

Between  
International Association of Machinists and  
Aerospace Workers District Lodge 725

Local Lodge 25  
Fort Irwin Installation and Morale, Welfare, and  
Recreation Fund (IMWRF)

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## REGULATORY REQUIREMENTS

SECTION 1. In the administration of all matters covered by this agreement and all supplemental implementing subsidiary or informal agreements between the Employer and the Union, officials and employees are governed by existing or future laws and the regulations of appropriate authorities or authorized by terms of a controlling agreement at a higher agency level. The Employer recognizes the right of the Union to allege that no compelling need exists for the Employer to implement a specific DoD or DA directive and to seek relief by exercising the rights accorded the Union by 5 USC 7117 (Compelling Need). Where DoD, DA or the Federal Labor Relations Authority determines that no compelling need for the directive exists the matter may be negotiated at the time.

SECTION 2. The Employer agrees that all employees in the Unit will be accorded equitable and uniform treatment in the application of such laws, regulations and policies. Complaints and dissatisfactions with their application may be submitted for resolution under the negotiated grievance procedure contained in the Agreement insofar as the application is within the administrative discretion of the Employer. In matters where statutory procedures exist, those procedures must be utilized by the Employee.

SECTION 3. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

## ARTICLE ONE

### EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

SECTION 1. The Employer recognizes the Union as the exclusive bargaining representative for all employees included in the bargaining unit defined in Section 2 of this Article.

SECTION 2. Definition of Bargaining Unit and Employees Covered By This Agreement as Listed Below:  
Included: All Non-Appropriated Fund employees, including Regular Full Time, Part Time and Flexible employees of the National Training Center, Fort Irwin, CA  
Excluded: Professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

SECTION 3. Subsequent references hereinafter to "Employee" will be understood to apply to the employees of the recognized bargaining unit represented by the Union.

ARTICLE TWO  
RIGHTS AND OBLIGATIONS OF THE EMPLOYER

SECTION 1. Management officials of the Agency retain these rights in accordance with applicable laws and regulations:

To determine the mission, budget, organization, number of employees, and internal security practices of the Agency.

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.

To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted.

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

Among properly ranked and certified candidates for promotion; or

Any other appropriate sources; and Nothing in this Article shall preclude the Employer and the Labor Organization from negotiating upon mutual agreement of both parties:

on the number, types, and grades or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means or performing work;

procedures which management officials will observe in exercising any authority under this Article;

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

ARTICLE THREE  
RIGHTS AND OBLIGATIONS OF EMPLOYEES

SECTION 1. 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 deductions.

SECTION 2. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist District Lodge 725 and Local Lodge 25, IAM&AW, or to refrain from any such activity, and each employee shall be protected in the exercise of this right. It is agreed, however, 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.

SECTION 3. Nothing in this Agreement precludes an employee of the bargaining unit, regardless of union membership, from bringing matters of concern to the attention of appropriate officials (i.e., supervisor, chain of command, Staff Judge Advocate or Inspector General) under applicable law, rule, regulation, or established agency policy or form choosing his/her own representative in a grievance.

SECTION 4. The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:  
The employee reasonably believes that the examination may result in disciplinary action against the employee; and  
The employee requests representation.  
The Employer shall annually notify the employees of their rights under Weingarten rules.

#### ARTICLE FOUR RIGHTS AND OBLIGATIONS OF THE UNION

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

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

SECTION 3. Grievance or complaints of employees in the unit are subject to the negotiated grievance procedure contained in this negotiated Agreement. An employee may handle his own grievance or select his own Union representative in such proceedings. However, the Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning such grievances and at the appropriate time to make its views known. If such discussions led to consideration of disciplinary action or of possible modification of personnel policies or other matters which the Employer is obligated to discuss with the Union, decisions on such matters will not be made by management until this obligation is discharged.

SECTION 4. Since the public interest requires high standards of employee performance and progressive work practices to facilitate improved performance and efficiency, the Union agrees to help the Employer in the furtherance of those standards by encouraging employee involvement.

SECTION 5. The Union will insure that internal Union business such as soliciting membership, election of officers, posting and distributing Union literature, and holding Union meetings are conducted during non-duty hours of the employees involved.

SECTION 6. The Union agrees it shall not call or participate in a strike, work stoppage, or slowdown, nor will it condone such activities by failing to take action to prevent or stop such activity. The Union has a right to picket so long as the picketing does not interfere with Agency operations and picketing is not considered official time.

SECTION 7. 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 unit or their representatives concerning any grievance or personnel policy or practices or other general condition of employment.

SECTION 8. All new employees, at the time of in processing, will be informed about the existence of the Union and provided a personal copy of the Collective Bargaining Agreement.

SECTION 9. The Union will be notified in advance of New Employee Orientation sessions and will be permitted a 15 minute block of time to have a representative speak to those in attendance.

#### ARTICLE FIVE

#### MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

SECTION 1. Matters appropriate for advance consultations, discussions, or negotiations between the parties are policies and practices relating to working conditions which are within the discretion of the Employer, including but not limited to, such matters as safety, training, labor management cooperation, employee services, methods of adjusting grievance, appeals, granting of leave, promotion plans, details, demotion practices, pay practices, business based actions, reductions-in-force and hours of work.

SECTION 2. Either party has the right to confer with the other concerning subjects appropriate for consultation or negotiation as outlined in Section 1 above, an matters affecting employee morale. The party desiring a meeting shall provide a 2 calendar day notice to the other party specifying the subject matter to be discussed and, if appropriate, 3 summarizing the incident or condition, if any, which necessitates the meeting.

SECTION 3. It is recognized that this Agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

SECTION 4. The Director of Civilian Personnel (DCP) designee is the initial point of contact between the Employer and the Union on all matters arising out of the Employer-Union relationship except where other designees are specifically established elsewhere in this Agreement. The DCP designee will be the Employer's representative in dealing with the Union's officers and elected officials. This designation shall not be applied so as to interfere in the normal day-to-day relationships between a designated Steward and the appropriate supervisor.

#### ARTICLE SIX UNION REPRESENTATION

SECTION 1. The Employer recognizes the Union as the exclusive collective bargaining agent for all employees covered by this Agreement. The Employer further recognizes the right of the Union to designate Shop Stewards and Chief Stewards from among the employees of the Unit. The Employer agrees to recognize the Shop Stewards and Chief Stewards designated by the Union. The Union reserves the right to assign its stewards so that the various organizations will

have adequate coverage (recommend 5 stewards 2 - COD, 2 - CDS, 1 - all other areas and Chief Steward). The Union will provide the Employer with a quarterly roster, in writing, of its officers and shop stewards and any changes thereto. As a minimum the roster will contain names, organizations, and telephone numbers.

SECTION 2. Officers and Stewards will be permitted reasonable time to contact employees and management officials on matters directly related to working conditions or employee problems or grievances and labor management activities. Time used by a Steward during scheduled work hours in the performance of representational duties will be obtained in advance by submission of an official time form (shown at Appendix A) with the knowledge and approval of his/her immediate supervisor. 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. In the event the Steward's official business cannot be concluded within the approved time of absence, he/she may contact his/her immediate supervisor and request additional time and it will be accommodated, if possible, by the supervisor. When a Steward/Officer enters a work area, he/she will notify the immediate supervisor. If the Employer cannot release the grievant at that time, the Employer will advise the Steward of the time when the grievant will be available. Upon return to his/her work area, he/she will personally notify his/her immediate supervisor of his/her return to duty. The Employer will grant such request unless such absence would cause an undue interruption of work or jeopardize the operation of the work unit, and if a specific request is denied the Steward and Employer will seek mutual agreement on an alternative time for absence, determined by the supervisor. The Chief Steward will be permitted to contact employees and supervisor without regard to specific organizational assignment, subject to the same conditions as any regular Steward.

SECTION 3. In addition to Section 2, Union officials and affected employees will receive administrative/official time in accordance with 5 U.S.C. 7131 for preparation for and attendance at grievance meetings, arbitration hearings and oral reply meetings.

SECTION 4. The Union will endeavor to select Stewards who possess qualities of leadership and responsibility and who will deal 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 U.S.C. Chapter 71, as well as the provisions of this Agreement. The Employer will notify the Union of undesirable conduct of a Steward and the Union will investigate such charges and take action deemed appropriate by the Union. (In the case of a Steward, Employer will contact Chief Steward, if Chief Steward, Employer will contact District.)

SECTION 5. Duly designated representatives and officers of IAM&AW District Lodge 725 and Local Lodge 25, will be authorized to visit areas of the installation on appropriate local Union business subject to applicable security regulations and with the concurrence of the facility manager and Division Chief of the NAF area involved.

SECTION 6. Non-local Union representatives may visit activities of the Employer at reasonable time on appropriate Union business provided they present proper credentials to the DCP designee and explain the purpose of such visits. Visits shall be confined to those functions authorized by controlling regulations and procedures will be subject to applicable security regulations.

SECTION 7. It is agreed that no Union representative shall be denied any right or privilege he may otherwise be entitled to solely because of his activity as a Union representative.

SECTION 8. The Employer agrees that when it is necessary to detail an employee from one facility or work location to another, Shop and Chief Stewards will be the last in their job rating to be detailed and will be the first in their job rating to be returned, where possible, in accordance with applicable regulations and the needs of the facility. In any event, the Union will be consulted when the Fund Manager deems it necessary to detail a Shop or Chief Steward from one facility or work location to another.

SECTION 9. When the Union wishes to conduct a formal membership drive within the Bargaining Unit, it shall submit a written request for such authorization for such drive to the DCP one week in advance of the date of the start of the drive. Such request shall specify the dates for which authorization is requested, the hours of the day, the areas in specific buildings in which solicitation is desired during an employee's non-duty time, and the facilities the Union wishes to utilize. The Union will not be unduly denied this request. This section does not apply to informal, day-to-day membership recruitment efforts.

