

AGREEMENT  
BETWEEN

US ARMY GARRISON - FORT LEE  
FORT LEE, VIRGINIA

AND

LOCAL R4-27  
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

COVERING

CERTAIN NONAPPROPRIATED FUND EMPLOYEES  
OF  
FORT LEE, VIRGINIA

EFFECTIVE DATE, 6 JUNE 1993

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## **PREAMBLE**

This Agreement entered into by the U.S. Army Combined Arms Support Command and Fort Lee, Fort Lee, Virginia, hereinafter referred to as the EMPLOYER, and Local R4-27, National Association of Government Employees, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious employee relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of an understanding relative to personnel policies, practices and procedures and matters affecting other conditions of employment.

This Agreement and such supplemental agreements as agreed upon hereunder from time to time together constitute a collective bargaining agreement between the Employer and the Union.

## **CONTRACT LANGUAGE**

Whenever language in this Agreement refers to specific duties or responsibilities of specific personnel, it is intended to merely exemplify 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 1 RECOGNITION AND UNIT DETERMINATION**

Section 1-1. The union is the exclusive representative of all employees in the unit (as defined in Section 1-2 below). The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

Section 1-2. The recognized unit of which this Agreement applies includes all Nonappropriated Fund Employees of the U.S. Army Combined Arms Support Command and Fort Lee, both regular (full-time, part-time and limited tenure) and flexible employees holding appointments of 90 days or more having reasonable expectation of continued employment. Excluded are management officials, employees engaged in personnel work of other than a purely clerical nature, and guards and supervisors as defined in the Order, Army/Air Force Motion Picture Service Personnel (theater), and Army and Air Force Exchange Service Personnel.

Section 1-3. The terms "employee" and "employees" or "Employee" and "Employees" as used hereinafter refer to employees of the recognized bargaining unit.

## ARTICLE 2

### PROVISIONS OF LAW AND REGULATIONS

Section 2-1. In the administration of all matters covered by this agreement, officials and employees are governed by:

- a. Existing or future laws;
- b. Published agency policies and regulations in existence at the time the agreement was approved; and
- c. Subsequently published agency policies and regulations which do not conflict with the Agreement, which are agreed to by supplemental written agreement, which are required by law to be applicable to prior existing agreements, or which are authorized by the terms of a controlling agreement at a higher agency level.

Section 2-2. Management officials of the agency retain the right, in accordance with applicable laws and regulations –

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws:
  1. To hire, assign, direct, layoff, and retain employees in the agency, or to remove, reduce in grade or level, reduce in pay or take any other appropriate action against such employees;
  2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operation shall be conducted.
  3. With respect to filling positions, to make selections for appointments from:
    - a. Among properly referred candidates for promotions; or
    - b. Any other appropriate source; and
  4. To take whatever action may be necessary to carry out the agency mission during emergencies.

Nothing in this section shall preclude any agency and any labor organization from negotiating –

- a. at the election of the agency, on the numbers, types and grades or levels of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;
- b. procedures which management officials of the agency will observe in exercising any authority under this section; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 2-3. Nothing in the Agreement shall require any 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 2-4. Employees have the right to file a grievance under the applicable procedure for that purpose without interference, coercion, or threat of reprisal. An employee acting in an official capacity for the Employer shall not interfere with or attempt to interfere with the filing of such grievance or threaten to take any act of reprisal against an employee because he has filed or expressed an intention to file a grievance.

Section 2-5. The Employer will take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights and privileges as provided in this article, and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in the Union. All provisions of this Agreement shall be applied fairly and equitably to all employees within the unit.

Section 2-6. Any employee has the right, regardless of Union membership to bring matters of personal concern to the attention of appropriate officials without intervention of Union officials, in accordance with applicable laws, rules, regulations, or established policies, and to choose his/ her own representative in a grievance, subject to Union approval for a grievance filed under Article 41.

Section 2-7. The right to make rules and regulations shall be a considered and acknowledged function of the Employer. In making rules and regulations relating to personnel policies, procedures, and practices in matters of working conditions, the Employer shall give due regard and consideration to the obligations imposed by this Agreement and the provisions of the Federal Service Labor Management Relations Statute and applicable rules and regulations.

### **ARTICLE 3**

#### **MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION**

Section 3-1. Matters appropriate for consultation or negotiation between the Union and the Employer are personnel policies and practices and matters affecting working conditions.

Section 3-2. For purposes of this agreement, negotiation is defined as mutual discussion, either in writing or orally, in an effort to reach mutual understandings or agreements. The Employer will provide the Union a copy of any proposed directive

which effects changes to any existing personnel policies, programs and procedures related to working conditions currently in effect. The advance copies will be sent to the Chief Steward of the unit ten (10) days prior to the date of implementation unless there are compelling circumstances preventing compliance. In such event, the Chief Steward will be notified and furnished copies at the earliest time possible before implementation.

Section 3-3. Either party to the Agreement desiring or having a need to consult with the other shall, if possible, give advance notice to the other party. Such notice may be a letter or phone call stating the subject to be discussed and the matter which generated the cause for discussion.

Section 3-4. It is recognized that this Agreement is not all inclusive and that certain working conditions have not been specifically covered in the Agreement. This does not lessen but rather increases the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered by this Agreement.

#### **ARTICLE 4 RIGHTS AND OBLIGATIONS OF EMPLOYER**

Section 4-1. The Employer will:

- a. Encourage the achievement of high standards of employee performance and the continued development and implementation of work practices to facilitate improved employee performance and efficiency.
- b. Strive to maintain constructive and cooperative relationships between the Employees, the Union and the Employer.

#### **ARTICLE 5 RIGHTS AND OBLIGATIONS OF EMPLOYEES**

Section 5-1. Employees shall have and shall be protected in the exercise of, the right, freely and without fear of penalty, reprisal or coercion, to join and assist the Union or to refrain from any such activity. Except as expressly provided hereinafter and in the Federal Service Labor Management Relations Statute, the freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union representative, including presentation of its view to officials of the Executive Branch, the U.S. Congress, or other appropriate authority.

Section 5-2. Employees have the right to communicate with the Union, the Commander, the Personnel Office, or Management Officials of higher rank than his immediate supervisor.

Section 5-3. Employees desiring to visit a Union representative, the personnel office, or any higher management personnel shall request permission of their immediate supervisor to do so. It is not necessary for the employee to explain his reasons for desiring the visit.

Section 5-4. Employees will:

- a. Conscientiously perform assigned duties;
- b. Comply with applicable Employee Code of Ethics and appropriate standards of conduct;
- c. Cooperate and strive to maintain good working relations with their supervisors and fellow employees;
- d. Actively participate in and promote programs designed to improve work methods and conditions.

