissal and Closure Procedures (Dec 2015)

Section 4. The closing of an activity for a brief period is within the administrative authority of the Employer. During shutdown or reduced operations, the Employer will excuse select employees without charge to leave or loss of pay for that portion of their scheduled workday covered by the shutdown or curtailment. Excused Flexible employees will be paid for at least two hours or for the actual amount of time they worked if more than two hours.

Section 5. Other Emergencies: Dismissals due to unusual employment or working conditions created by a temporary disruption of air cooling or heating systems, gas leak, pest and/or vermin infestation, communicable disease which should be a rare occurrence. Employees are expected to work if working conditions are reasonably adequate, even though they may be abnormal and involve minor discomfort. All CYS employees are expected to report for work on time or remain at work unless specifically excused by their supervisors.

ARTICLE 29 **OVERTIME**

Section 1. The Parties agree that management has the responsibility to minimize overtime using scheduling of Regular Part-Time and Flexible employees. Overtime as defined in AR 215-3 will be assigned among qualified employees consistent with work load requirements. Overtime work shall not be assigned to, or denied, anyone as a reward or a penalty. Overtime is approved at the sole discretion of management. Overtime must be approved by management in advance of an employee working overtime hours.

Section 2. Overtime Pay: Overtime will be paid in accordance with applicable laws, regulations, and policies.

Section 3. As work load requires, the Employer will post a notification requesting volunteers for overtime. First consideration will be given to the qualified volunteers, with priority determined by reverse-order using the date the employee last worked overtime. In other words, if two employees volunteer, Employee A and Employee B, and Employee A worked overtime one week ago and Employee B worked overtime one month ago, Employee B would be given preference.

Section 4. If there are no qualified volunteers, the Employer will notify employees as soon as feasible when overtime is required and will give reasonable consideration to

the employee's personal circumstances, subject to the paramount requirements of fulfilling the mission of the Employer.

Section 5. Upon receipt of a timely request the Employer may relieve an employee from an overtime assignment provided another qualified employee is available for the assignment. However; it is understood that employees who have volunteered or have been directed to work overtime are required to work as needed to meet mission requirements.

Section 6. Provided that mission requirements will allow, if the overtime requirement is for more that (4) hours, a 30-minute uncompensated break to obtain food **will** be provided.

ARTICLE 30 **HOLIDAYS**

Section 1. Holidays will be recognized as identified in AR 215-3. Other observances will be implemented as indicated by all applicable laws, executive orders, rules, regulations, policy, or directive.

Section 2. Regular employees and Flexible employees on a regular schedule (with guaranteed hours of work, as indicated on DA Form 3434), will receive Holiday pay in accordance with appropriate regulatory guidelines.

Current Holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

a. A Regular employee who is precluded from working as scheduled due to observance of a holiday is entitled to the basic rate of pay for regularly scheduled non-overtime hours as if the employee had worked.

b. A Regular employee who is required to perform work on a holiday that falls within the employee's regular schedule will be paid the basic rate plus premium pay at a rate equal to the basic rate of pay for regularly scheduled non-overtime hours.

c. Premium pay for holiday work is in addition to overtime pay, night shift differential, or premium pay for Sunday work and is not included in the rate of pay used to compute overtime pay, night shift differential or Sunday premium pay.

Section 3. Regular Full-Time employees and Regular Part-Time employees with a basic workweek of at least 5 or more days are entitled to a day *off* in lieu of a holiday when the holiday falls on a non-workday.

Section 4. Eligible employees are entitled to all Federal holidays prescribed by law and any holiday which may be designated by Executive Order. In so far as is consistent with job requirements, holiday work will normally be performed by employee volunteers provided that such volunteers are qualified to perform the job. However, it is understood that the Employer can require an employee to perform work on a holiday.

ARTICLE 31 **ANNUAL LEAVE**

Section 1. All regular employees earn Annual Leave in accordance with all applicable laws and regulations. The use of annual leave is the right of the employee, subject to approval by the supervisor. When determining whether or not to approve leave requests, the supervisor will consider workload, mission requirements, and previously approved leave of other employees. Employees will ensure they have sufficient annual leave hours, and maintain those hours, to cover approved leave period. Employees will use current TMPS or OPM Form 71 to request leave.