## ARTICLE SEVEN UNION-MANAGEMENT MEETINGS

SECTION 1. Union representatives shall be permitted to meet with supervisors, Division Chiefs, Business Manager and Director of the Employer on appropriate subjects of general interest to employees.

SECTION 2. A Union representative desiring to meet with a management official on an appropriate subject of general interest to employees shall request such meeting through the DCP designee. Earnest attempts shall be made to satisfactorily resolve appropriate matters of general interest to employees at the lowest possible management official/Union representative level.

SECTION 3. The DCP designee and Business Manager or Division Chief and the Chief Steward and one other union official shall meet at least once each month to discuss items of general interest to employees. If, however, it is mutually agreed that a meeting is not necessary, no meeting shall be held. If minutes of such meetings are kept by one party, such minutes shall be subject to the other party's review and comment as to their accuracy.

SECTION 4. At least five calendar days prior to any regularly scheduled meeting, Union officials and the DCP designee shall exchange agenda, briefly describing those items they desire to discuss at the meeting. Matters not on the agenda may be discussed by mutual agreement.

SECTION 5. The procedures set forth in the Article shall not be used in lieu of available grievance or appeal procedures. Consequently, employee grievances and appeals shall not be discussed at any meeting held in accordance with this Article.

#### ARTICLE EIGHT UNION TRAINING SESSIONS

All requests for administrative excusal for Union sponsored training and matters within the scope of Title 5 U.S.C. Chapter 71 shall be submitted to the DCP designee. Union officers and stewards will be administratively excused to attend Union sponsored training sessions, provided the subject and matter is of mutual concern to the Employer and the Union. Administrative excusal for its purpose will cover only such portions of the training session as meet the forgoing criteria and will not exceed 24 hours for any individual within a calendar year, and shall be subject to manpower requirements.

#### ARTICLE NINE EMPLOYMENT AND STAFFING

SECTION 1. Direct recruitment has been delegated for certain trades and crafts (NA) and white collar (NF) positions to the Community Operations Division. Management must follow all established regulatory procedures in filling positions.

SECTION 2. Background checks are required prior to referral of any candidate to Child Development according to the Military Child Care Act. Employees with access to safes or who sign for property will be required to complete a National Agency Questionnaire.

#### SECTION 3. Separation.

Flexible employees may be separated with an advance notice of seven (7) calendar days. DA Form 3434 may be used to provide notice and will be mailed to the last known address of the employee. Such separations are not grievable, are taken without prejudice, and do not preclude reemployment. No severance pay is allowed.

Limited Tenure employees may be separated prior to the projected expiration date with a minimum fourteen (14) calendar days' notice. Such separations are not grievable, are taken without prejudice, and do not preclude reemployment. No advance notice is required upon completion of the projected period. Severance pay will not be given to employees separated from limited tenure appointments.

An employee who fails to report to duty and is carried in an AWOL status for three (3) consecutive scheduled work days may be separated for abandonment of position. Procedures in AR 215-3 will be used in effecting the separation. The employer agrees to give consideration to any legitimate reasons or extenuating circumstances the separated employee provides and will make a determination based on these reasons to support or rescind the action.

SECTION 4. The probationary period for all bargaining unit regular full time and part time employees is six (6) months. Flexible service is creditable when the flexible appointment is

converted to a regular appointment with no change in duties and with no break in service. Maximum flexible service credit may not exceed 6 months.

SECTION 5. Employees detailed to a higher graded position will be paid at the higher rate of pay (temporary promotion).

ARTICLE TEN  
OF WORK AND TOURS OF DUTY  
HOURS

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SECTION 1. 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 Army. The Employer can make exceptions when emergencies or mission requirements preclude compliance.

SECTION 2.

The parties hereby agree that the administrative workweek at Fort Irwin will be 0001 Thursday through 2400 on the following Wednesday.

The Employer will establish a basic 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. Management will make a reasonable effort to schedule two (2) consecutive days off for employees.

The workday for full-time employees is eight (8) hours, with a 30 to 90 minute non-paid lunch period as determined appropriate between the employee and the facility manager. The basic workweek for regular part-time employees is a scheduled tour of 20 to 34 hours which requires service on a regular repetitive basis one or more days of each administrative workweek.

No employee shall be scheduled to work more than six (6) hours in any workday without a meal period of 30 to 90 minutes.

SECTION 3. Work schedules will be established or changed at least two(2) weeks in advance will be announced in writing, and will continue for a period of at least 2 administrative workweeks; however, it is recognized that emergency situations and/or operational requirements may necessitate changes in employee schedules which requires less than a 2-week notice to the employee. In order to maintain adult/child ratios within Child Development Services programs it may be necessary to change work schedules in a more flexible manner. When the Employer knows in advance of an administrative workweek that the specific days and/or hours of a day actually will differ from those required in the current workweek, the employee's regularly scheduled administrative workweek will be rescheduled to correspond with those specific days and hours. Changes to work schedules should be done as an exception not a normal occurrence.

SECTION 4. Employees may make written requests for permanent assignments and supervisors will grant such requests based on seniority and such matters as work load requirements and extenuating circumstances. Reductions in scheduled hours for flexible employees will be based on employee performance. Employees will be given a monthly written appraisal checklist. It is

agreed by both parties that the written appraisal checklist will be mutually agreed upon before implementation.

For Example, checklist could include such items as: Employee reports for work on time. Employee reports for work in a clean uniform. Employee has had customer complaints.

SECTION 5. Rest Periods: Employees who work four (4) hours will be entitled to a ten (10) minute break. Employees who work eight (8) hours will be entitled to two (2) ten (10) minute breaks. The rest period will not be a continuation of the lunch period or taken immediately prior to the end of a shift. Supervisors may suspend any particular rest period to meet an emergency work situation.

SECTION 6: The Union will be advised of proposed changes in activity operation hours. At which time the Union may exercise its right to consult/negotiate. When it is a business based action which is solely made from financial shortfalls, the Union will be notified as soon as such matters are contemplated.

SECTION 7. If an employee reports for work at the prescribed starting hour on a scheduled workday capable of working, but is prevented from performing his/her regularly assigned duties by circumstances beyond the employer's control, the Employer will make every attempt to keep the employee gainfully employed by assigning him/her to other duties. Employees sent home under these conditions will be compensated at their regular scheduled rate of pay for the number of hours he/she would have worked that day.

SECTION 8. All employees will be paid a minimum of two (2) hours if they are called in to work or called back to duty.

SECTION 9. Shift differentials, Sunday premiums, overtime pay and holiday pay will be governed by the Collective Bargaining Agreement and applicable Army regulations.

SECTION 10. 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 in accordance with Article 18.

#### ARTICLE ELEVEN OVERTIME

SECTION 1. Overtime work assignments shall be distributed equitably among qualified employees consistent with work load requirement. Overtime will be offered at the discretion of the supervisor to the most qualified employee on duty at the time. If that employee turns down the overtime, next senior employee will be offered the overtime and so on. Most junior employee on duty at the time will be required to work the overtime.

SECTION 2. 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 3. Trades and Craft employees who work in excess of eight (8) hours a day or forty hours a week will be compensated in accordance with provisions of Title 5. Employees may request compensatory time in lieu of overtime. All other NAF employees will be covered under Fair Labor Standards Act for overtime pay (i.e. NF and CC employees will receive overtime for any hours over 40 in an administrative workweek.) Employees called back to duty will be paid a minimum of two hours pay at the authorized rate.

SECTION 4. 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 when an employee has volunteered to work authorized overtime, or has been directed to work overtime, his failure to report and work as directed may subject him/her to disciplinary action.

SECTION 5. When employees are required to work overtime two (2) hours or less beyond the end of the regular workday in an emergency situation, the Employer will allow a 15 minute compensated break. If the overtime requirement is for four (4) hours or more, a 30 minute uncompensated break will be allowed. Employees who are required to work overtime, without prior notice in emergency cases, will be allowed one (1) phone call without cost to the employee to notify immediate family or child care provider in the local area.

SECTION 6. The Employer will maintain records in the Time Labor Management System of all overtime worked, and overtime turned down will be maintained manually. Upon request, the Union may review overtime records to investigate alleged inequities in the distribution of overtime.

#### ARTICLE TWELVE HOLIDAYS

SECTION 1. Eligible employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays, days of mourning, and any such type days that may be designated by Executive Order.

Current holidays are:

First day January (New Year's Day)

Third Monday of January (Martin Luther King Jr. Birthday) Third Monday of February (President's Day)

Last Monday of May (Memorial Day) Fourth day of July (Independence Day) First Monday of September (Labor Day)

Second Monday of October (Columbus Day) Eleventh day of November (Veteran's Day) Fourth

Thursday of November (Thanksgiving) Twenty-fifth day of December (Christmas)

SECTION 2. Holidays designated by Executive Order or law will normally be observed as non-workdays, subject to applicable regulations as well as mission and workload requirements.

SECTION 3. Eligible employees scheduled to work on a holiday may apply for leave and have such leave approved if his/her services can be spared.

SECTION 4. Eligible employees who are scheduled to work on an established holiday will be compensated in accordance with existing law, rule and regulation.

SECTION 5. The Employer will make a reasonable effort to grant annual leave to employees upon request for any religious holiday associated with the religious faith of the employee.

SECTION 6. Employees assigned to regularly scheduled night work which would entitle them to night shift differential will be entitled to be paid night shift differential on all days designated as holidays on which they are not required to work.

#### ARTICLE THIRTEEN ANNUAL LEAVE

SECTION 1. Eligible employees shall earn annual leave in accordance with applicable regulations. Approval of an employee's request for accrued annual leave shall be granted, subject to work load requirements and available manpower and provided the employee gives the appropriate supervisor reasonable advance notice. Approval of request for annual leave for unforeseen emergencies will be considered as circumstances warrant.