## **ARTICLE 6 RIGHTS AND OBLIGATIONS OF THE UNION**

Section 6-1. The Union, as the representative of all employees in the unit, shall have the right and responsibility to present its views to the Employer either orally or in writing. This will include any matter of concern which is appropriate for consultation in accordance with Article 3, Matters Appropriate for Consultation or Negotiation. If either party so requests, the Employer and the Union agree to meet promptly and make every effort to resolve the matter which created the concern.

Section 6-2. The Union shall have the right and shall discuss with the Employer any dispute or complaint concerning the interpretation of application of this Agreement, or any policy, regulation, or practice now or hereafter enforced wherein the Employer has discretion.

Section 6-3. The Union is entitled to submit to the Employer information material for inclusion in the Installation newspaper. Inclusion of such material will be subject to review for propriety, availability of space and newsworthiness as determined by the Employer.

Section 6-4. The Union shall be given the opportunity to be present at formal discussions between management and employees or employee's representatives concerning grievance, personnel policies and practices or other matters affecting general working conditions of employees in the unit, subject to applicable regulations and policies, including but not limited to necessary requirements as to security and confidentiality of information.

Section 6-5. The Union will encourage Employees to:

- a. Actively participate in and promote programs designed to improve work methods and conditions;
- b. Conscientiously perform assigned duties;
- c. Comply with applicable Employee Code of Ethics, and applicable standards of conduct.
- d. Cooperate and strive to maintain good working relations with their supervisors and fellow employees.

## **ARTICLE 7 UNION REPRESENTATIVES**

Section 7-1. Unless otherwise specified in this article, the term “Union Representative” includes Union Stewards, members of the Union grievance committee and officers of the Union who are employees of the activity, or other appointed representatives.

Section 7-2. The number of stewards shall be those reasonably required, as determined by consultation between the Employer and the Union, to assure that each employee in the unit shall have reasonable access to a steward. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis a complete list of all elected officers, all other authorized representatives, and all authorized Union Stewards, together with the specific organizational component within the unit in which each Union Steward is authorized to act in behalf of the Union. The Union agrees that each steward shall normally restrict his activity to the specific Nonappropriated activity in which he is authorized by the Union to act in its behalf.

Section 7-3. For those Union representatives, who are members of the bargaining unit, reasonable time during working hours will be allowed Union representatives for attendance at meetings with the Employer. The Union stewards will be allowed reasonable time to confer with employees on appropriate matters directly related to work situations within the unit as well as grievances. The Union agrees that whenever business of any nature is being transacted during working hours, only that amount of time reasonable and necessary to bring about prompt disposition of the matter will be used.

Section 7-4. The Union will 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 all stewards with respect to the Federal Service Labor Management Relations Statute, and the provisions of this agreement. The Employer will notify the Chief Steward of undesirable conduct by a Steward.

The Chief Steward will investigate such charges and take actions deemed appropriate. If the Chief Steward is charged or suspected of undesirable conduct, the Employer will notify the Union President who will in turn investigate the charges and take appropriate action.

Section 7-5. The designated and authorized Union representatives may receive and investigate complaints or grievances. Representatives of the Union shall not solicit complaints and grievances. Before leaving his work, the Union representative concerned will obtain permission from his immediate supervisor, if available, or another appropriate supervisor. Permission will normally be granted at the time of request unless, in the opinion of either of the supervisors concerned, work requirements do not permit. In such cases, a time will be suggested by the supervisor and mutually agreed upon by the parties. Time of departure and return to work shall be reported in each case to the supervisors. Union representatives will guard against the use of excessive time in handling such matters.

Section 7-6. Solicitation of membership and activities concerned with internal management of the Union, such as activities involving other employee groups, collections of dues, assessments of other funds, member meetings, and campaigning for Union office, will not be conducted during working hours.

Section 7-7. The Employer agrees to make necessary arrangements for authorized local and national representatives of the National Association of Government Employees to visit the Employer at reasonable times on appropriate business.

Section 7-8. Commensurate with the provisions of this Agreement, Management shall not interfere with, restrain, or coerce recognized Union representatives in the exercise of their rights assured by the Federal Service Labor Management Relations Statute nor shall Union representatives be denied any right or privilege they are otherwise entitled to because of their serving as Union representatives.

## **ARTICLE 8 HOURS OF WORK AND PAY**

Section 8-1. The basic workweek for regular full-time employees is forty (40) hours duration, consisting of five eight hour tours during the period Thursday through Wednesday. Normally, two consecutive days off will be provided within a workweek. There will be a half hours, nonpaid lunch period contained within an eight and one-half hours period. The basic workweek for regular part-time employees is a regularly scheduled tour of duty falling between 20-39 hours during an administrative workweek. No employee will be required to work more than six (6) hours in any workday without a meal period.

Section 8-2. When a change in established tours of duty is required, the employer agrees to notify the Union, the affected employee or employees in advance of the next administrative workweek if it is known that specific days and/or hours of a day actually

required of an employee will differ from those required in the current administrative workweek.

Section 8-3. The Employer agrees to notify the Union when a significant change in the hours of work has been decided upon by the Employer in order to discuss the impact of such change up on the working conditions of the affected employees. Consideration will be afforded the Union's presentation of timely views concerning such changes. (This section applies only to regular full-time, regular part-time, limited tenure full-time and part-time (non-permanent positions that will last at least a year) employees.

Section 8-4. In accordance with governing regulations, employees will be properly remunerated for all hours scheduled by management and worked.

Section 8-5. The Employer will grant rest periods of 15 minutes during each continuous full four (4) hours of duty providing regulatory criteria are met under AR 215-3. Under no circumstances will rest periods be a continuation of a lunch period or be taken immediately prior to the end of a tour of duty. The Employer may delay any particular rest period to meet an emergency situation.

## **ARTICLE 9 OVERTIME**

Section 9-1. The Employer will make a reasonable effort to effect fair distribution of overtime among employees of a particular classification in a work area consistent with the experience and qualifications of the employees available. It is understood that where special skills are required, employees possessing such skills may be assigned to the overtime work involved. Records of overtime worked by employees shall be maintained by the Employer in accordance with regulations. In the event of a charge by an employee in the unit of alleged unfair distribution of overtime, the records of employees of the same work area as the complainant shall be made available for review by the Union to the extent necessary to resolve the charge. Requests for these records by the Union shall be made only when a definite allegation of unfair distribution has been made by an employee from the unit.

Section 9-2. Overtime work assignments shall be distributed equitably among qualified employees, when possible. As a general rule, first consideration will be given to those employees who are currently assigned to the job. Second consideration will be given to those employees best qualified to perform the work.

Section 9-3. The Employer will make a reasonable effort to give employees as much notice as possible when overtime is required. When assigning overtime, the Employer will take into consideration the personal circumstances of employees, subject to the paramount requirements of fulfilling the mission of the Employer.