Section 2. Annual leave will be taken in fifteen (15) minute increments. Annual leave shall be granted to employees for the purposes to include/but not limited to rest, relaxation, recreation, or other justifiable reasons consistent with workload requirements. It is agreed that no employee shall be called back from leave or have leave canceled unless a work emergency arises, and no other qualified employee is available. If supervisors cancel approved annual leave, they will provide the employee notice at least five (5) working days before the approved leave start date except in emergencies due to mission requirements. Supervisors will indicate in the current TMPS the reason the leave is cancelled, sign, date, and provide the employee with a copy.

Section 3. The Employer may grant leave for emergencies on an individual basis depending upon the nature and circumstances of each case. Employees requesting unscheduled leave will call the call out cell phone the night before, at any time during the night or the front desk as soon as they realize they will need leave but not later than 75 minutes prior to the beginning of their scheduled work hours, unless circumstances do not permit. The employee will provide the reason for the request, a contact phone number, and the duration of the requested leave. The supervisor will notify the employee as soon as possible whether or not their request for leave is approved. Call outs place an extra burden on fellow employees working that day, so it is imperative that all personnel call right away giving management time to reach other personnel to cover the shift for that time or the entire day, if necessary.

Section 4. When all requests for leave cannot be granted without mission impairment, the supervisor will work with employees to determine if alternate dates can be accommodated before denying leave for any employee requesting leave during that time. If leave must be denied, the supervisor will determine who will be granted leave.

Section 5. An annual leave vacation schedule for periods of one or more consecutive weeks will be submitted at least two (2) months in advance.

Section 6. Use or Lose Leave

a. The maximum amount of annual leave, which may be carried forward from one leave year to another is two-hundred and forty (240) hours. An employee shall be afforded an opportunity to use all use or lose leave before the end of the leave year. The preferred method of utilizing use or lose is to request leave by the end of the first quarter of the leave year.

b. In IAW 215-3 if use or lose leave cannot be taken, employees may request carryover consideration from the FMWR Director.

ARTICLE 32
SICK LEAVE

Section 1. All regular employees will earn and be granted sick leave in accordance with the appropriate laws, rules and regulations. Sick leave is earned at the rate of 5% of the total hours worked up to a maximum (40) hours per week and may be used when earned. Earned hours will be reflected on the employees Leave and Earnings Statement (LES). The Union will cooperate with the Employer in efforts to encourage employees to give maximum advanced notice of incapacitation for duty and to eliminate abuse of sick leave by encouraging employees to use sick leave properly and in accordance with applicable laws and regulations.

Section 2. Requests for sick leave will be made a minimum of fourteen (14) days in advance of scheduled appointments for medical, dental or optical treatment, when possible using TMPS or OPM Form 71. Employees requesting unscheduled leave will call the call out cell phone the night before, any time during the .night or the front desk as soon as they realize they will need leave but not later than 75 minutes prior to the beginning of their scheduled work hours, unless circumstances do not permit. The employee will provide the reason for the request, a contact phone number, and the duration of the requested leave. The supervisor will notify the employee as soon as possible whether his/her request for leave is approved. If the employee finds they will be absent beyond the original estimated duration of absence, he/she will report this to his/her supervisor, indicating the reason for the prolonged absence and its anticipated duration. Such notices do not guarantee the approval of requested leave. If request is not approved, employee will be placed on AWOL. Call outs place an extra burden on fellow employees working that day, so it is imperative that all personnel call right away, giving

management time to reach other personnel to cover the shift for that time or the entire day, if necessary.

Section 3. There is no limit on the amount of sick leave that may be accrued and carried forward from one leave year to another. No payment for unused sick leave shall be made to an employee under any circumstance. Upon retirement, unused sick leave shall be credited to total NAF service as appropriate under regulations.

Section 4. Sick leave is an earned benefit which should be granted when an employee:

- a. Is incapacitated for the performance of their duty by sickness, or injury, or pregnancy and childbirth;
- b. Is receiving medical, dental or optical examination or treatment for the time necessary for the appointment including travel time.

Section 5. Management may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Periods of absence on sick leave in excess of three (3) consecutive work days must ordinarily be supported by a medical certificate to be filed upon return to duty. In lieu of a medical certificate and at management's sole discretion, an employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician or other extenuating circumstances considered valid by the approving official. In accordance with 5 CFR §630.405, management may also require a medical certificate or other administratively acceptable evidence for an absence of any duration when management determines it is necessary. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave. At a minimum, medically acceptable documentation to support a sick leave absence must: 1) be on letterhead or other official documentation acceptable to the Agency, and signed by an appropriate medical practitioner; 2) state when the employee was seen and whether or not the employee is incapacitated for duty; and 3) provide the date the employee is expected to return to duty.