SECTION 2. In the event of conflict as to choice of leave periods, the earliest date leave request will be considered first priority.

SECTION 3. Provided mission and workload requirements allow, employees will not be denied the use of annual leave when they are in a use or lose status, provided they have not been given ample opportunity to avail themselves of leave earlier in the leave year. Employees will however be able to have leave restored that has been forfeited due to mission and workload requirements which have caused leave to be canceled provided they follow the procedures outlined in AR 215- 3.

SECTION 4. Employees requesting emergency leave will notify their supervisor, personally if capable of doing so, as soon as possible after an emergency has arisen, but not later than two (2) hours after the start of the scheduled shift.

See Appendix F for accrual rate.

## ARTICLE FOURTEEN SICK LEAVE

SECTION 1. Eligible employees shall earn and be granted sick leave in accordance with applicable statutes and regulations. Flexible employees do not accrue sick leave but are required to abide by the notice periods in this article.

SECTION 2. Sick leave, if available, shall be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, pregnancy, or medical confinement, or for medical, dental, or optical examination or treatment; or when a member of the immediate family of the family of the employee is incapacitated for any of the above reasons and requires assistance from the employee under the Family Friendly Leave Act (FFLA).

SECTION 3. Each employee is responsible to notify his/her supervisor as soon as practical, normally by telephone, if he/she is prevented from reporting to work because of an incapacitating illness or injury. Employees will make every reasonable effort to give such notice prior to the start of their schedule shift, but will insure that notice is given within the first two (2) hours of the scheduled shift. Child Development Service Direct Care employees will ensure that notice is given in adequate time to allow replacement in order to maintain adult/child ratio. Employees sent home from work because of illness shall be subject to the forgoing reporting requirement on the following workday if still incapacitated. When any absence due to illness extends from one workweek into another, the employee shall notify his/her supervisor on the first day of the second week and each week thereafter until his/her return to duty.

SECTION 4. Employees shall not be required to furnish a medical certificate to substantiate request for approval of sick leave unless such leave exceeds three (3) working days of continuous duration, except in individual cases where an employee has been given a letter requirement.

When sick leave exceeds three (3) continuous workdays, however, a medical certificate will be required to cover all periods in excess of three (3) days and it must be furnished on the day of return to duty. On the day of return to duty, the employee will be required to report to the Preventive Medicine Department (Bldg. 1204) for release prior to beginning the duty day.

SECTION 5. Letters of requirement may be issued to employees by the Employer where there is reason to suspect the employee is abusing sick leave privileges. In such cases, the employee will be advised in writing that, because of his/her questionable sick leave record, a medical certificate will be required for each subsequent absence of sick leave.

SECTION 6. Letters of requirement will be reviewed by the employer six (6) months from the date of issue. If substantial 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. The employee will be notified in writing of determinations made at each six-month review.

SECTION 7. The Union will cooperate with the Employer in efforts to encourage employees to give maximum advance notice of incapacitation for duty and to eliminate abuse of sick leave by encouraging employees to use sick leave properly in accordance with applicable laws and regulations.

SECTION 8. Provisions of this Article are not applicable to flexible employees. See appendix F for accrual rate.

#### ARTICLE FIFTEEN OTHER LEAVE AND ABSENCES

SECTION 1. Eligible employees may be granted leaves of absence without pay in accordance with applicable laws and regulations. Such leaves of absence without pay shall not exceed one year for each application but can be granted in 90 day increments at the discretion of the supervisor. Final decision on granting LWOP rests with management.

SECTION 2. The Union may designate employee members as representatives elected or appointed to Union activity necessitating a leave of absence, and upon written notification to the Employer by the union, such employees may be granted annual leave or leave without pay provided manpower requirements permit.

SECTION 3. When an absence of the employee representative is for receiving information, briefings, or orientation relating to matters within the scope of 5 U.S.C. Chapter 71 (the Statute), he/she may be granted administrative leave provided manpower requirements permit. Such administrative leave shall normally not exceed 24 hours for any individual within a 12 month period.

SECTION 4. Employees returning to duty from approved leave without pay will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable regulations.

SECTION 5. Employees who volunteer as blood donors, without compensation, to the Blood Bank, or respond to emergency calls for needy individuals, may be authorized 4 hours excused absence for the blood donations provided mission and workload requirements allow at the discretion of the facility manager. The 4 hour period includes the time required to travel to and from the blood donation center (on post only) and to give blood. 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 donation facility verifying the blood donation and date.

SECTION 6. Eligible employees will be granted Court Leave in accordance with applicable laws and regulations. An employee will immediately notify his/her immediate supervisor when called for court service, either as a juror or witness on behalf of the US Government, or his/her employing activity. The court order, subpoena, or summons, if issued will be furnished to substantiate a leave request and upon return to duty the employee must furnish written evidence

from the courts showing the dates and hours he/she served at court. When an employee is excused from jury duty for one day or a substantial portion of a day (more than 2 hours remaining in duty day after travel), he/she must return to duty. Employees granted court leave to perform jury duty will collect all fees paid by the court and forward such fees to this Activity Head/Custodian (minus mileage allotment). If the employee works 2nd or 3rd shift, he/she will work their shift (hours adjusted for court time). This section does not apply to flexible employees. Upon employee request, excusal letters will be provided for flex employees.

SECTION 7. Military leave will be afforded to reservists of the Armed Forces in accordance with Section VII paragraph 5-34 or AR 215-3.

SECTION 8. Brief absences from duty of 59 minutes or less and tardiness may be excused when reasons appear adequate to the supervisor. An absence may also be compensated for by additional work, or may be charged against any compensatory time the employee may have to his/her credit, or may be charged to annual leave, leave without pay (with employee's consent), or absence without leave. An employee may not be required to work during a period he/she is charged annual leave, leave without pay, or compensatory time.

SECTION 9. Family and Medical Leave Act. Up to twelve (12) weeks of unpaid leave for qualifying purposes in accordance with the provisions of the Family and Medical Leave Act of 1993.

#### ARTICLE SIXTEEN PROMOTIONS

SECTION 1. Promotions are based upon skills, knowledge and abilities. The Employer agrees that qualification requirements shall not be established to fit a certain employee or applicant. The Employer agrees to furnish the Union a copy of each Nonappropriated Fund vacancy announcement or bulletin. Position vacancy announcements shall be posted on official bulletin boards, in areas where Unit members are employed and will remain open not less than five (5) calendar days. Bulletins for Direct Hire positions must be open for 3 calendar days.

SECTION 2. Employees may apply for promotion when a valid vacancy announcement exists.

SECTION 3. Vacancy announcements (bulletins) may be open continuous for period not to exceed six months. Announcements will provide a summary statement of duties, a statement of minimum qualification requirements, and a statement of any special skill determined essential for effective job performance.

SECTION 4. Requirements of AR 215-3, chapter 2, paragraph 2-3 and 2-8.1, Selection priority will be followed for all appointments and promotions.

SECTION 5. An employee may be repromoted to the highest grade or level he/she had previously held on a permanent basis, provided the employee was not demoted or separated from that grade because of deficiencies in performance or "for cause" reasons. This action may be made on a noncompetitive basis.

ARTICLE SEVENTEEN  
TRAINING AND EMPLOYEE UTILIZATION

SECTION 1. Subject to availability of spaces and funds, noncompetitive procedures may be used in changing flexible positions to part-time or full-time, or in changing part-time positions too full-time.

SECTION 2. Supervisors will provide necessary on-the-job orientation training to assist an employee assigned to a new position to reach expected performance standards.

SECTION 3. If training is given primarily to prepare employees for advancement, selection for the training will be made following competitive procedures in accordance with applicable regulations.

SECTION 4. The Employer will provide appropriate training to employees affected by new procedures or by the installation of new equipment.

SECTION 5. Consistent with manpower requirements, it shall be the responsibility of the Employer to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency of employees in their assigned positions, to determine the number and types of employees to be trained and to provide the means and facilities to furnish such training.

ARTICLE EIGHTEEN BUSINESS BASED ACTIONS

SECTION 1. This section provides procedures for effecting reductions and realignments that are necessary to conduct operations in an effective manner. Business based actions are non- disciplinary, involuntary actions taken by management to adjust personnel resources with a minimum of disruption to operations. In no case may business based actions be used to separate, demote, or reduce pay or hours for inadequate performance, correct deficiency or to downgrade a position because of a change in classification standards, or correction of misclassification.

Business based actions include:

Reduction in pay rate (NF employees only).

Reduction in pay level/grade.

Reduction in hours of work.

Change in employment category.

Furlough.

Separation.

SECTION 2. The Employer will notify the Union when it is determined that a business based action is necessary. Prior to the issuance of official notices to the employees involved in a business based action, the Employer will notify the Union of the anticipated spaces abolished or changed, the approximate date when these personnel actions will be initially affected and reasons

For the business based action. The Employer agrees to consult the Union on the business based actions and shall 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 employees affected.

SECTION 3. In the event business based actions result in separation, existing vacancies considered necessary to be filled by the Employer will be utilized to place in continuing positions, qualified employees who otherwise would be separated.

SECTION 4. The determination of the positions to be affected, and, the type of personnel action to be taken with respect to each of the employees will be made by the Fund Manager. Such decisions will consider the cause for reduction, whether it is a temporary or permanent situation, the importance to the activity of the various functions, and the changed mission or organization. Determinations of the specific employees to be affected will be based on seniority, unless there are significant differences in employee knowledge, skills, and abilities may be used as the basis for selection. NAF CPO will be given a written notice of the business based action and will make the determination of seniority and provide the Fund Manager a summary of performance appraisals of all employees in the unit.