Section 9-4. Overtime pay will be administered in accordance with regulations or law.

Section 9-5. Employees called back to duty will be paid a minimum of two (2) hours pay at the authorized base rate.

Section 9-6. When employees work overtime for (4) hours or more beyond the end of the regular work day, the Employer will make arrangements to insure that the employees are provided an opportunity to obtain food.

Section 9-7. Employees who work overtime, without prior notice in emergency cases, will be allowed one (1) phone call upon a reasonable request in the local area without cost to the employee. The local area is defined as within a radius of 50 miles. The phone call will not exceed three minutes duration.

## **ARTICLE 10 ANNUAL LEAVE**

Section 10-1. The provisions of this Article apply only to the employees serving under regular or limited tenure appointments and who are:

- a. Serving full-time (40 hours a week)
- b. Serving part-time (20-39 hours per week), or
- c. Serving limited tenure, full-time or part-time, in non-permanent positions that will last at least a year.

Section 10-2. Employees shall earn annual leave in accordance with applicable regulations. Part-time employees may be authorized use of annual leave in excess of regularly scheduled basic workweek up to a maximum of 40 hours. The Employer agrees to grant annual leave, when requested, consistent with work load requirements. A decision will be given as soon as possible, but not later than two (2) work days after the receipt of the request for leave. Request for emergency annual leave will be considered on individual basis.

Section 10-3. Employees shall earn annual leave in accordance with approximately 57 percent of annual leave by 1 February of each year. Management will cooperate by posting the tentative annual leave schedule not later than 1 April of each year. In the event of a conflict of two (2) or more employees providing there are no requirements or need for one employee's services over another, the employee having the most seniority based on service computation date will be granted the leave. Exceptions to this may be determined by the supervisor where periods of choice leave, e.g. before or after a holiday, are involved. Leave may then be granted on a rotation basis.

Section 10-4. An employee taking approved annual leave for the last four hours of the work day will not normally be required to take a lunch break.

## **ARTICLE 11 SICK LEAVE**

Section 11-1. The regular and limited tenure (in non-permanent positions that will last at least a year) employees shall earn and be granted sick leave in accordance with applicable regulations. The Employer and the Union recognize the value of sick leave and the importance of each employee in conserving it to the maximum extent possible as a means for assuring continuity of income during periods of illness and incapacitate from duty. In furtherance of that objective, the Union agrees to assist the Employer by emphasizing the importance of each employee conserving his sick leave.

Section 11-2. Sick leave records shall be made available only to supervisors of the employee, the employee, officials who review these records for official purposes, Civil or Federal courts when ordered by a subpoena, or upon consent of the employee it may be released to the Union, his personal representative, or his personal physician. In no event shall the Employer allow anyone, other than the aforementioned to review employee sick leave records.

Section 11-3. Sick leave, if accrued, shall be granted to employees when they are incapacitated for the performance of their duties provided that employees not reporting for work because of incapacitation for duty furnish notice to the Employer by telephoning their supervisor as soon as practicable (normally within two (2) hours) after the beginning of their scheduled work shift. Such notification shall not in itself be justification for approval or disapproval of sick leave.

Section 11-4. Sick leave, as necessary, may be granted, if accrued, for medical, dental, or optical examination or treatment. Sick leave for these purposes must be applied for in advance, in minimum amounts of leave necessary, unless the examinations are required for unforeseen circumstances such as serious injuries, accidents, or sudden illness.

Section 11-5. When there is reason to believe that sick leave privileges are being abused, a medical certificate may be required to justify the granting of sick leave. In such cases employer may determine counseling or other actions necessary to correct the problem. It is agreed and understood that the Employer has the right to require that an employee furnish a medical certificate for each absence of three (3) days or longer which he claims was due to incapacitation. A medical certificate may be required to support short absences of less than three (3) days.

Section 11-6. The requirement for a medical certificate may be reviewed periodically but not later than six (6) months from the date of issue. The employee will be notified in writing when determination has been made that the letter has been withdrawn.

Section 11-7. The amount of sick leave to be advanced to an employee's account may not exceed 30 days at any time. When it is known that the employee is at "Decision Day" under the Cooperative Improvement Program, subject to separation or retirement,

the amount advanced should not exceed an amount which can be liquidated by accruals prior to separation.

Section 11-8. It is recognized that when an employee is given a light duty slip by a personal physician, the employer has the option to assign the employee light duty for a reasonable period of time if feasible, as determined by the employer.

## **ARTICLE 12 OTHER LEAVE**

Section 12-1. Employees eligible for leave without pay may be granted such leave in accordance with applicable laws and regulations.

Section 12-2. Employees designated as elected or appointed Union officials may, for the purpose of conducting Union business, be granted annual leave or leave without pay if manpower requirements permit. The Union will request such leave as far in advance as possible.

Section 12-3. When the period of interrupted or suspended operations can be anticipated sufficiently in advance to permit assignment to other work or the scheduling of annual leave, the authority to excuse employees administratively will not be used. When 24 hours advance notice is given, an employee who can not be assigned to other work within the same pay period may be placed on annual leave, with or without his/her consent, or leave without pay in the event he/she does not have sufficient annual leave to his/her credit. Efforts will be made to keep a minimum the occasions on which an employee is required to take leave with 24 hours notice.

## **ARTICLE 13 COURT LEAVE**

Section 13-1. The Employer agrees that court leave, consistent with applicable regulations, will be granted for the purpose of performing jury duty, or as a witness on behalf of the U.S. Government, DC, State, or Local Governments. Before court leave is granted, an employee must present a "true" copy of the official summons prior to beginning the service. It is agreed that when an employee is excused from jury service or discharged in time that would permit return to duty for as much as one hour of his normal workday, he shall do so. This does not preclude an employee from requesting annual leave or leave without pay under these conditions. Employees are not entitled to retain jury fees, except under the conditions specified by law or applicable regulation (s).

## **ARTICLE 14 EXCUSED ABSENCES**

Section 14-1. When unit employees request to donate blood is approved by management, the employee will be excused from work without charge to leave for the

time necessary to donate the blood, for recuperation following blood donation and for the necessary travel to and from the donation site. The total excusable time for this purpose will not exceed four (4) hours.

Section 14-2. Unit employees will be excused to participate in interviews conducted under the Employer's NAF Program, provided the interviews are conducted during regularly scheduled working hours.

Section 14-3. An employee will be excused for up to three workdays to make arrangements for or to attend the funeral of an immediate relative, as defined in appropriate regulations, who is killed in the line of duty in the Armed Forces in a combat zone.

Section 14-4. Unit employees called to emergency duty in the National Guard, Civil Defense, or Civil Air Patrol will be excused for such duty in accordance with applicable regulations.