Section 6. Letters of requirement (leave restrictions) may be issued to employees by the Employer where there is reason to suspect the employee is abusing sick leave privileges. In such cases, employees will be advised in writing that because of their questionable sick leave record, a medical certificate will be required for each

subsequent absence on sick leave. Letters of requirement will be reviewed by the Employer six (6) months from the date of issue. If improvement in the leave record is shown, the letter will be withdrawn, otherwise the requirement may be extended for an additional six (6) month period.

Section 7. Sick Leave for General Family Care or Bereavement purposes.

A full-time employee is authorized up to one-hundred and four (104) hours per leave year, a regular part-time employee may use up to the average number of hours in his/her scheduled tour of duty per week. Employees may use sick leave to care for a family member who is incapacitated as a result of illness, injury, pregnancy and/or childbirth and their medical appointments. Sick leave is also authorized to make arrangements due to the death of a family member or attend the funeral of a family member.

Section 8. Family Medical Leave Act (FMLA)

a. Eligible Employees are entitled to a total of (12) administrative workweeks of unpaid leave during any 12-month period IAW applicable laws, rules and regulations for the birth of a child and care of the newborn; the placement of a child with the Employee for adoption or foster care; the care of a spouse, son or daughter or parent with a serious health condition; or a serious health condition of the Employee that makes the Employee unable to perform the duties of their position. To obtain FMLA approval, Employees must facilitate this option through NAF HRO.

b. Employees may elect to substitute accrued or accumulated annual or sick leave in lieu of unpaid leave.

ARTICLE 33
EXCUSED ABSENCES/ADMINISTRATIVE LEAVE

Section 1. Employees may be granted excused absences in accordance with this agreement and all applicable laws, rules and regulations.

Section 2. Employees who volunteer as blood donors, without compensation, to the American Red Cross, to military hospitals, or other blood banks, or responding to emergency calls for blood donors, will be authorized four (4) hours excused absence (without charge to leave or loss of pay) once every quarter provided mission and workload requirements allow. The four (4) hour period includes the time required to travel to and from the blood center and to give blood, except in unusual cases where an employee must travel a long distance, or when medical documentation certifies the unusual need for recuperation. If a blood donation is refused, the employee will return to work. The excused absence must be taken on the day the blood is donated. The blood donor will furnish to his supervisor documentation from the blood facility verifying

the blood donation and date. Employees will request such leave using OPM Form 71 or TMPS and must obtain supervisor's approval.

Section 3. The Employer will follow OPM guidelines to approve excused absence for employees to *vote* in national, state, local or municipal elections and referendums. Employees will notify their supervisor using OPM Form 71 or TMPS, and will provide the polling place location and hours, and must obtain supervisor's approval. Employees whose residency is within commuting distances of the polling station and whose hours of work do not allow for three (3) hours for voting either before or after their regular hours of work, may be granted an amount of excused time which will allow for the full three hours.

Section 4. Court Leave

a. Court leave will be granted, pursuant to applicable law and regulations, to an employee who is summoned to act as a witness before a court on behalf of the United States Government or to perform jury duty in any court of law. An employee who has been called as a witness or juror, will immediately notify his/her supervisor and submit a copy of the subpoena or summons, so arrangements can be made for their absence from duty. Upon completion of service, the employee shall submit written evidence of the dates and times served as such a witness or juror.

b. If regular employees are summoned for Jury duty, they will be paid at their regularly schedule rate for the time required from their normal work schedule to perform such duty. Should employees on jury duty receive jury fees, that amount is reimbursable to the employer, less transportation fees collected.

c. If an employee is excused or released by the court with sufficient time to enable that employee to return to duty for at least (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer. It is an employee's responsibility to request and receive approval prior to going on leave.

d. Management will make employees aware of their responsibility to meet the requirements of this agreement, AR 215-3 and all applicable laws, rules and regulations regarding courtleave.