SECTION 5. Written notice will be provided to all affected employees. Notices will not be issued or effective between 15 December and 3 January. As a minimum the notice must:  
State the action being taken, including position, title, series, grade or pay band level, and rate of pay when applicable.

State the reason why the action was necessary and the effective date.

If the action is a separation, or demotion, include the statement: "This action is non- prejudicial and does not preclude reemployment.

Advise of severance pay entitlement when applicable. The separation personnel (DA 3434) action will show the amount of severance authorized at the time of separation.

Advise of impact on retirement, savings plan, and insurance participation.

Advise of placement on the local reemployment priority list and Headquarters Department of Army priority consideration system when applicable.

Advise employees of their right to grieve the administrative procedures followed by NAF CPO.

Advise Federal Wage System (Trades and Craft) employees of grade and pay retention eligibility if applicable.

Advise affected employees where they may review their place on the priority placement list and other pertinent records relating to the action taken,

SECTION 6. All actions requiring a DA Form 3434 (except separation) will be effective on the first day of a pay period. Notification periods are as follows:

Separation. Written notices must be issued to regular employees not less than 30 calendar days and normally, not more than 60 calendar days in advance of the effective date. During the notice period the employee will remain in a work and pay status. Flexible employees should be given an advance notice of 7 calendar days before any action is taken. Flexible employee and reemployed annuitants eligible to draw an unreduced annuity from a DoD NAFI who are in

affected job categories within the activity must be terminated prior to releasing any regular employee from that activity. The minimum and maximum notice period begins the day after the employee first receives written notice of the business based action.

**Reduction in Pay Rate.** This action may only be taken with NF employees and requires a minimum 10 calendar day advance written notice for both regular and flexible employees. Reduction in pay will not be applied to an individual employee but will be part of a general reduction in pay for an entire function.

Reduction in pay rate does not require a change in duties.

**Reduction in pay level/grade.** An NF employee may be reduced in pay level and an NA, NL, or NS employee may be reduced in grade only in consonance with a change to the position. A minimum advance written notice of 10 calendar days will be provided all employees.

**Reduction in hours of work.** Regular part-time employees will be given a minimum 10 calendar day advance written notice.

**Change in employment category.** An advance minimum written notice of 30 calendar days will be given regular employees.

**Furlough.** Furlough is a non-duty, non-pay during a furlough period no type of leave may be used, except for extended sick leave, approved prior to the notice of furlough and which will extend into or through the furlough period. Advance written notice will be provided that is equal to the length of the furlough up to a maximum of 30 days. For furloughs in excess of 30 days, a 30 day advance notice is required.

**Reemployment priority list.** The Civilian Personnel Office will retain the names of the regular employees separated by business based action for a period of one (1) year from the date of the separation. When a regular vacancy occurs at the same level and duties of their former positions, they will be offered the position. If more than one person is eligible, the individual with seniority will be offered the position. If the individual declines the offer, his or her name will be removed from the list. It is agreed that the Union representatives may review the reemployment priority list of affected employees, and a copy will be provided upon request.

**SECTION 7. Severance Pay Entitlement.** Regular employees who have completed at least 12 consecutive months of regular service will receive severance pay when as a result of a business based action:

A regular full-time appointment is changed to regular part-time and the employee declines the part-time employment and is separated.

A regular full-time or part-time appointment is changed to flexible and the employee declines the flexible employment and is separated.

A regular full-time or part-time appointment is changed to seasonal and the employee declines the seasonal position and is separated.

The rate of pay is reduced and the employee declines the reduced rate and is separated.

An employee is separated.

An employee who is to be furloughed for a period greater than 60 days declines the furlough and is separated.

**SECTION 8. Computation of severance pay will be calculated as stated below:**

The amount paid in a lump sum, shall be based on the number of hours the employee is regularly scheduled to work during the week averaged over a period not to exceed the previous twelve (12) months, and at the basic pay rate received immediately before

separation. Eligible employees will receive one week's pay, at the rate of basic pay the -- employee was receiving immediately before separation, for each full year of creditable service through ten (10) years; two week's pay, at the rate of basic pay the employee was receiving immediately before separation for each full year of creditable service beyond 10 years; and twenty-five (25%) of the otherwise applicable amount for each full three (3) months of creditable service beyond the final full year. The maximum amount of severance pay an employee may receive is 52 weeks of basic pay.

Determining Creditable Service for Severance Pay:

Service in a pay status as a Regular employee in one or more DoD NAFIs;

Military service that interrupted creditable service, as prescribed in Chapter 43 of 38 USC;

Service in a continuing appropriated fund position, if the employee moved from a DoD appropriated fund (APF) position to a DoD NAF position on or after January 1, 1987 without a break in service of more than 3 calendar days.

SECTION 9. Exclusions. Severance pay will not be paid when the employee:

a. Has refused the offer of a NAF position of equal pay, appointment category, and seniority in the same commuting area.

Is employed in an appropriated fund or a regular NAF position without a break in service of more than 3 days.

The employee was separated because of misconduct, unsatisfactory performance or delinquency.

Is entitled to an immediate annuity that is not reduced because of the employee's age at the time of retirement.

Is receiving payment from the Department of Labor's Office of Workers Compensation Programs for a job related injury.

SECTION 10. Grievances resulting from a business based action may be initiated as a formal grievance at Step 3 within 15 calendar days of the effective date of the business based action and may only be filed on the grounds that proper administrative procedures were not followed.

## ARTICLE NINETEEN DISCIPLINARY ACTIONS

SECTION 1. The maintenance of discipline will be achieved, to the maximum extent possible, through cooperation, fairness, good supervisory practices, and adherence to reasonable standards of conduct. The objectives of disciplinary action are to motivate employees to achieve desired objectives, promote effective employee utilization, and promote efficiency. Discipline will be taken only for just cause and will be based on the preponderance of evidence. Where disciplinary action is necessary it will be administered promptly, reasonable, and without discrimination. In all cases, disciplinary actions should be initiated on a timely basis.

SECTION 2. Prior to the initiation of formal discipline against an employee, an investigation may be conducted to determine the facts and decide whether to proceed with the action. An employee, who, during questioning or examination in connection with the investigation,

reasonable believes that the investigation may result in disciplinary action, has the right to a Union representative, provided the employee makes such a request. If the employee elects representation, any further questioning will be conducted only in the presence of the representative.

SECTION 3. All disciplinary actions will be processed in accordance with the collective bargaining agreement and applicable regulations and employees shall be afforded all rights and privileges provided therein.

SECTION 4. Types of disciplinary action are oral admonishments, written reprimands, suspensions from duty without pay and separation for cause.

SECTION 5. An employee against whom a suspension of less than 14 days is proposed is entitled to:  
An advance written notice stating the specific reasons for the proposed action;  
A reasonable time, not less than ten (10) calendar days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his/her reply;  
Be represented by the Union; and  
A written decision and specific reasons will be rendered within ten (10) calendar days unless extended by mutual consent.

SECTION 6. An employee against who a separation for cause or an adverse action, (i.e., suspension of 14 days or more) is proposed is entitled to:  
At least thirty (30) calendar days advance written notice, unless the circumstances in AR 215-3, para 7-4 apply, stating the specific reasons for the proposed action;  
Not less than fifteen (15) calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;  
A written decision and specific reasons will be rendered within fifteen (15) calendar days of employee's response unless extended by mutual consent.

SECTION 7. The Employer will, upon receipt of a reply by the employee against whom a separation or suspension is proposed, will give the reply careful, detailed, and objective consideration before rendering, in writing, a final decision. The Employer will inform the employee in the decision letter of his/her grievance rights.

SECTION 8. Grievances resulting from disciplinary/adverse actions may be grieved only through the Negotiated Grievance Procedure provided for in this Agreement, commencing with the second step. Grievances must be filed within fifteen (15) calendar days of the effective date of the action.

SECTION 9. The parties recognize that in some cases, management may possess data which the Union properly requires in order to represent bargaining unit employees. In such cases, upon request by the Union, and to the extent not prohibited by law, management will furnish data which is normally maintained by management in the regular course of business and which is reasonably available and necessary for full and proper discussion, understanding and/or negotiation of subject within the scope of collective bargaining and representation of employees.

SECTION 10. Responsible judgment will be exercised in selecting among a variety of disciplinary penalties which may be imposed. The seriousness of the offense, the past record of the employee, the circumstances contributing to the offense, the probable effectiveness of the penalty in stimulating improvement, the reasonableness of the penalty, the time period since a previous like offense, and the influence of the penalty on the morale of other employees - all must be considered in reaching a decision on the action to be taken. In addition, there may be factors and considerations other than those mentioned above which are pertinent to the selection of the penalty.

SECTION 11. Suspensions pending disciplinary actions.

An employee may be placed on suspension without pay pending disciplinary action, when retention of the employee might result in damage to or loss of property or funds, or might be injurious to the employee or others, or when there are justifiable reasons to believe that the employee is guilty of a crime for which a prison sentence may be imposed. These suspensions are nondisciplinary actions.

If the disciplinary action taken results in suspension, the time spent in suspension pending the action will be counted as part of the penalty time.

SECTION 12. If any disciplinary action which involves loss of pay is not upheld, the employee will be "made whole" financially for pay and restored to the same or similar position with rights and benefits, less any amounts earned by other employment during that period (5 U.S.C. 5596).

SECTION 13. Letters of reprimand will be removed from the official personnel file after 2 years or earlier upon determination of the supervisor who imposed the letter of reprimand.

## ARTICLE TWENTY TIPPED EMPLOYEES

SECTION 1. For the purpose of this Article "tipped" employee are non-supervisory employees.

SECTION 2. All tips for Bargaining Unit employees which appear on charge slips and/or special party contracts will be submitted to payroll on tip sheets at the end of the pay period in which the tip was earned.