## **ARTICLE 15 HOLIDAYS**

15-1. Regularly scheduled employees shall be entitled to the following legal holidays:

- a. First day of January.
- b. Third Monday of January.
- c. Third Monday of February.
- d. Last Monday of May.
- e. Fourth day of July.
- f. First Monday of September.
- g. Second Monday of October.
- h. Eleventh day of November.
- i. Fourth Thursday of November.
- j. Twenty-Fifth day of December.
- k. Any other day designated as a holiday by Federal Statute or Executive Order.

Section 15-2. Regular employees in NF Pay bands and regularly scheduled Crafts and Trades (C&T) and CY employees in a pay status immediately before or immediately

after the holiday shall receive pay for their regular scheduled hours at their regular hourly pay rate on all days defined as holidays that they are not required to work, unless their basic workweek is less than five (5) days and the holiday falls outside of the basic workweek.

Section 15-3. Eligible employees entitled to holiday pay who work on a holiday during their regular shift shall receive pay computed in accordance with applicable regulations.

Section 15-4. Federal holiday will be observed as nonworking days except for those employees considered essential to carry out the Employer's operation. Essential personnel will be determined by management. Time off for holidays will be in accordance with existing agency regulations.

Section 15-5. Regular employees who are scheduled to work on a holiday may apply 48 hours in advance for leave and such leave with pay shall be approved if his/her services can be spared.

## **ARTICLE 16 UNION TRAINING-LEAVE OF ABSENCE**

Section 16-1. Union representatives who are members of bargaining units will be excused without charge to leave to attend sponsored training or receive briefings on subjects within the scope of the Statute, considered by the Employer to be of mutual benefit. The leave to be granted will ordinarily not exceed 8 hours per year. The Union shall submit in writing to the NAF Civilian Human Resource Management Office, normally ten (10) days in advance, any request for absence for union training, to include the following information; Name(s) of representative(s); date; time; place of training or orientation sessions; specific subject matter to be covered and the benefits from such training that expected to be derived by the Employer. A decision will normally be rendered at least five (5) days prior to the start of the requested period.

Section 16-2. The Employer shall recognize Business Base Action rights of an employee on approved leave of absence in accordance with applicable regulations.

## **ARTICLE 17 PERFORMANCE REVIEW**

Section 17-1. The employee has a right to grieve his/her performance rating. In the event an employee grieves his/her performance rating, the employee has a right to Union representation and or assistance.

Section 17-2. Annual performance review and developmental plans will be made in a fair and objective manner. An employee's signature on the review indicates only that the review has been discussed with the employee, and does not necessarily indicate an employee's agreement with the evaluation.

Section 17-3. The Employer will counsel employees in relations to their overall performance on an as-needed basis. When a discussion guide record results from such counseling, the affected employee will be given a copy of the record and will have the right to make written comments concerning any disagreement with the record. These written comments will be attached to and become part of the record.

Section 17-4. It is agreed that performance review and developmental plan is an ongoing process and not a once a year action. In this regards, the Employer should periodically discuss employee shortcomings, if any, during the rating period.

## **ARTICLE 18 PAY INCREASES**

Section 18-1. Pay band Employees who have served a continuous one (1) year of service at this installation and have a satisfactory or better performance rating will receive a salary increase of ten cents per hour. Such an increase will begin on the second pay period after the effective date of contract and additional increases of ten cents per hour will be given each subsequent year on the anniversary pay period for the duration of this contract. Once an employee reaches the top of his/her pay band level, no additional pay adjustment will be given.

Section 18-2. Granting of additional salary increases for Pay Band Employees is not a routine matter and will be used discreetly in recognition of competent performance of employees, as determined by the Employer. Such increases will be awarded on documentary evidence which indicates competent performance and upon appropriate recommendation and approval of authorized management official.

## **ARTICLE 19 EMPLOYEE RECOGNITION**

Section 19-1. The Employer, through publicity, personal contact and other available means will urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations.

Section 19-2. Employees will be recognized through monetary awards in accordance with controlling regulations.

## **ARTICLE 20 SUGGESTION PROGRAM**

Section 20-1. The Employer and the Union support will encourage all employees to participate in the Incentive Awards, customer service, and cost reduction programs. It is agreed that every reasonable effort will be made to process suggestions and cost-reduction ideas in an expeditious manner. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination of the

adoption or rejection of a submitted suggestion or cost-reduction idea may refer the matter to his supervisor.

Section 20-2. The Employer and the Union will encourage employees to discuss prospective suggestions with their supervisor.

Section 20-3. The Employer agrees to make suggestion procedures and forms accessible to the employees of the Unit.

Section 20-4. Union officials and stewards will encourage employees to participate in the Suggestion Program, and will bring to the attention of the appropriate management officials any known instances of negative attitudes towards the program on the part of supervisors or managers, employee dissatisfaction with the program, or instances where employees are discouraged rather than encouraged to participate.

Section 20-5. The Employer will provide an employee whose suggestion is not adopted or awarded written reasons for the decision.

## **ARTICLE 21 DETAILS, TEMPORARY PROMOTIONS, AND REPROMOTIONS**

Section 21-1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail.

Section 21-2. Details to positions at the same or lower grade/level may be used to meet a temporary need or to assess an employee's capability to perform, and interest in, the duties and responsibilities of the position. Although no time limitations are imposed on these actions, if the detail was for the purpose of assessing the employee's performance in the position a supervisor should normally be able to make that assessment within a 120 day period.

Section 21-3. Details of up to and including 30 days do not have to be put in writing. Details of 31 days or longer are formal details that must be put in writing. No employee will be detailed to the duties of a higher graded position within the unit in excess of 60 days without being temporarily promoted (if qualified). It will be the responsibility of the Employee to maintain records of details of one through 30 days. Nothing in this Article shall prevent an employee from submitting to the NAF Civilian Human Resource Management Office in connection with an application for Merit Promotion, or at other times information that he/she believes has a bearing on his/her qualifications for future assignments.

Section 21-4. The Employer is responsible for selecting employees for detail, informing employees of details, reason, duties, and estimated duration; and for establishing proper controls to insure that details are recorded and terminated on time.

Section 21-5. Temporary promotions may be effected on either a competitive or non-competitive basis. (See AR 215-3, para 2-30, 2-31) No time limitations are imposed on the length of temporary promotions.

Section 21-6. Repromotion. An employee may be promoted to the highest grade he or 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" reason. This action may be made on a noncompetitive basis.

## **ARTICLE 22 MERIT PROMOTION**

Section 22-1. Applications of candidates will be reviewed for basic qualifications and all applications on file which meet basic qualifications will be referred to the activity. No review will be made of personnel files by NAF Civilian Human Resource Management Office. The Employer agrees that qualification requirements shall not be established to fit a certain employee or applicant.