ARTICLE 34
LEAVE WITHOUT PAY (LWOP)

Section 1. Leave without Pay (LWOP) is a temporary non-pay status and absence from duty for a specific period, not to exceed one (1) year. LWOP may be requested using the OPM Form 71 or TMPS in the same manner and for the same purposes as annual leave or sick leave. Supervisors may grant employees' request for LWOP in accordance with applicable laws and regulations. Requests for LWOP will be given

serious consideration. The Supervisor will notify the employee as soon as possible whether the request for leave is approved or denied. *Employee must provide appropriate documentation to extend LWOP, (i.e. medical documents for extended illness or injury, etc.).* Failure to do so will put employee in an AWOL status.

Section 2.

a. Employees who are granted LWOP must make an election regarding their medical and life insurance benefits:

1) Choose to continue benefits and make payments during period of LWOP. If an Employee falls behind more than two pay periods, benefits may be terminated.

2) Choose to continue benefits and reimburse Employer upon return from LWOP.

3) Choose to not continue benefits (benefits can only be reinstated during the next open season).

Section 3. LWOP may be granted to employees who receive workers compensation benefits under the Longshoreman's and Harbor Workers Compensation Act, not to exceed one (1) year.

ARTICLE 35 **MATERNITY/PATERNITY LEAVE**

Section 1. Maternity Leave: Female employees serving on a regular appointment may request annual leave, sick leave, or LWOP for maternity purposes. The Employer will approve such leave consistent with practices for other illnesses or circumstances.

Section 2. Paternity Leave: Male employees serving on a regular appointment may request annual leave, sick leave, or LWOP for paternity reasons, such as providing or helping to provide care of minor children, a newly adopted child, or to help care for the mother of their newborn child during her convalescence following delivery. The Employer will approve such leave consistent with practices for other illnesses or circumstances.

Section 3. Employees on approved maternity/paternity leave are responsible to keep the Employer fully informed as to their personal situation in terms of when they will be able to return to work, and whether they will request additional time to assist them in their parenting and family responsibilities.

ARTICLE 36 **DISCIPLINARY/ADVERSE ACTIONS**

Section 1. The Employer and the union agree that primary emphasis will be placed on preventing situations requiring disciplinary action through effective employee/management relations. All disciplinary and adverse actions will be taken only for just cause and for such reasons as to promote the efficiency of the service. Disciplinary and adverse actions shall be supported by a preponderance of evidence. Disciplinary actions must be taken on a timely basis after necessary investigation and consideration of all appropriate factors, in consultation with the Civilian Personnel Advisory Center and Legal as appropriate, and JAW with Army Regulation 215-3 Chapter 7. Exceptions to the grievance procedures will be in accordance with AR 215-3.

Section 2. Employee has the right to review any material relied on as a basis for taking the action and where it can be reviewed.

Section 3. The Parties agree that disciplinary actions such as oral admonishments, letters of caution, and reprimands may effectively correct deficiencies of an employee's conduct. A written reprimand is not permanent in nature and will remain in the official personnel folders for the specified duration or may be removed earlier by the proposing official.

ARTICLE 37 **BUSINESS BASED ACTIONS (BBA)**

Section 1. The Employer will follow the procedures as outlined in AR 215-3 Chapter 10 Business Based Actions. BBA is defined as non-disciplinary, management-initiated actions taken to adjust personnel resources with a minimum of disruption to operations, and include reduction in pay rate, change in employment category, furlough of a regular employee for eight (8) days or more; transfer of function, reassignments, and separation. This Article contains all of the specific arrangements agreed to by the Parties.

Section 2. The Union Representative is notified when it is determined that a BBA is necessary prior to the issuance of official notices to the employees involved. The Employer will notify the Union as to the nature and reason of the BBA, the type of actions to be taken, the number of anticipated spaces to be affected, and the approximate date when personnel actions will be initially affected. The Employer agrees to consult with the Union and to fully consider any suggestions made by the Union. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Employer to the employees affected.

Section 3. In identifying the employees to be affected in an activity, the following procedures will be followed:

- a. The title of position, pay plan, occupational series, and grade.
- b. Where all positions as identified above are the same, factors such as employee knowledge, skill, ability, and behavior as demonstrated through performance; completed training; and formal education will be used to rank employees to be affected by the BBA. In the absence of documented performance ratings, a satisfactory rating will be presumed.
- c. Seniority as indicated by the length of service computation date will be used when there is a tie, with the most recent date indicating the employee to be affected by the BBA.
- d. Employees have a right to grieve within seven (7) working days after the effective date of the BBA if they believe that regulations and procedures were not properly applied. An employee may not grieve the management decision to conduct a BBA.