## ARTICLE TWENTY-ONE UNIFORMS

The Employer will provide uniform for those employees required to wear unique uniforms specific to an activity. All other items required will be provided by the employee (i.e., pants, shoes, etc.).

ARTICLE TWENTY-TWO  
USE OF FACILITIES AND BULLETIN BOARDS

SECTION 1. Reasonable space will be provided to the Union for posing of appropriate notices on employee bulletin boards. The Union shall be responsible for posting and removing materials in its assigned space, and agrees not to post material that does not meet the guidelines in Agency regulations concerning posting or distributing of Union material.

SECTION 2. The Employer agrees to provide space, if available, for the Union to assemble officers, stewards, representatives and/or members for meetings during non-duty time of employees involved. The Union will request such facilities from the DCP designee in writing and will provide janitorial and/or security services when required by the Employer.

ARTICLE TWENTY-THREE  
POSITION DESCRIPTIONS AND CLASSIFICATION

SECTION 1. Position descriptions will reflect the major duties assigned to employees and employees will be notified when a change in assigned duties is made.

SECTION 2. An employee and his/her representative, designated in writing, may review, in the NAF Civilian Personnel Division, Classification and Job Grading Standards covering the evaluation of the concerned employee's position and be provided a copy of any requested job description.

SECTION 3. An employee who believes his/her position is improperly classified should discuss the matter with their supervisor. The Employer, with such assistance as may be required from the NAF Civilian Personnel Division, will explain the basis upon which the position was evaluated to the employee.

SECTION 4. An employee may appeal the classification of his/her position without restraint, fear of reprisal, or prejudice. The Employer will furnish information on classification and job grading appeal rights upon request of an employee.

SECTION 5. Complaints relative to the grade of a position under the pay band system will be handled exclusively through the informal grievance procedure contained in the Agreement.

ARTICLE TWENTY-FOUR WAGES AND WAGE SURVEYS

SECTION 1. Full scale wage surveys, as required by law, will be conducted every two years and a wage change survey will be conducted in the year following the full scale survey. Bargaining Unit employee will be paid in accordance with the scales resulting from locality wage surveys except payband employees.

SECTION 2. The Employer and the Union will mutually exchange information on wages of the Union employees to bring matters of concern over wage surveys to the attention of the survey as soon as information is released.

SECTION 3. All bargaining unit personnel covered by pay banding may be given raises at any time, in any amount up to the top level of their pay band. Final authority is the Fund Manager.

SECTION 4. Nothing in the pay band system will preclude an employee from receiving an on the spot award or any other type of bonus or recognition.

SECTION 5. Each year, the minimum and maximum levels set forth above will be adjusted to reflect changes in the prevailing rates of the GS schedules. These adjustments represent the equivalent of traditional cost of living adjustment (COLA) in the private sector, and will be applied to the rate of each member of the bargaining unit.

SECTION 6. Nothing in the pay band system will preclude employees from receiving annual pay increases as a result of any study, or cost of living increases.

SECTION 7. Negotiated Economic Agreement for base year plus two at Appendix C. Profit Sharing Standard Operating Procedure Appendix D) will be used to determine which Community Operations Division employees receive profit sharing on a quarterly basis.

#### ARTICLE TWENTY-FIVE HEALTH AND SAFETY

SECTION 1. The Employer will provide and maintain reasonable safe working conditions in accordance with applicable Federal, State, and local laws and regulations relating to the safety and health of employees. All employees are responsible for prompt reporting of observed unsafe conditions. Employees who are required to use protective safety equipment provided by the employer must wear such items while carrying out work which subjects them to possible injury. When duties recognized by law or regulation as involving special hazards must be performed, the Employer will provide training indoctrination to the employees involved, and provide protective measures and equipment which shall be used by the employee.

SECTION 2. An employee or group of employees may not be required to work under conditions, which as determined by management, are unsafe or unhealthy beyond those inherent hazards which cannot be eliminated by standard safety practices and procedures. Any employee who believes that he/she is being required to work under unsafe conditions shall have the responsibility of bringing the matter to attention of the appropriate supervisor, and if not satisfied with the results use Chain of Command and if still not satisfied, may request the matter be brought to the attention of the Post Safety Office and/or Preventive Medicine/Occupational Health Office for appropriate action. Failure to wear protective clothing and equipment provided by the Employer may subject employees to disciplinary action.

### SECTION 3.

The Employer agrees that the use of military medical facilities by NAF civilian employees is normally limited to initial or emergency treatment for on-the-job injuries or illnesses will be provided without charge to the employee, as appropriate at the Emergency Room, Weed Army Community Hospital. In non-emergency cases, and subsequent to initial treatment, employees are required to select their own civilian physician and civilian medical facility.

The Employer agrees to insure that all civilian employees are trained in first aid and CPR procedures.

SECTION 4. It is agreed that all employees shall report job-related accidents immediately as required by existing regulations. The Employer will comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in the Emergency Room by injured employees during working hours shall not be charged to leave. Supervisors or their designee will accompany injured employees to the Emergency Room with the appropriate paperwork.

SECTION 5. It is agreed by the Employer and the Union that protection of health is a major factor in the morale and welfare of the employees of this installation. It is normally expected that physical exertion will be kept within the scope of duties of the position description.

### ARTICLE TWENTY-SIX ENERGY CONSERVATION/RECYCLING

The Union recognizes the importance of assisting the Employer in coping with reduced energy supplies through conservation of fuels, electricity, water, and all other forms of energy, and the Employer's right to take all reasonable measures to conserve energy. Employees are obligated to cooperate with the Employer and the Union to conserve energy through conservation measures. The Union agrees to support the recycling program and encourage members to recycle.

### ARTICLE TWENTY-SEVEN ADVERSE WEATHER

SECTION 1. When, in accordance with applicable laws and regulations, the Employer determines that activities must be curtailed due to adverse weather conditions, non-essential employees on duty at such time will be administratively excused without charge to leave or loss of pay. Normally, essential employees will be designated in writing.

SECTION 2. When the decision has been made to curtail activities during duty hours and to administratively excuse non-essential employees on duty, such employees will be promptly notified through their respective supervisors.

SECTION 3. When it is determined that activities are to be curtailed before normal duty hours, an appropriate announcement will be made through the media advising employees of those activities closed.

## ARTICLE TWENTY- EIGHT PERFORMANCE EVALUATION/RATING

SECTION 1. Each eligible employee will receive an annual performance evaluation at least once in a twelve (12) month period. Each eligible employee will receive his/her performance evaluation no later than thirty (30) calendar days following the end of the rating period. Any hourly increases that result from this evaluation will be effective the beginning of the first pay period following the evaluation due date.

SECTION 2. An employee's performance evaluation will be prepared by the supervisor having personal knowledge of the employee's performance for a minimum of 120 calendar days. If the employee has served less than 120 calendar days in a position at the date the annual rating is due or less than 120 calendar days under his current supervisor, the annual rating will be delayed until the end of the 120 calendar day period, or a performance appraisal will be filed jointly with the help of the previous supervisor.

SECTION 3. The supervisor will discuss with the employee his/her performance rating prior to making it a part of the employee's record. An employee whose performance is unsatisfactory will be provided written notice of the unsatisfactory performance setting forth the deficiencies. The employee will be given a grace period of at least 30 calendar days to bring his/her performance up to standard. During the notice period the Employer will make every effort possible to assist the employee to improve their performance quality.

SECTION 4. All evaluations of performance will be made in a fair and objective manner. An employee's initials on the evaluation, where initialing is provided for, indicate only that the evaluation has been received, and does not indicate an employee's agreement with the evaluation.

SECTION 5. The Employer will develop performance requirements for employees and provide a copy of these requirements to the employee. The Employer will evaluate employee performance against the requirements. Informal discussions will be held with the employees from time to time concerning the degree to which they meet, fail to meet, or exceed performance requirements and appropriate counseling will be offered on how to become more efficient. The employee may present his/her disagreement with the counseling record to the supervisor orally or in writing.

Written comments will be attached to and become part of the counseling record.

SECTION 6. Each employee will be provided a copy of his/her annual performance rating. A copy, with related supporting documents, if any, will be filed in the employee's Official Personnel Folder.

SECTION 7. Employees may be recognized for performance through awards. Employees rated Outstanding (or the equivalent) on their annual evaluation will receive a commendation and may receive a monetary lump sum payment and/or pay increase (payband employees only) not to exceed 15% of the employee's annual salary.

Employees rated Excellent (or the equivalent) on their annual evaluation may receive either a lump sum payment or a pay increase (payband employees only) not to exceed 5% of the employee's annual salary. Employees rated Satisfactory (or the equivalent) may also be given a performance award which in no case will be over 3% of the employees annual salary

SECTION 8. Performance awards may be in the form of either annual hourly rate increase or a lump sum bonus. All rate increases will be effective the beginning of the first pay period after the employee's performance appraisal is approved. Employees who have been awarded an hourly rate increase or a lump sum bonus may request the equivalent dollar amount as a time off award NTE 40 hours.

#### ARTICLE TWENTY-NINE PERFORMANCE BASED ACTIONS

This article provides procedures for effecting nondisciplinary involuntary personnel actions based upon failure to meet established levels of performance. These procedures replace the Adverse Actions contained in chapter 11, AR 215-3. Performance based actions include reduction in pay rate (NF employees only), reduction in grade or pay level, and separation.

Communication-Counseling. It is important that employees be given a reasonable chance to demonstrate acceptable performance. The determination of the appropriate length of time for an employee to improve will be determined on a case by case basis but shall not be less than 30 calendar days nor more than 90 calendar days. Supervisors must exercise good judgment in determining how to reasonably structure the employee's opportunity to improve.