Section 22-2. The Employer agrees to furnish the Union a copy of each Fort Lee Nonappropriated Funds position vacancy announcement. Position vacancy announcements shall be posted on official bulletin boards in areas where Unit member are employed, and will remain open not less than seven calendar days. A referral list may be issued after three calendar days if request by management. Each employee will establish means through his/ her fellow employees or supervisors for obtaining vacancy announcement information and applying for consideration during absences from duty. A description of duties and requirements will be included in the announcement.

Section 22-3. In the absence of available, qualified candidates with statutory or regulatory based rights, the employer may limit the initial area of consideration to local NAF employees. The Union agrees that management may select from any appropriate source at any time.

Section 22-4. Applicants outside of the NAF workforce will only be notified if selected.

Section 22-5. Each activity that has separated regular employees by business-based actions will retain the employees' names for one (1) year from date of separation. When a 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 the earliest date of separation and/or seniority will be offered the position. If the individual declines the offer his or her name will be removed from the list.

Section 22-6. It is the employee's responsibility to assure that their individual applications contain all pertinent experience and education information for promotion or placement when submitted. It is agreed that where an employee is found ineligible or not qualified that upon the employee's request, the reason(s) for such determination will

be explained. No grievance will be entertained with respect to applicant not being qualified.

### **ARTICLE 23 UTILIATION OF PERSONNEL**

Section 23-1. Employees in the unit will be utilized in compliance with existing agency directives, subject to the availability of spaces and funds, to the maximum extent determined feasible by the employer.

### **ARTICLE 24 POSITION DESCRIPTIONS**

Section 24-1. The Employer will assure that job descriptions, or position guides reflect the major duties assigned to employees. Employees will be notified when a change in major duties is made.

### **ARTICLE 25 REORGANIZATION**

Section 25-1. Reorganization is defined as the elimination, addition, or redistribution of major functions or duties which would change the organization structure.

Section 25-2. The Employer shall notify the Union of a pending reorganization. At this time, the Union may make its views and recommendations known concerning the reorganization for consideration.

### **ARTICLE 26 TECHNOLOGICAL DEVELOPMENTS**

Section 26-1. The Employer and the Union recognize that technological developments frequently add to the efficiency and productivity of the Employer.

Section 26-2. 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 27 CONTRACTING OUT WORK**

Section 27-1. The Union will be notified of studies of contracting out of work functions that may have adverse impact on the Unit employees.

Section 27-2. The Employer agrees to carefully consider the views and recommendations of the Union regarding the contracting out of unit work functions which may have an adverse impact on unit employees.

Section 27-3. If a study is made pursuant to direction or by regulation for transmittal to higher headquarters on contracting out work functions which would adversely affect unit employees, the views and recommendations of the Union will accompany the study.

Section 27-4. The Union will be advised of the contracting out decision.

## **ARTICLE 28 BUSINESS BASED ACTIONS (BBA)**

Section 28-1. BBA's will be carried out in compliance with applicable regulations.

Section 28-2. BBA's as used herein is defined as the Employer's action to reduce the number of occupied positions within the unit or to realign existing spaces within the activity requiring the use of BBA procedures set forth in applicable regulations to implement such actions. The Employer will notify the Union when it is determined that a BBA is necessary. The Union may make its views and recommendations known concerning the implementation of such action. Prior to the issuance of official notice to employees involved in a BBA, the Employer will notify the Union of the spaces abolished, the appropriate date when personnel actions will be initially effected and reasons for the BBA. The Union agrees not to divulge the contents of the plan until official notice has been issued by the Employer to the employees affected.

Section 28-3. The affected area for BBA will consist of all Nonappropriated Fund activities at Fort Lee.

Section 28-4. It is agreed that the Union representative may review records of employees, in accordance with applicable regulations, when specifically designated as an employee(s) representative during a BBA.

## **ARTICLE 29 DISCIPLINARY ACTIONS**

Section 29-1. Primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee management relations.

Section 29-2. The Employer will administer and counsel employees at the basic step in constructive discipline to prevent breaches of regulations and the Employees' Code of Ethics/ Standards of Conduct, and to prevent repetition of offenses, unless immediate action is warranted.

Section 29-3. Reasonable and timely actions may be taken on employees whose conduct and performance is detrimental to the efficiency of the employer in accordance with the Cooperative Improvement Program (CI) implemented 1 June 1992.

### **ARTICLE 30 ADVERSE WEATHER POLICY**

Section 30-1. If it has been determined that activities must be curtailed due to adverse weather conditions, regularly scheduled employees will be administratively excused without charge to leave or loss of pay, in accordance with applicable regulations. Employees considered mission essential, as determined by the Employer, will be required to report or remain on duty.

Section 30-2. When the decision has been made to curtail activities during duty hours and to administratively excuse employees, employees will be promptly notified.

Section 30-3. On-the-spot mission essential personnel will be designated to perform work that must be accomplished. This is not meant to include normal routine work.

Section 30-4. Within those functions where there are two or more employees performing the same function and less than the full work force is required for emergencies, a reasonable effort will be made to rotate the personnel designated as mission essential. The name of personnel designated as mission essential will be posted in the work area and updated to reflect change.

### **ARTICLE 31 TRAINING AND EMPLOYEE DEVELOPMENT**

Section 31-1. The Employer will promote training programs within the Unit to increase efficiency and effectiveness, consistent with operating requirements and available resources. The Employer will provide information to be made available to employees with respect to policies and objectives of training as well as specific developmental opportunities.

Section 31-2. The Union will stress to employees of the Unit the need for self-education, self-development, and self-initiated training to increase their efficiency and enhance their career potential.

Section 31-3. The Employer agrees to give full consideration to the Union views and recommendations concerning the training of eligible employees of the unit.

Section 31-4. When requested by an employee; and when funds are available, the Employer agrees to recommend approval of enrollment of employees in job-related courses as it determines is necessary. Failure to successfully complete such courses could result in the employee being denied future courses.

Section 31-5. Each employee shall receive consideration to participate in training consistent with qualifications and work experience, course requirement, funding availability, and needs of the Employer.

## **ARTICLE 32 SAFETY AND HYGIENE**

Section 32-1. Safety on the job is of utmost importance, and the Employer and the Union join in the furtherance of good safety practice.

Section 32-2. The individual employee has the responsibility for observance of safe working practices and obligation to observe safety rules and practices in order to protect himself and his fellow workers.

Section 32-3. The Employer will make a reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees. The Union shall cooperate to achieve that end and will encourage all employees to work in a safe manner.

Section 32-4. The Employer will welcome at any time suggestions for practical and economically feasible ways of improving safety conditions.

Section 32-5. Where necessary for the accomplishment of the job, the Employer shall furnish and maintain protective clothing and equipment in accordance with applicable regulations.

Section 32-6. The Union will encourage all employees to report all 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 medical facilities by employees during working hours for emergency medical treatment, as a result of on-the-job illness or injury shall not be charged leave.