Section 4. In order to reduce the adverse impact upon bargaining unit employees in the activity, the Employer agrees to implement the following actions:

- a. Initiate a hiring freeze on new employees in the activity, where appropriate;
- b. Curtail conversion of flexible employees to regular employees in the activity;
- c. Honor requests for retirement from those employees who are eligible and in accordance with applicable laws, directives and policies;
- d. From the date of notification until the effective date of the BBA, the Employer agrees to make every effort to place affected bargaining unit employees in vacant positions with help from the servicing CPAC NAF HRD in the activity. Employees may only be placed in vacant positions at the same or lower level for which they are qualified. If the employee accepts such an offer, placement may be made noncompetitively. There is not authority to displace another employee. If they cannot be placed in other positions, they will be given assistance for finding employment.
- e. Severance pay will be paid to eligible employees in accordance with AR 215-3.
- f. Employees who have been identified for separation due to BBA may submit an OPM Form 71 or TMPS to request administrative leave of two (2) hours, for scheduled interviews, provided the employees apply for leave in advance.

ARTICLE 38 **GRIEVANCE PROCEDURES**

Section 1. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances.

Section 2. Employees who believe they have not been treated fairly have a right to file a grievance to/through their chain of command.

Section 3. A grievance is defined as any complaint:

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

Section 4. The negotiated grievance procedure shall be the exclusive procedure available to the Union, Employer, and the employees in the unit for resolving grievances which fall within its coverage. However, any employee or group of employees in the unit may present grievances to the Employer and have them processed without the intervention of the Union, as long as the resolution is not inconsistent with the terms of this Agreement, and the Union has been given an opportunity to be present if the decision is communicated in person verbally, or management will provide a copy of a written decision. Union officials including Stewards will not solicit grievances.

Section 5. Grievances will be resolved or decided at the lowest practical organizational level and in the shortest time possible. Each grievance shall contain only one issue or dispute. If grievances may impact more than one employee, the Union will stand by the same negotiated grievance procedures.

Section 6. The following matters are excluded from this grievance procedure:

- 1) Any claimed violation of subchapter III of chapter 73 of Title 5 of the United States Code. This includes any violation or disciplinary action relating to prohibited political activities or anything reasonably construed as a violation of the Hatch Act;

- 2) Retirement, life insurance, health insurance, or 401(k);
- 3) A suspension or removal under 7532 of Title 5 of the United States Code (involving national security reasons);
- 4) Any examination, certification, or appointment. This includes non-selection for a position vacancy from a list of referred candidates;
- 5) The classification of any position which does not result in the reduction in grade or pay of an employee;
- 6) The content or interpretation of any provision(s) of law, regulation, instructions or other guidance of appropriate authorities (e.g., IMCOM, DA, DoD, et. al), regardless of whether such policies, laws, or regulations are quoted, cited, otherwise incorporated, or referenced in this CBA. These include, but are not limited to: AR 215-3, AR 608-10, AR 600-85, FMWR Performance Award SOP, AR 600-63, and DoD Instruction 6060.2;
- 7) The initial setting of any pay band employee's pay if not in violation of any specific provision of this agreement;
- 8) Worker's compensation determinations;
- 9) Proposals of suspensions/separation;
- 10) Content of supervisor files;
- 11) Matters excluded from the grievance procedure in AR 215-3;
- 12) FLSA claims.

Section 7. The grievant, if otherwise in a duty status, shall be granted reasonable time to prepare for and present their grievance. Representatives who are employees, if otherwise in a duty status, may use the purpose of participating in the preparation and presentation of a grievance, including any hearing held in connection therewith, provided such representational service does not cause undue interruption of work at their regular work area. The grievant or Union officials desiring official time for these purposes must submit an OPM Form 71 or TMPS to inform their immediate supervisor or designee of their desire to leave the worksite and must obtain the supervisor's permission to do so before leaving the worksite following the official leave request outlined in *Article 11*.