Procedures for affecting performance based actions are as follows:

Any time that an employee fails to meet established levels of performance, the supervisor must notify the employee in writing of the specific elements for which performance is unsatisfactory. The notification will include a written performance improvement plan which will identify the areas of deficiency and lay out a plan for the employee to follow in order to achieve a satisfactory level of performance. In all cases, the employee will be given every assistance to achieve acceptable performance.

An employee, whose performance has been determined to be unsatisfactory after being afforded an opportunity to improve, is entitled to a 30-day advance notice of the action to be taken. The notice will include a statement identifying the performance requirements which the employee failed to meet and what action was taken to assist the employee in improving. The notice will also inform the employee of the specific action to be taken, the right to grieve the action and to whom the grievance should be addressed, and the effective date of the action.

The NAF CPO will retain all records pertaining to the action in the employee's official personnel file.

#### ARTICLE THIRTY

##### EMPLOYEE SERVICES

SECTION 1. Derogatory material of any nature which might reflect adversely upon an employee's character or career, will not be placed in his/her Official Personnel Folder or on

his/her service record card without his/her prior knowledge, except for those matters for which disclosure is prohibited by Agency regulations.

SECTION 2. Upon request of the employee concerned, his/her Official Personnel Folder will be made available to him/her, or to his/her designated representative, with the employee's written consent, excluding information prohibited by Agency regulations. The Official Personnel Folder cannot be removed from the NAF Civilian Personnel Office and must be reviewed at that location in the presence of a NAF CPO employee. An employee will be provided a copy of any official personnel action that will be made part of his/her Official Personnel Folder.

SECTION 3. The Employer agrees to provide clean, adequate, and comfortable working areas for employees within the limits of available resources.

SECTION 4. The principle of true voluntary giving will be observed during charity drives and/or fund raising campaigns approved by the Employer. However, the Union agrees to endorse such campaigns and employees are expected to observe the spirit and intent of these efforts.

SECTION 5. Employees will be provided current Annual Leave and Sick Leave balances each pay period. Additionally, the Employer will assist employees in obtaining Retirement Fund balance information upon request. See appendix G for benefits explanation.

SECTION 6. A disabled employee will be advised of the advantages and disadvantages of disability and optional retirements in order that he/she may make an informed decision as to the type of retirement he/she requests.

SECTION 7. Upon request, employees within ninety (90) days of retirement will be provided individual counseling.

#### ARTICLE THIRTY-ONE CIVILIAN COUNSELING SERVICES PROGRAM

SECTION 1. The Union and the Employer support the maintenance of Civilian Counseling Services Program (CCSP). The program is controlled by the CCSP Coordinator, Army Drug and Alcohol Prevention and Control Program (ADAPCP), and upon voluntary (self) referral, assists civilian employees and their families in personal concerns such as substance abuse and emotional problems. The program is administered in accordance with applicable laws and regulations.

SECTION 2. Management and the Union shall have as a goal early identification and motivation toward assistance and rehabilitation of any problem(s) causing adverse impact on job performance. Both parties agree to cooperate in aiding the employee whose job performance indicates a potential alcohol or other drug problem by referring the employee to the CCSP, for professional screening, diagnosis and referral. Successful entry into any helping agency is achieved through the employee's clear understanding that unless his/her problem is identified and corrected, he/she is subjected to the existing disciplinary procedures for unsatisfactory job conduct and to adverse action procedures for unsatisfactory job performance.

SECTION 3. Supervisors have the responsibility to discuss performance and to conduct counseling sessions with the employee. In the context of this article, the focus of those sessions should be on issues of job performance or conduct rather than diagnosis or judgments or emotional, physical or other.

SECTION 4. Disciplinary and/or adverse personnel actions for poor job performance/conduct related to problem drinking or other drug abuse will be administered in accordance with appropriate regulations. Supervisors may only offer to suspend disciplinary/adverse actions once. Normal disciplinary/adverse action may be instituted where improvement in job performance does not occur. No alcohol consumption while in a duty status, no exceptions.

Employees should exercise sound judgment in the consumption of alcohol during the hours preceding duty (i.e., no drinking 4 hours prior to duty).

#### ARTICLE THIRTY-TWO SMOKING

No employee will smoke in front of customers. Smoke breaks are at the discretion of the supervisor. All smoking will be done 50 feet from the entrance to the building or in designated outside smoking areas.

#### ARTICLE THIRTY-THREE EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, religion, sex, national origin, and physical or mental handicap, union or non-union membership and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

SECTION 2. The Employer will attempt to carry out a continuing affirmative action program designed to insure equal opportunity and to eliminate every form of prejudice or discrimination based upon race, color, religion, age sex, national origin, and physical or mental handicap from the employer's personnel policies, practices, and working conditions.

SECTION 3. The Employer will attempt to utilize the present skills of employees by various means, including the redesigning of jobs where feasible, and providing opportunities for employees to enhance their skills through on-the-job training, work-study programs, and other training measures so that they may perform at their highest potential and advance in accordance with their abilities.

SECTION 4. The Employer will appoint and maintain a reasonable number of trained EEO counselors. At such times as new or additional counselors may be required, the Union may recommend individuals for appointments to counseling duties except those employees serving in

the capacity of Stewards and Union officers. Individuals of the Union serving in those capacities may become EEO counselors only if they resign from such positions.

SECTION 5. When a vacancy occurs among Equal Employment Opportunity Counselors which is to be filled, the Union may submit the names of unit employees to the installation Equal Employment Officer for consideration for the vacancy. Final decision on the designation of counselors will be made by the Chief of Staff. Candidates selected shall meet the criteria established by applicable regulation and will be trained in accordance with guidelines from higher headquarters.

SECTION 6. The Employer agrees that an employee desiring to consult with an EEO counselor shall have the right to consult with the counselor of his choice and shall have the right to be accompanied, represented or advised by the counselor of his choice, and shall be afforded the use of a reasonable amount of official time as determined by the EEO counselor.

#### ARTICLE THIRTY-FOUR PAYROLL DEDUCTIONS OF UNION DUES

SECTION 1. The Employer shall deduct Union dues from the pay of all eligible employees who voluntarily authorize such deduction.

SECTION 2. An employee may authorize an allotment from his pay to cover Union dues provided he is a member of the Union in good standing or has signed up for membership in the Union subject to payment of his/her first month's dues through voluntary allotment, and his/her net salary after other legal and required deductions is regularly sufficient to cover the amount of authorized allotment.

SECTION 3. The Union agrees to:

Purchase the standard allotment forms (Standard Form 1187).

Distribute the allotment forms to Union members.

Certify the amount of Union dues.

Deliver completed allotment forms to the NAF Civilian Personnel Division for transmittal to the payroll office.

Educate Union members on the program for allotments for payment of Union dues, its voluntary nature, and the uses and availability of the required form.

Promptly notify the appropriate activity payroll section when a Union member is expelled or suspended.

Assure that allotments on the part of the Union members are voluntary and inform Union members fully of the conditions governing revocation of allotments.

Indemnify, save harmless, or that other steps requested by the Employer to protect the Employer from any and all claims and disputes by reason of its acting hereunder.

SECTION 4. The Employer agrees to:

Promptly notify the Union of the revocation of an allotment for Union dues by an eligible employee. Maintain revocation of allotment forms (Standard Form 1188) and furnish revocation forms to employees requesting them. However, a written request for revocation of an allotment which is otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the form.

SECTION 5. Eligible employees:

May obtain SF 1187 for payment of Union dues from the Union.

May initiate voluntary allotments at any time which will take effect at the start of the first pay period beginning after the SF 1187, properly completed and signed, has been received in the NAF Central Payroll Office.

May obtain SF 1188 for revocation of Union dues from their organization or the NAF Civilian Personnel Office. This form must be submitted prior to the anniversary of election.

An employee may revoke his/her withholding authorization effective the pay period before the anniversary date of the allotment.

SECTION 6. An allotment will be terminated at the end of the pay period during which an employee is separated from the employer's rolls through death, retirement, transfer, resignation, other causes, or when an employee moves or is reassigned or is promoted to an area not covered by this Agreement.

SECTION 7. Allotments will be automatically terminated effective at the beginning of the first pay period for which deductions are made after exclusive recognition is no longer valid or when this Agreement is suspended or terminated by an appropriate authority outside the Department of Defense.

SECTION 8. If the amount of the regular dues is changed, the Union will certify such change in writing the NAF Civilian Personnel Office. Only one such change will be made in any period of 12 consecutive months.

SECTION 9. Within fourteen (14) working days after each biweekly pay period, the NAF Central Payroll Office will furnish the Union a summary, in duplicate, which will list each member who has authorized a voluntary allotment. A single check covering the net amount due the Union will be forwarded within fourteen (14) working days after each biweekly pay day. The check will be forwarded to the District Office

SECTION 10. Where the renegotiation of the Agreement is pending or in process, and the parties are unable to complete such renegotiations by the termination date of the Agreement as a result of pending third-party proceeding involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the bargaining unit, payroll withholding dues of members of the Union shall be continued until resolution of the dispute or issue.

## ARTICLE THIRTY-FIVE GRIEVANCE PROCEDURE

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

SECTION 2. All employees will be treated fairly and equitably in all aspects of their employment. Those who believe they have not been treated fairly have a right to file a grievance to the appropriate management officials except for Business Based Actions.

SECTION 3. A grievance is defined as any complaint:

By any employee concerning any matter relating to the employment of the employee,

By the Union concerning any matter relating to the employment of any employee; or

By any employee, group of employees, the Union or the Employer concerning:

The effect or interpretation, or claim of breach of this Agreement; or

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 Agency and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and the Exclusive Representative has been given an opportunity to be present at the adjustment. No representative of the Union shall 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 for resolution. Should two or more employees in the Unit have identical grievances, the grievances will be combined and processed as one, resolution of the one will be binding on the other grievant. A decision in favor of an employee entails the requirement that the employee be "made whole" financially for pay and restoration to duty including employment rights and benefits.