Section 32-7. Whenever a properly designated and authorized health and safety official determines, based on inspection, that conditions or practices exist in any place of employment which could reasonably be expected to cause death or physical harm immediately, or before the imminence of such danger can be eliminated through normal abatement procedures, he shall inform employees and the supervisor of the danger. The Employer shall take immediate abatement procedures and the withdrawal of employees not necessary for abatement of dangerous conditions.

Section 32-8. Health Standards for Food Service Personnel: The Employer and employees will ensure that at all times the highest health standards and personal hygiene will be maintained.

**ARTICLE 33**  
**EMPLOYEE ASSISTANCE- (ALCOHOL/ DRUG ABUSE PREVENTION CONTROL PROGRAM)**

Section 33-1. The Union and Employer shall have a goal early identification and motivation in rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Alcohol Drug Abuse Prevention Control Program for professional screening and diagnosis.

Section 33-2. Employees seeking the help of the Fort Lee Community Counseling Center may schedule an appointment. Union or supervisory personnel may schedule an appointment for an employee in the same manner. In such cases, it is often helpful in furthering an employee's motivation for rehabilitation if the individual scheduling the appointment accompanies the employee and participates in the initial session.

Section 33-3. The Employer has the right and responsibility to discuss job performance and conduct with an employee in a discussion session or corrective interview. In the context of this article, the focus of corrective interviews or employee supervisory discussion are issues of the job performance and/or conduct rather than diagnosis or judgements of alcoholism or other drug abuse.

Section 33-4. When, based on the discussion the supervisor's observation of an employee's performance and/or conduct, it appears that referral to the program is appropriate, the Union will fully support and assist in encouraging the employee to respond positively to referral. This support and assistance may include joint discussion between supervisor, Employee, Union and Civilian Program Coordinator (CPC).

Section 33-5. An employee with an alcohol or drug abuse problem affecting job performance shall be offered 90 days active rehabilitation with a 270 day follow-up phase in an approved rehabilitation program of his/her choice.

Section 33-6. Employees will be authorized leave as appropriate in accordance with existing rules and regulations, to obtain treatment and rehabilitation.

Section 33-7. All discussions, counseling sessions, and records of the Alcohol Drug Abuse Prevention Control Program or any other program to which an employee may be referred are completely confidential. No information may be disclosed to any one without the prior written consent of the employee. (Medical emergencies and court orders showing cause may provide exceptions, in rare circumstances.)

Section 33-8. The employee's job security of promotional opportunities will not be jeopardized solely by his request for assistance.

**ARTICLE 34**  
**EQUAL EMPLOYMENT OPPORTUNITY**

Section 34-1. The Employer and the Union agree to cooperate in providing equal opportunity of employment for all persons and to promote the full realization of equal employment opportunity through a continuing affirmative action program under applicable laws and implementing directives.

Section 34-2. Management officials who have authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority, discriminate for or against any employee:

a. On the basis of race, color, religion, sex or national origin, as prohibited under section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16);

b. On the basis of age, as prohibited under sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631. 633a);

c. On the basis of sex as prohibited under sections 6(d) of the Fair Labor Standards 1938 (29 U.S.C. 206 (d));

d. On the basis of handicapping condition, as prohibited under section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); or

e. On the basis of marital status or political affiliation, as prohibited under any law, rule or regulation.

Section 34-3. Unit employees who feel they have been discriminated against have the right to discuss his/her complaint with an Equal Employment Opportunity Counselor and may file a formal complaint in accordance with existing regulations. In addition, the employee may choose to have a personal representative when filing a formal complaint.

Section 34-4. The Union will assist the Employer and the Equal Employment Opportunity Officer in affirmative actions designed to meet command objectives in equal opportunity. The President of the Local and the Equal Employment Opportunity Office will meet as often as deemed necessary relative to equal employment matters. Request for such meeting should include the subject matter to be discussed including the issues involved where appropriate.

**ARTICLE 35**  
**UNIFORMS**

Section 35-1. All employees required by the Employer to wear a uniform in the performance of their duties will be provided the uniforms. Uniforms will be replaced on a one-for-one basis due to fair wear and tear.

**ARTICLE 36  
TRANSPORTATION**

Section 36-1. The Employer will endeavor to provide government transportation when available to employees when conducting official business.

Section 36-2. When conducting official business, employees will avail themselves of existing Employer furnished transportation services. Employee(s) may elect to use privately owned vehicles at their own cost.

Section 36-3. Employees will not normally transport Government property in privately owned vehicles without written authorization of the Employer.

**ARTICLE 37  
CHARITABLE AND CIVIC RESPONSIBILITIES**

Section 37-1. The parties recognize the importance of employee participation in authorized charitable fund raising campaigns, savings programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall refrain from exerting pressure upon employees to participate. The Union agrees to support such campaigns and encourage participation.

Section 37-2. The Employer and the Union will encourage employees in the unit to exercise their voting rights.

Section 37-3. Grants of excused absence for the purpose of voting and registering or taking physical examinations to determine eligibility for induction into the Armed Forces will be made in accordance with applicable regulations.

**ARTICLE 38  
BULLETIN BOARDS**

Section 38-1. Reasonable space, not to exceed 2 feet by 3 feet, will be provided for exclusive use of the Union on bulletin boards within the unit. "Bulletin Boards within the Unit" as used in the above sentence refers only to those bulletin boards where the employer posts material of interest to the employees. It does not refer to bulletin boards used by the Employer for providing information to patrons or customers.

Section 38-2. The Employer does not vouch for the accuracy or authenticity of the Union information nor does appearance of the material on the board constitute endorsement by the Employer.

Section 38-3. Literature posted will not violate any existing law or regulation, the security of the activity, or contain scurrilous or libelous material.

**ARTICLE 39  
GENERAL PROVISION**

Section 39-1. It is understood that each employee shall be at his/her job site, ready to work, at the scheduled starting time of the shift and at the conclusion of his lunch period. If an employee is required by the Employer to perform any work or duty either before or after his/her regular duty hours, he/she shall be so directed by management and compensated.

Section 39-2. The Union will support the Employer's blood donor, savings bond, and other public service programs. The Union further agrees to support the Employer's program on alcoholism.

Section 39-3. In recognition of the fact that the security and protection of Government property are of vital concern to the Employer and the Union, they both will cooperate in preventing theft of Government property by improving security of work and storage areas and by educating the employees of the consequences of conviction for theft.