Section 8. The following procedures will apply in processing grievances covered by this Article. In the case of an Employer-initiated grievance, the Union Representative will receive the grievance. In the case of a Union or employee-initiated grievance,

the NAF HRO will receive the grievance. The grieving party may not change the rationale for the grievance in subsequent steps or during arbitration. Evidence discovered after the initial step of the grievance must be presented to the official who decided the initial step grievance for consideration prior to use at a subsequent step. To resolve grievances at the lowest possible level, all known pertinent facts will be provided to the deciding official in writing at the onset of the grievance procedure.

a. Step 1. The grievant will submit and identify the grievance in writing to the NAF HRO within (15) days after the effective date of the personnel action, BBA, or date of the event for other matters. The written grievance must identify the employee by name, title, grade or pay level, and must state the specific nature of the grievance, the Article(s) and Section(s) of the Agreement in dispute, the remedial action sought, and the designated representative, if any. The supervisor may meet and discuss the grievance with the grievant and/or their representative, if any, within (14) calendar days after submission. The Employer will render a decision to the grievant within (10) days after conclusion of the Step 1 discussion, if any. Step 1 grievances for disciplinary actions will be submitted to the deciding official of the disciplinary action. A copy of the decision will be provided to the Union Representative on each step when the grievant is not represented by the Union.

b. Step 2. If no satisfactory solution is reached as a result of Step 1, and the grievant chooses to pursue the matter further, the grievant must submit a copy of the grievance in writing to the NAF HRO addressed to the Director of Family and Morale, Welfare and Recreation (or designee) within (14) calendar days after receipt of the Step 1 decision. The written grievance must identify the employee by name, title, grade or pay level, and must state the specific nature of the grievance, the Article(s) and Section(s) of the Agreement in dispute, the remedial action sought, and the designated representative, if any. The Director (or designee) may meet with the employee and Union representative, if any, within (14) calendar days after receipt of the written grievance and will provide the decision in writing within (15) days after the meeting, if any.

c. Step 3. A grievant who is not satisfied with the decision issued at Step 2 and chooses to pursue the matter further must, within (14) calendar days after receipt of the Step 2 decision, submit the grievance in writing to the NAF HRO for review and decision by the Commander or designee. The Commander/designee may meet with the employee and/or representative and will review the grievance and render a decision in writing within (14) workdays after receipt of the grievance.

d. Employer initiated grievances will be submitted within (15) days of the Union action or event. The Union representative may meet and discuss the grievance with the Employer within (14) calendar days after submission and will render a decision to the Employer within (14) calendar days after conclusion of the discussion, if any.

Section 9. All time limits specified in this article may be extended by mutual consent of the parties. Failure of the Employer to observe the stated or extended time limits

for any step in the grievance procedure shall entitle the Union or employee to advance the grievance to the next step. Failure of the Union or employee to observe the stated or extended time limits shall constitute withdrawal and cancellation of the grievance. A grievance may be cancelled at any time at the Union's or grievant's request. The request must be in writing.

Section 10. When several employees have an identical grievance(s), the Union agrees to encourage the processing of only one grievance in place of numerous identical grievances. The employees will be told that, if they agree, decision on the case selected will be binding on all other identical cases. If any employee refuses to participate in the agreement, his refusal shall not affect his right to process his grievance individually. This procedure is not applicable to any situation where individual differences exist or when evaluation of the individual qualifications of the aggrieved employees would be required to decide the issues.

ARTICLES 39 **ARBITRATION**

Section 1. In the event that the Employer and the Union fail to settle any grievance, such grievance, upon written request by either party within (14) calendar days following the conclusion of the last step of the grievance procedure may be referred to arbitration.

Section 2. Within (10) days from the date of receipt of the arbitration request, the moving party shall request the Federal Mediation and Conciliation Service list of (5) impartial persons qualified to act as arbitrators. Within (10) working days after receipt of such list, the moving party will arrange a meeting with the other party to strike names from the list. The Employer first and then the Union will each strike one arbitrator's name from the list of 5 and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. In the event of additional arbitration cases, the selection procedure shall be reversed. If for any reason the arbitrator selected is not available or unable to hear the case in a timely manner, the Parties may mutually agree to request a new list of potential arbitrators from FMCS.

Section 3. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union, to include travel and per diem, which will be paid to the arbitrator and will not exceed that authorized by applicable regulations at the rate payable to Government employees under the standardized Joint Travel Regulations. Every effort will be made to select an arbitrator in the local area. The arbitration investigation, and/or hearings, shall be held during the regular work hours, Monday through Friday, except for holidays, in a facility under the administrative control of the Activity. The employee, his representative, and any witnesses, as determined by the arbitrator, who are employees in a duty status shall be excused from duty without loss of pay or leave for the time necessary to participate in the arbitrator's investigation.