SECTION 6. The following matters are specifically excluded from consideration under the Negotiated Grievance Procedure:

a. Granting or not granting discretionary awards.

b. Any examination, certification or non-selection for appointment or promotion from a group of properly ranked and qualified persons.

c. Counseling statements.

d. Position classifications and reassignments, for a position for which they are qualified and do not result in a reduction of pay or grade of an employee, to a position at the same rate of pay and employment category.

e. Performance ratings other than minimally satisfactory and unsatisfactory.

- f. A suspension or removal under Section 7532 of 5 United States Code (Breach of National Security).
- g. Any matter which has its own review or appeal procedure as part of its regulatory provisions.
- h. Allegations of mismanagement when no form of personal relief to the employee is appropriate. Separation during probationary period. Separation for cause of regular employees will be affected in accordance with the collective bargaining agreement, Article 20. Separation from flexible employment provided all procedural requirements have been met.
- k. Business Based Actions.  
Any claimed violation of Subchapter III of Chapter 73 of 5 United States Code (relating to prohibited political activities).

SECTION 7. The grievant, if otherwise in a duty status, shall be granted reasonable time to prepare for and present his/her grievance. Representatives who or employees, if otherwise in a duty status, may use reasonable time for 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 his/her regular work area. An employee or Union representative desiring official time for the foregoing purposes shall inform his/her immediate supervisor or designee of his/her desire to leave the worksite and must obtain permission to do so before leaving the worksite. Reasonable time will be granted at the supervisor's discretion.

SECTION 8. Employer resources such as typing assistance, word processor, supplies, and material may not be used to process a grievant's claim.

SECTION 9. If a pay issue is involved and the employee dies or is separated before a decision is reached, the case will be processed to conclusion. If an employee dies and is due back pay or benefits, the monies shall be distributed in accordance with the employee's designation of beneficiary, or if not completed in accordance with the intestate laws of the state applicable to the employee.

SECTION 10. The following procedures will apply in processing grievances covered by this Article. Grievance will be discussed with the immediate supervisor within 15 calendar days after the occurrence of the matter out of which the grievance arose, or within 15 calendar days of the employee's first knowledge of the occurrence. In the case of an Employer-initiated grievance, the Chief Steward will receive the grievance. In the case of a Union-initiated grievance, the Civilian Personnel Office will receive the grievance.

STEP 1. The grievant will submit and identify the grievance orally or in writing on Grievance Form at Appendix B, to the immediate supervisor. The employer will meet and discuss the grievance with the grievant and/or their representative, if any, within seven (7) calendar days after submission. The Employer will render a decision to the grievant within seven (7) calendar days after conclusion of the Step 1 discussion.

STEP 2. If no satisfactory solution is reached as a result of Step 1, and the grievant chooses to pursue the matter further, he must submit one (1) copy of the grievance in writing to the Manager within seven (7) calendar days after receipt of the Step 1 decision. The written grievance must identify the employee by name, title, grade or pay level, and organizational unit, 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 employer will meet with the employee and Union representative, if any, within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days of the Step 2 discussion, the Employer will issue a written decision.

STEP 3. If the grievant is not satisfied with the decision issued at step 2, and if he/she chooses to pursue the matter further, he/she must, within seven (7) calendar days after receipt of the Step 2 decision, submit the grievance in writing to the DCP for decision. The DCP will review the grievance and render a decision in writing within fourteen (14) calendar days after receipt of the grievance. The grievant(s) and/or their representative may request to meet with the DCP prior to the decision being rendered, this request will only be made by the Union in writing at the time the STEP 3 grievance is submitted and forwarded to the DCP. When the action grieved is a suspension of more than ten (10) calendar days or separation the will meet with the grievant(s).

SECTION 11. The parties recognize that in some cases management may possess data which the Union properly requires in order to represent bargaining unit employees. In such cases, upon request by the Union, and to the extent not prohibited by law, management will furnish data which is normally maintained by management, in the regular course of business and which is reasonably available and necessary for full and proper discussion, understanding and/or negotiation of subject within scope of the collective bargaining and representation of employees. Employees will be permitted to call a reasonable number of relevant witnesses in each step of the grievance procedure.

SECTION 12. All time limits specified in this article may be extended only 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 of the grievance. A grievance may be canceled at any time at the Union or grievant's request. The request must be in writing.

SECTION 13. Any grievance not resolved under the terms of this Article may be referred to arbitration by either the Union or the Employer in keeping with the provision of Article Thirty- Six, Arbitration.

SECTION 14. It is the intent of parties to this Agreement that any dispute, subject to this grievance procedure, shall be fully discussed at each step of the procedure, with the view in mind of effecting an equitable settlement. In this regard, every effort will be made to arrange and conduct grievance meeting in an atmosphere free from hostility and personal attack.

SECTION 15. If the basis for an employee's grievance or appeal is an action or decision of an official of the Employer above the level of the immediate supervisor, the grievance or appeal shall be initiated at that step, or the next step above the level at which the action or decision was made, if the responsible official is between "levels" represented in the various grievance steps contained herein.

SECTION 16. Nothing in this Article shall preclude the right of the Employer or the Union to have present at the grievance procedures, subsequent to Step 1, additional Representatives designated by the Employer and/or Union. Such Union Representatives may be duly designated Local, District, or International Representatives.

#### ARTICLE THIRTY-SIX ARBITRATION

SECTION 1. Arbitration follows all other attempts to resolve the issue(s) as outlined in various sections of the Grievance Procedure. Arbitration is contingent on the request of the employee(s), as appropriate, and the approval of the Union. Arbitration will not be used to effect proposed changes or changes either to the Agreement or to the Army policies or regulations, but will extend to the interpretation or application of the Agreement.

SECTION 2 In the event that the Employer and the union fail to settle any grievance or dispute arising under this contract, such grievance, upon written request by either party, within thirty (30) calendar days following the conclusion of the last step of the grievance procedure, may be referred to arbitration.

SECTION 3. Within seven (7) calendar days from the date of receipt of the arbitration request, the moving party shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. Within seven (7) calendar days after receipt of such list, the moving party will arrange a meeting with the other party to strike names from the list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer first and then the Union will each strike one arbitrator's name from the list of seven (7) 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.

SECTION 4. The fee and expense of the arbitrator shall be borne equally by the Employer and the Union. Travel and per diem will be paid at the maximum rate payable to Government employees under the standardized Government travel regulations. The arbitration investigation, and/or hearings, shall be held during the regular work hours, Mondays through Fridays, except for holidays. 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. Hearings will be conducted at Ft. Irwin in facilities provided by the Employer.

SECTION 5. The matter of verbatim transcripts of hearing proceedings under an arbitrator will be determined by consultation between the two parties and the arbitrator in each individual instance. Any verbatim transcripts agreed to will be paid for equally by the parties.

SECTION 6. The arbitrator will be requested to render his/her decision as quickly as possible after the conclusion of the proceedings and within thirty (30) days if at all practicable.

SECTION 7. The arbitrator shall render his/her findings and recommendations to the Employer and furnish a copy of same to the Union.

SECTION 8. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, in accordance with applicable laws and regulations.

SECTION 9. Grievability/arbitrability issues, if unresolved, will be handled as threshold issues at arbitration.

#### ARTICLE THIRTY-SEVEN PAYCHECK DELIVERY AND ALLOTMENTS

SECTION 1. Paychecks will be delivered by one of the following methods: Electronic Fund Transfer to a financial institution of the employee's choice or hand delivered at the work site. By 1 January 1999 all employees will be required to have paychecks delivered by Electronic Fund Transfer. If an employee is on leave, or has resigned, at his/her specific written direction, the paycheck may be mailed to the address furnished by the employee.

SECTION 2. Allotments from an employee's paycheck may be deposited in specific banks, credit unions, and savings and loan offices in accordance with applicable regulations and instructions and by completion and approval of the appropriate form(s).

#### ARTICLE THIRTY-EIGHT GENERAL PROVISIONS

SECTION 1. The Union will be provided a copy of regulations and proposed changes thereto, Union officer/stewards, upon request, will be granted access to regulations necessary to assist them in carrying out their representational duties.

#### ARTICLE THIRTY-NINE

##### PRINTING AND PUBLICIZING THE AGREEMENT

SECTION 1. After approval of the Agreement by the appropriate Army Commanders, the Employer will provide at its expense copies of the Collective Bargaining Agreement within two months of approval.

SECTION 2. The Union will be responsible for the initial distribution of the new Agreement to current bargaining unit members.

## ARTICLE FORTY AMENDMENTS TO THE AGREEMENT

SECTION 1. Amendments to the Agreement may be required due to changes in applicable laws, or regulations and policies of appropriate authority. In such an event, the parties will meet within 30 days after receipt of implementing instructions for such changes for the purposes of negotiating new language to satisfy mandatory requirements. Such amendment(s) as agreed to will become effective on the date of approval by DoD Civilian Personnel Management Services.

SECTION 2. The Employer and the Union for the life of this Agreement agree that upon mutual consent of both parties this agreement may be reopened for renegotiation.

## ARTICLE FORTY-ONE DURATION OF THE AGREEMENT

SECTION 1. This Agreement shall be binding upon the Employer and the Union for a period of 3 years, ending 6 May 2011 and from year to year thereafter not to exceed 7 years unless either party shall notify the other party in writing at least sixty (60) day.,, but no more than one hundred five (105) days prior to the anniversary date of its desire to modify or terminate this Agreement. If either party serves such notices, representatives of the Employer and the Union will meet within thirty (30) days of receipt of the notice and consult as to further negotiations or other courses of action.