**ARTICLE 40  
VOLUNTARY ALLOTMENTS FOR PAYMENTS OF DUES**

Section 40-1. Employee Organization Responsibilities- - -

The Union agrees it will assume responsibility for:

a. Informing and educating its members on the voluntary nature of the system for the allotment of employee organization dues, including the conditions under which the allotment may be revoked.

b. Purchasing and distributing to its members Standard Form 1187.

c. Having each participating employee forward properly executed Standard Form 1187 to the union Financial Officer who will review it for correctness, certify it, and forward to the NAF Civilian Human Resource Management Office.

d. Promptly forwarding an employee's revocation (memorandum of Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for payment of Employee Organization Dues) to his/her servicing NAF Civilian Human Resource Management Office when such revocation is submitted to the Union.

e. Informing the NAF Civilian Human Resource Management Office of any change in the amount of membership dues.

f. Informing the NAF Civilian Human Resource Management Office of the name of any participating employee who is expelled or ceases to be a member in good standing in the Union within ten (10) days of the date of such final determination.

g. Keeping the NAF Civilian Human Resource Management Office currently informed as to the name, title, and address of the Union Financial Officer.

Section 40-2. Management Responsibilities- - -

The Employer agrees that it is responsible for:

a. Permitting and processing voluntary allotment of the dues after determining that an employee has submitted a proper supplementary agreement in accordance with this article (Standard Form 1187).

b. Withholding dues on a bi-weekly basis and recovering the prescribed costs for this service.

c. Notifying the employee and the Union Financial Officer to whom the remittance is sent when an employee is not eligible for an allotment (dues withholding) and notifying the Union Financial Officer upon revocation of an allotment by an employee. The Central NAF Payroll Office is responsible for this notification.

d. Withholding new amounts of dues upon certification from the Union Financial Officer so long as the amount has not been changed during the past 12 months.

e. Providing a remittance listing to the Union Financial Officer containing the following information:

(1) An alphabetical listing of employees by department within each activity indicating the following information:

a. Employees having dues withheld for the current pay period.

b. Employees for whom deductions have been authorized during the current pay period.

c. Employees for whom deductions were authorized during the previous pay period but for whom deductions are not made in the current pay period. The employer is responsible for this notification.

d. Code number to be assigned by the Central Accounting Office.

(2) The Gross amount deducted.

Section 40-3. Joint Stipulations- - -

Parties to this agreement agree that:

a. No charge will be made for each allotment processed.

b. The deducted amount will be forwarded monthly to: National Association of Government Employees, 285 Dorchester Avenue, Boston, MA 02127, ATTN: Comptroller.

c. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the employee organization. If the union is not scheduled to receive a remittance check after discovery of the error, the Union agrees to promptly refund the amount of erroneous remittance.

d. An allotment shall be terminated when the employee leaves the unit as a result of resignation, retirement, transfer, or other separation from the rolls of the activity, reassignment, promotion, or other personnel action; when the dues withholding agreement between the Employer and the Union is suspended or terminated, or when the employee has been suspended or expelled from the Union.

Section 40-4. Effective Dates- - -

The effective dates for actions under this article are as follows:

<b>Action</b>	<b>Effective Date</b>
a. Starting dues withholding	Beginning the first pay period after date of receipt of properly executed and certified Standard Form 1187 in the Central NAF Payroll Office.
b. Change in amounts of dues	Beginning the first pay period of certification by an authorized Union Representative.
c. Revocation by employee	Beginning the first pay period following the next stated revocation date following receipt in the Central NAF Payroll Office of revocation notice.
d. Termination due to loss of membership in good standing	Beginning the first pay period after date of receipt of notification by the employee or an authorized representative.

**ARTICLE 41  
GRIEVANCE PROCEDURE**

Section 41-1. The procedure as set forth in this article is the exclusive procedure available for resolving grievances that fall under its coverage. This article does not apply to any matters for which statutory appeals procedures exist, nor does it prohibit any employee or group of employees in the unit from presenting grievances directly to management, without the intervention of the union, and have them adjusted so long as the adjustment is not inconsistent with the terms of this agreement and a union representative is given opportunity to be present at the time of adjustment.

Section 41-2. Certain matters are excluded from the coverage of this grievance procedure and the arbitration procedure. The following is a listing of those matters subject to such exclusion:

- a. Any claimed violation of subchapter III, Chapter 73, Title 5 (relating to prohibited political activities).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for Nation Security reasons.
- d. Any examination, certification of appointment.
- e. Position Classification which does not result in the reduction in grade or pay of an employee.
- f. Position classification appeals for crafts and trades positions (NA, NL) which are processed in accordance with AR 215-3, Chapter 3, and Section II.
- g. Actions taken under the provisions of AR 215-3, Chapter 17, pertaining to the security program.
- h. Matters accepted by the Inspector General or Auditor General for review.
- i. Allegation of discrimination because of race, age, color, religion, sex, handicap, or national origin. These cases should be referred to the Equal Employment Opportunity Office.
- j. Personnel actions voluntarily requested by the employee.
- k. Granting or not granting a performance, incentive, honorary, or any other discretionary award. Adopting or not adopting a suggestion or invention.
- l. The content of published policy applicable to NAF employees.
- m. Wage schedules established by appropriate authority.
- n. Any issue previously decided in an earlier grievance by the employee.
- o. Non-selection for appointment or promotion.
- p. Advance warning of unsatisfactory performance.
- q. Reassignment to a position at the same rate of pay and appointment category.

r. Separation for disqualification as stated in AR 215-3, paragraphs 2-12h and 2-13j.

s. Separation for abandonment of position.

t. Any matter which has its own review or appeal procedure stated as part of its regulatory provisions.

u. Allegations of mismanagement when no form of personal relief to the employee is appropriate.

v. Release of information and records from Army files (AR 370-17).

w. Separation during the probationary period or separation from a flexible appointment or separation of regular employees serving on a limited-tenure appointment.

Section 41-3. Management and the Union expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fails, the following procedure will be used.

Section 41-4. Informal Procedure: The informal grievance procedure is intended to resolve grievances at the lowest organization level at which relief can be granted and in the shortest time possible. However, when management officials and the employee agree that the informal procedure would serve no useful purpose, a formal grievance may be filed.

a. The employee and his/her representative will, within 15 calendar days of the action's occurrence or of learning of its occurrence, present the grievance to the employee's immediate supervisor, or the lowest level of management which can grant relief. Grievances over continuing conditions may be submitted at any time.

b. The supervisor or official to whom the grievance is presented will make every effort to resolve the matter promptly and fairly. A written response will be provided to the employee within 10 workdays, summarizing the issue, the consideration given, and advising of the right to file a formal grievance within 7 calendar days if he/she is not satisfied.

Section 41-5. Formal Procedure: Formal written grievances will be submitted to the Garrison Commander (or designee), unless that individual is a party to the issue. In such case, the grievance will be submitted to the Installation Commander (or designee).

a. Upon receipt of the grievance, the Commander (or designee) may select a disinterested examiner (from the local listing maintained for this purpose) to review the matter. Such examiner will make a thorough review of the facts and within seven (7) calendar days prepare a memorandum which summarizes the grievance, the

consideration given, and a recommendation for solution. Employees are expected to cooperate fully with the Examiner in the conduct of the investigation. No union representative will be present unless it is mutually agreed on a case-by-case basis that such representation is desirable.

b. The Commander (or designee) will issue a written decision within 10 workdays of receipt of the examiner's report.