Section 4. The arbitrator will be requested to render the decision to both Parties as quickly as possible after the conclusion of the proceedings and within (30) days after the hearing. An arbitrator shall not change, modify, alter, delete or add to the provisions of this agreement; such right is the prerogative of the contracting parties only.

Section 5. The arbitrator shall render the findings, and decision in writing to the parties. The arbitrator's decision is binding.

Section 6. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, (FLRA) within (30) calendar days of the date the award is served.

Section 7. The time limits specified in this article may be extended by mutual agreement between the Union and the Employer.

ARTICLE 40 **UNFAIR LABOR PRACTICES (ULP)**

The Parties agree that resolution of complaints arising under 5 USC 7116 is important. The Parties further agree to seek mutual resolution prior to filing a ULP.

Section 1. The Employer and the Union agree that before either party files a formal Unfair Labor Practice (ULP) charge against the other with Federal Labor Relations Authority (FLRA), the following procedure may be used to informally settle the alleged charge.

Step 1. If the Union is the charging party, a copy of the informal ULP charge will be provided in writing to the LMER. In the event the Employer is the charging party, the informal ULP charge will be provided in writing to the Union Business Manager and Representative.

Step 2. Two management representatives and two Union representatives will meet within five (5) working days after receipt of the informal ULP charge. They will have up to five (5) working days from the meeting date of the informal ULP charge to attempt resolution. When an extension is required for investigation, the party may request in writing (5) extra working days prior to the due date.

Step 3. If resolution has not been reached through the informal process, the charging party may choose to file formal charges with the FLRA.

Section 2. Nothing in this agreement is intended to preclude either party from using the procedures established by the FLRA to resolve alleged Unfair Labor Practice Charges. However, it is the intention of the parties to use this informal procedure as an alternate dispute resolution method.

ARTICLE 41 **CHARITABLE CAMPAIGNS**

Section 1. The Parties recognize the importance of employee participation in authorized charitable-fund raising campaigns, savings programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall refrain from exerting pressure upon employees to participate.

Section 2. Charity Drives

The Combined Federal Campaign (CFC) and Army Emergency Relief Program (AER) are the only authorized charitable fundraising drives in the Federal workplace. No other fundraising drives may be conducted during the CFC and AER fundraising periods.

ARTICLE 42 **INFORMATION REQUEST**

Section 1. Information Requests/Release

The Union can request information from the Employer under Section 5 USC 7114(b)(4)(B) which requires agencies to furnish the exclusive representative with data necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining. Such information, to be necessary, must be relevant to negotiations or to a Union representational activity. The Statute sets forth three criteria which must be met before the duty to furnish data arises:

- a. Be normally maintained in the regular course of business;
- b. Be reasonably available and necessary; and
- c. Not be guidance, advice, counsel or training for management relative to collective bargaining.

The Employer, after notification by the LMER of a validated Union request, will provide the requested information within (14) calendar days after receiving the request, or explain in writing why it needs more time.

Section 2. Freedom of Information Act (FOIA) and the Privacy Act.

In accordance with FOIA and the Privacy Act, the Union may request from management information, material, directives, supplements, classification standards, etc., if requested through FOIA.

ARTICLE 43 **FLEXIBLE EMPLOYEES**

Section 1. As set forth in AR 215-3, Flexible (Flex) Employees serve in a continuing position on a scheduled or an as-needed basis. There is no upper limit to the number of hours a flexible employee may work.

Section 2. FLEX Employees are subject to the same attendance requirements as regular Employees.

Section 3. FLEX Employees are ineligible for benefits. There is no upper limit to the hours a Flexible Employee may work (subject to overtime limitations and work scheduling requirements).

Section 4. The Agency considers all Employees for conversion non-competitively, from RPT to RFT and from Flexible to RPT/RFT subject to business needs of the activity. As with any change in employment category, Employee performance is a consideration.

ARTICLE 44 **WELLNESS PROGRAM**

Both Parties agree that personal wellness/physical fitness is an individual responsibility. Employees are encouraged to set up regular fitness programs per the Installation Management Command (IMCOM) Wellness Contract and AR 600-63, The Army Personnel Development System. When available, the Employee may have access to fitness sites on JBM-HH to include fitness center gyms, outdoor fitness equipment, fields, walking tracks and sidewalks on the installation.