SECTION 2. This Agreement shall be subject to review by DoD Civilian Personnel Management Services and Community Family Support Center, for legal, regulatory, and negotiability compliance. The review will be completed with thirty (30) days from the date of the Agreement's 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 subject to Union member's ratification and is executed 31 days after the Agreement is signed.

SECTION 3. This Agreement shall terminate automatically effective with any date on which it is determined that the Union is no longer entitled to exclusive recognition in accordance with the provisions of 5 U.S.C., Chapter 71.

SECTION 4. This agreement is subject to reopening by mutual agreement of the parties concerned. 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.

International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 725, Local Lodge 25 and National Training Center and Fort Irwin Installation Morale and Welfare Fund agree to and enter into this collective bargaining agreement effective

FOR THE UNION:

FOR THE EMPLOYER:

Business Representative  
District 725

Business Operations Manager  
Ft. Irwin IMWRF

Human Resources Officer

Colonel, AV Commanding

APPENDIX A

Supervisor's Report on Union Representative's Use of Official Time

INSTRUCTIONS: 1. Supervisors will have this form completed each time a Union representative uses official time due to Union representation or similar activities. Items 1, 2, 3, and 5, should be completed by the representative and submitted to the supervisor. Item 4 will be completed by the supervisor.

Upon completion of the form, fold and staple so that the printed address on reverse side can be used for routing to the NAF Civilian Personnel Office and placed in message center distribution.

All questions should be referred to the NAF Civilian Personnel Specialist at 380-3295.

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1. NAME OF UNION OFFICIAL      2. ACTIVITY

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TIME SPENT

DATE: BEGINNING:    ENDING:

CASE NUMBER:

NATURE OF BUSINESS: (Check as appropriate)

Representation of:                      Negotiated Grievance Procedure employee(s)                      Dept. of Army  
Grievance Procedure  
    Adverse Action Appeal or Hearing  
    Discrimination Procedure  
    CPO - Union Meeting  
    Labor Negotiations  
    Other (Identify)

---

NAME OF SUPERVISOR COMPLETING FORM:      ACTIVITY:    PHONE NUMBER:

WHITE -1-DIST. 725  
 YELLOW -2-BUS.REP.  
 PINK-3-IND. REL  
 GOLDENROD-4-DEPARTMENT

**DISTRICT LODGE NO. 725**

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

LOCAL LODGE NO. \_\_\_\_\_

**GRIEVANCE FORM**

GRIEVANCE NO. \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME		CLOCK NO.		DEPT.	SENIORITY DATE
ADDRESS		CITY	ZIP CODE	SHIFT	CLASSIFICATION
HOME PHONE	STEWARD	RATE		SUPERVISOR	

**GRIEVANCE**

**ACTION REQUESTED**

EMPLOYEE'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

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DEPARTMENT OF THE ARMY  
HEADQUARTERS, UNITED STATES ARMY GARRISON DIRECTORATE  
OF MORALE WELFARE AND RECREATION  
PO BOX 105094, BLDG 550 · FORT IRWIN, CA 92310-5094

REPLY TO  
ATTENTION  
OF

IMWE-IR-MW 6 May 2008

SUBJECT: 2008 Economic Agreement between IAM&AW and DFMWR

The following agreement was reached on 6 May 2008 between the IAM&AW Local 25 and the DFMWR, Ft. Irwin, CA

All bargaining unit employees who have been employed by DFMWR for a minimum of three months effective 8 May 2008, will receive a \$175.00 bonus.

The bonuses will be submitted to payroll on pay period ending 21 May 2008.

Business Representative  
IAM&AW Local 25

NAF Human Resources Officer

Business Operations Officer

APPENDIX D  
MEMORANDUM FOR DIRECTOR OF COMMUNITY ACTIVITIES

SUBJECT: Profit Sharing Agreement

This agreement applies to all Community Operations Activities and the Country Store. The profit sharing agreement will include each activity manager and all employees (regardless whether they are flex, RPT, or RFT). The plan will be based upon the results of each quarterly financial statement and shall be computed at the end of each quarter.

This agreement does not replace the on-the-spot cash awards.

The profit sharing agreement will be based on the difference between the actual NIBD and the budgeted NIBD. The activity manager and employees must exceed all critical elements of his/her standards to participate in the profit sharing for that quarter.

The manager may receive 20% of the positive difference (not to exceed \$300).

The activity employees will share 80% of the positive difference (not to exceed \$150).

Each activity employee will have standards in place (including flex employees). The standards may be generic for each position within that activity (i.e., a set of standards that apply to all food service workers of the same grade within the Community Operations Division).

Each employee will receive a monthly (briefing) rating on his/her standards by the activity manager and informed as to whether he/she meets their standards or not. If not, what must be accomplished for them to meet the standards any employee that fails to meet any one of his/her standards during the quarter will not participate in the profit sharing agreement for that quarter.

The amount (80% of the difference after the manager has received his/her 20%) given to an employee will be based upon the number of employees assigned to that activity and how many met their standards during the quarter. If an employee quits prior to the end of the quarter, they will not be eligible to participate in the profit sharing agreement.

If the manager fails to conduct a monthly rating on an employee, the employee will automatically participate in the profit sharing program and the manager will not participate in the agreement for that quarter.

AFZI-PAC (215)  
SUBJECT: Profit Sharing Agreement

EXAMPLE:

Feb Actual NIBD	\$4,800
Feb Budgeted NIBD	\$2,400
Difference	\$2,400

Manager exceeded standards= \$480, however can only receive \$300.

$\$2,400 - \$300 = \$2,100$

Total employees 60  
Met standards 58

$\$ 2,100$  divided by 58 = \$36.21  
Each employee would receive \$36.00.

There will be an agreement signed by each activity manager that he/she understands the profit sharing agreement. In turn each activity manager will have each employee sign an agreement that the profit sharing agreement is understood.

DCA Business Operations Manager

## APPENDIX E DEFINITIONS AND ABBREVIATIONS

For the purpose of this Agreement, the following definitions and abbreviations apply:

NAF: Nonappropriated Fund.

NAFI: Nonappropriated Fund Instrumentality. One NAP activity employing unit members, as opposed to NAF activities collectively.

Appointment Categories:

Regular. A regular employee serves in a continuation 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 if the workweek is from 20 to 34 hours. The minimum workweek for RPT employees is 20 hours, however an RPT employee may be guaranteed a work week up to 34 hours and may work up to 40 hours when needed. The term "Limited Tenure" will be added to a regular appointment when the position is required to meet special work requirements that will last at least one year, but are known to be non-permanent and will cease to be needed upon completion of a project or a projected period of time. "Seasonal Positions" are positions that are not needed for an entire year and may place incumbents in a non-duty, non-pay status during the periods when their services are not needed. Limited Tenure and Seasonal employees have the same entitlement to leave and benefits as do all regular employees.

Flexible. A flexible (FLEX) employee serves in an indefinite position on either a scheduled or an as needed basis. There is no upper limit to the hours a flexible employee may work.

Supervisor: an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, demote, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

Management official; an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

Collective bargaining; the performance of the mutual obligation of representatives of the agency and the union to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligations referred to in this paragraph do not compel either party to agree to a proposal or to make a concession.

Consultation; discussion between the parties on policies, programs, and procedures related to working conditions of members of the Union which are within the authority of the Employer for the purpose of obtaining union views before the Employer takes final action.

Negotiation; good faith collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions.

Grievance; any complaint

By any unit employee concerning any matter relating to the employment of the employee except for those areas specifically precluded by Article 36, Section 6 of this agreement;

By the Union concerning any matter relating to employment of unit employees;

By any unit employee of the Union or the Employer concerning-

The effect or interpretation or a claim of breach of this agreement; or

Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

## APPENDIX F

### ANNUAL LEAVE

Annual leave is earned by full time and part time employees in the following increments:

Years 1-3, 5% of hours worked is earned as annual leave, i.e. a full time (40 hours per week) employee earns 5% of 80 hours or 4 hours per pay period, a part time employee who works 40 hours per pay period earns 2 hours of annual leave.

Years 4-14, 7.5% of hours worked is earned as annual leave, i.e. a full time employee earns 7.5% of 80 hours or 6 hours per pay period a part time employee who works 40 hours per pay period earns 3 hours of annual leave.

Years 15 and above, 10% of hours worked is earned as annual leave, i.e. a full time employee earns 10% of 80 hours or 8 hours per pay period, a part time employee who works 40 hours per pay period earns 4 hours of annual leave.

### SICK LEAVE

Sick leave is earned by full time and part time employees in the following manner:

5% of hours worked is earned as sick leave, i.e. a full time (40 hours per week) employee earns 5% of 80 hours or 4 hours per pay period, a part time employee who works 40 hours per pay period earns 2 hours of sick leave.

## APPENDIX G

### RETIREMENT/401 (k) EXPLANATION

Regular full time and part time employees hired prior to 1 January 2001 were given the option of participating in the retirement fund. This option is open at all times and an employee who previously declined participation may begin participation on the first day of a pay period after requesting participation.

Regular full time and part time employees hired after 1 January 2001 are automatically enrolled in the retirement fund for the first six months of service. At the end of six months, the employee may opt out of the retirement fund. All monies on deposit with the fund will remain on deposit until the employee terminated employment, at which time all monies will be returned to the employee with interest accrued.

In addition to the retirement fund, all full time and part time employees may participate in the IMWRF's 401(k) plan. An employee may join the 401(k) at any time, beginning on the first day of a pay period. The employee may contribute any amount up to 22% of their salary, beginning on 1 January 2002 the cap is the IRS limit of \$11,000 per year and will rise until 2005 when the cap is lifted.

The IMWRF will match employee contributions at the following rate:

Employee Contribution	IMWRF Match
1% of salary	1%
2% of salary	2%
3% of salary	2 ½%
4% of salary	3%