Section 41-6. If the employee is not satisfied with the decision of the Commander (or designee), he/she may submit a written request to the Union, within ten (10) calendar days, that the grievance be submitted to arbitration. If the Union agrees to submit the grievance to arbitration, the Union's signed statement concurring in this action shall contain a commitment to comply with all other terms and conditions and applicable regulations of higher authority concerning arbitration. The Union shall submit the arbitration request to the Commander within fifteen (15) calendar days after receipt of the employee's request. If the Union does not submit the arbitration request within this time limit, the Commander's decision will become final. Such decision will not be further appealable.

Section 41-7. Since the Union and the Employer may not "agree" to matters over which they have no authority to agree, the quoting or paraphrasing of regulation in this agreement does not make the matter subject to negotiated grievance procedure. Therefore, excerpts or paraphrasing from controlling regulations and local directives are specifically exempted from this grievance procedure.

Section 41-8. When a grievance is received that can be resolved by an official interpretation of a regulation or policy, the Employer and the employee and his/her union representative may mutually agree that the issue will be submitted to the proponent of the regulation/policy for a decision.

a. A complete record of facts will be prepared citing the regulation or policy involved and including a copy of the grievance and other supporting material. The employee and his/her representative will be given seven (7) calendar days to review this material and submit written comments as part of the record.

b. The entire grievance file (which will include a discussion of the circumstances surrounding the request, as well as the employee's written, signed, and dated concurrence that the matter may be resolved with the proponent's interpretation of the regulation as it applies to the grievance issued) will be forwarded through the Commander to the proponent of the regulation or policy for the official interpretation. Within 30 calendar days after the proponent receives the grievance file, the proponent will inform the employee of the interpretation and that the decision is final.

Section 41-9. Union grievances, other than specific employee grievances, may be initiated only by the President of Local R4-27, or his designee, and will be submitted in writing to the Commander within 15 working days of the date of the occurrence

prompting the grievance. The Commander, or his designated representative, will meet with the President R4-27, or his designee, within 15 working days after receipt of the written grievance. The Commander, or designee, will render a decision in writing within ten (10) working days after the meeting is concluded. The Union may invoke arbitration if not satisfied with that decision.

Section 41-10. Employer grievances will be initiated by the Commander, or his designee, and will be submitted in writing to the President of Local R4-27. The Commander's designee will meet within 15 working days with the union designee to assure that all pertinent facts are available. The Union will provide the Commander with a written decision within ten (10) working days after the meeting. The Employer may invoke arbitration if not satisfied with that decision.

Section 41-11. Once a grievance has been accepted for processing under this grievance procedure, failure of the employee or the union to comply with the applicable time limit or procedure terminates consideration of the grievance. Failure of a management official to comply with any applicable processing time limit will constitute a valid basis for the grievance to be advanced to the next higher step of the grievance procedure. However, any time limits referred to in this article may be extended by mutual agreement of the parties concerned, with the exception of the 15 calendar days during which the union may submit a request for arbitration.

## **ARTICLE 42 ARBITRATION**

Section 42-1. If a grievance pertaining to the application or interpretation of this Agreement is not resolved after being processed under Article 41, then within 10 calendar days from the date of the receipt of the arbitration request, representatives of Union and Management shall meet for the purposes of agreeing on the selection of an arbitrator. If agreement cannot be reached, the Federal Mediation and Conciliation Service will be requested to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, Management and the Union will each strike an arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 42-2. The fee and expenses, if any, of the arbitrator, except cost of transcript and stenographic service, shall be borne equally by Management and the Union. Should Management and the Union decide jointly that a transcript is necessary, or if the arbitrator decided this it is necessary, the costs will be equally shared. If either party decides to have a transcript and the other party does not, the costs will be borne fully by the party desiring the transcript. If the other party later requests a copy, it will pay one-half. The arbitration hearing shall ordinarily be held during the regular shift work hours of Monday through Friday and the employee representative, employee appellants, and employee witnesses otherwise in a pay status shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

Section 42-3. The arbitrator will be requested to render his decision as quickly as possible after the conclusion of the proceeding and within thirty (30) days if at all practicable.

Section 42-4. The arbitrator shall render his decision to the NAF Civilian Human Resource Management Office and furnish a copy of the same to the Union.

Section 42-5. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, in accordance with applicable laws and regulations.

### **ARTICLE 43 UNFAIR LABOR PRACTICE**

Section 43-1. The Employer and the Union agree that the resolution of complaints that arise under 5 USC 7116, Unfair Labor Practices (ULP) should be handled informally and between the parties. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of as a minimum fifteen (15) calendar days.

Section 43-2. If no informal resolution is reached during that time, the ULP may be forward to the Federal Labor Relations Authority (FLRA) in accordance with applicable laws and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filling of ULP's apply and are not otherwise affected by the informal resolution period.

Section 43-3. All informal complaints will be filed, in writing with either the Employer, ATTN: NAF Civilian Human Resource Management Office: the President, NAGE, Local R4-27, or the National Union Representative concerned.

### **ARTICLE 44 EFFECTIVE DATE, DURATION, NOTIFICATION AND TERMINATION**

Section 44-1. This agreement shall take effect 30 calendar days from the date the agreement is approved by the US Army Training and Doctrine Command shall remain in effect for three years from the effective date.

Section 44-2. If neither party serves notice to renegotiate this agreement, the agreement will be automatically renewed for three (3) years, subject to the other provisions of the Article.

Section 44-3. This Agreement, except for its duration period as specified in Section 44-1, is subject to opening only as follows:

a. Amendments or supplements may be required because of changes in applicable laws after the effective date of this Agreement. In such event, both parties will meet within twenty (20) calendar days after receipt of implementing instructions for such changes upon request of either party for the purpose of negotiating such language that will meet the new requirements, such amendment(s) as agreed to will be duly

executed by both parties and become effective on the date of approval by the official delegated such approval authority.

b. If either party finds that its interest is adversely affected by any provision of this Agreement, or finds through experience that it is necessary to add further provisions, it shall serve notice of intent to negotiate amendment (s) or supplement (s). Notice must be in writing and must include a summary of the amendment (s) or supplement(s) proposed to this Agreement. Both parties shall meet within thirty (30) calendar days after receipt of such notice to negotiate the matter (s) involved in such requests. No changes shall be considered except supplement(s).

Section 44-4. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made unless such agreement is made and executed in writing between the Agency and exclusive representative and has been agreed to by both parties and approved by the Agency head or designee.