ARTICLE 45 **SUPERVISOR PERSONNEL FILE (SPF)**

It is understood that the SPF is a record kept and used by the Employee's immediate supervisor. The SPF will be safeguarded and stored in a manner that limits access to such records to supervisors or other agency officials as appropriate to the circumstances. This folder contains employees' personal information, so it should be safeguarded and protected. Therefore, supervisors should manage and protect the SPF in accordance with the Privacy Act of 1974 guidance.

ARTICLE 46 **EMPLOYEE BENEFITS**

Section 1. Consistent with applicable laws and regulations, regular employees are entitled to participate in NAF Employee Benefits Programs: Health and Dental Benefit Plan, Life Insurance; Retirement Program, 401(k) saving plans administered by the Agency. If an employee elects to participate in any of the benefit programs, the Employer will take the required payroll deductions from the employee's earnings each pay period. Failure to enroll during the applicable eligibility period may result in an employee being deprived of certain benefits. Therefore, the Employer will fully explain these benefits to each employee, and employees will sign appropriate documentation, indicating their enrollment or waiver, before the end of their eligibility period. During "Open Season", employees can make changes to their health/life coverage. For more information on benefits go to www.nafbenefits.com.

Section 2. Retirement:

Upon initial placement in a regular appointment retirement participation is mandatory for the first six months. After this initial period, it is up to the discretion of the employee to contact HRO to affect changes.

Section 3. Employees will be provided with parking near their place of work at no cost on a first come first serve basis.

Section 4. Child Assistance Program. The Employer authorizes Direct Care Employees space for their dependent children during their duty hours, on a space available basis. Normal fees for this service will be charged directly to the Direct Care Employee. The application of patron priorities will be IAW DoD Instruction 6060.2 "Child Development Programs." Enrolled dependents will not be permitted at the same room were the parent/employee works. Employees cannot pick up or drop off their children during duty hours, unless there is an emergency.

ARTICLES 47 **PUBLICATION AND DISTRIBUTION OF AGREEMENT**

Section 1. An electronic copy of this Collective Bargaining Agreement will be provided to the Parties, and the Employer and Union may each reproduce copies for their use. A hard copy of the Agreement will be included in each classroom resource binder.

Section 2. The CBA will be provided as hard copy or via email to all current employees and new hires in the bargaining unit and to every supervisor. The printing and distribution will be at no cost to the Employee.

Section 3. This document will be made available on the JBM-HH website at www.army.mil/ibmhh as well as the CYS Shared Drive.

ARTICLE 48 **DURATION AND CHANGES**

Section 1. This agreement shall be subject to review by DOD personnel Management services Defense Field Advisory Service for legal, regulatory, and negotiability compliance. If the Agency head does not approve or disapprove within the (30) day period, the agreement will be in effect on the (31st) day after it was executed by both Parties. Should the review reveal a violation(s), the employer will notify the union of the violation and the two parties will take whatever appropriate corrective action they may agree upon.

Section 2. This Agreement will become effective on the date of its approval by the Department of Defense head of the Agency or designee and shall remain in full force and effect for a period of three (3) years. This Agreement will automatically be renewed for one (1) year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the (120th) and (30th) day prior to expiration of the contract. This Agreement will remain in full force and effect until a new agreement is negotiated and approved.

Section 3. This agreement is subject to reopening by mutual consent of the Parties. Amendments and supplements to this agreement may be negotiated at any time after six (6) months from the date of approval by mutual consent of the parties, or when such revisions are required by changes in applicable laws or the regulations of appropriate authorities.

Section 4. When the renegotiation of this Agreement is pending or in process, and the Parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is affected.

Section 5. Any issues not addressed herein will be addressed through applicable laws, rules and regulations.

Section 6. Changes in laws or regulations of appropriate authorities which invalidate articles or sections of this agreement will not have effect of nullifying the total agreement.

ARTICLE 49 **MISCELLANEOUS**

Section 1. Upon the Union's written request, and not more than two times during each calendar year, the employer will furnish the union a listing of bargaining unit employees. Each such listing shall include the names, pay plan, occupational series, grade, title, employment category, assigned position description number, length of service, and organization activity.

Section 2. Executive Order 13837 does not preclude the Union from requesting and utilizing space in the facility for non-routine meetings with bargaining unit employee(s), such as work station, or other meeting space for the purposes of the non-routine meeting without charge provided such utilization does not interrupt nor disrupt normal business processes.

Section 3. The Employer agrees to furnish at no cost to the employees all uniforms which the Employer requires the Employee to wear in the performance of their duties.

Approved by the Department of Defense on August 25, 2020